

AGENDA

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 7, 2021

7:00 p.m.

This meeting will be conducted by Teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

Dial-In Number: (929) 436-2866

Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 15, 2021 (Public Hearing) and June 21, 2021

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 110-20** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Johanna Georgia, referred to Miscellaneous Matters Committee.
- 112-20** Communication from Public Facilities re: Proposed Resolution regarding the 2021 "Second" Round of Sidewalk Repair Pilot Program, referred to Public Safety and Transportation Committee.
- 113-20** Communication from Library re: Reappointment of Marcie J. Patton, PH.D. (D) to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.
- 114-20** Communication from Library re: Reappointment of Thomas R. Errichetti, (D) to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.
- 115-20** Communication from Library re: Appointment of Barbara A. Rogo, (R) to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.
- 117-20** Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA) Public Assistance Disaster Relief for Tropical Storm Isaias, referred to Public Safety and Transportation Committee.
- 118-20** Communication from OPED re: Proposed Professional Services Agreement with the Downtown Special Services District to Manage Activation and Placemaking Projects within Downtown, referred to Contracts Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 119-20** Communication from OPED re: Proposed Professional Services Agreement with the Trust for Public Land to Manage Activation and Placemaking Projects along the City's Waterfront pursuant to Waterfront Bridgeport, referred to Contracts Committee.
- 120-20** Communication from City Attorney re: Proposed Solar Roof Panel Power Purchase Agreement with Davis Hill Development for the Cart Barn at Fairchild-Wheeler Golf Course, referred to Contracts Committee.
- 121-20** Communication from City Attorney re: Proposed Solar Roof Panel Power Purchase Agreement between CEFIA Holdings LLC, the Bridgeport Public Library and the City for the Burroughs-Saden Main Library and the North Branch Library, referred to Contracts Committee.

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

- 111-20** Resolution presented by Council Member Herron & Co-sponsor(s) Cruz, Silva, Newton, Martinez, Brantley, Roman-Christy & Valle re: Proposed resolution seeking information on recent outages from The United Illuminating Company, referred to Public Safety and Transportation.
- 116-20** Resolution presented by Council Member Burns re: Proposed resolution urging State Senators and State Representatives to pass necessary legislation to implement the Transportation and Climate Initiative Program ("TCI-P"), referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *97-20** Public Safety and Transportation Committee Report re: Resolution regarding the 2021 "First" Round of Sidewalk Repair Pilot Program.
- *102-20** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#22540).
- *103-20** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health Per Capita Funding Allocation (#22220).
- *104-20** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau (#22532).
- *105-20** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Conference of Mayors for the 2021 Climate Protection Awards (#22450).

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *65-20** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Seaview Bridgeport II, LLC.
- *87-20** Miscellaneous Matters Committee Report re: Appointment of Johana Dorgan (D) to the Planning & Zoning Commission.
- *88-20** Miscellaneous Matters Committee Report re: Appointment of Jacqueline Martoral (U) to the Planning & Zoning Commission.
- *95-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Sasha Collins.
- *96-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Dwayne McBride.
- *108-20** Contracts Committee Report re: Resolution regarding Internship Agreements with Sacred Heart University.

MATTERS TO BE ACTED UPON:

- 109-20** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend to add New Section 2.06.080 – Mandatory use of city assigned web address for City Council business emails.
- 86-20** Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#22369, #22388, #22390, #22392, #22393).
- 90-20** Public Safety and Transportation Committee Report re: Resolution Authorizing Driveway Variance, Right of Way Modification and Johnson Street Conversion to Two-Way – Windward Apartments, 20 Johnson Street.
- 106-20** Contracts Committee Report re: Nomination of Ebony Jackson-Shaheed for Appointment to the City's Director of Health Position.

UNFINISHED BUSINESS:

- 59-20** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of Three (3) City-Owned Properties.

(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2020-2021; Full/Minutes/Size; 2021-09-07 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, SEPTEMBER 7, 2021 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

DIAL-IN NUMBER#: (929) 436-2866
MEETING ID#: 381 083 245

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Oversight.

CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
TUESDAY, SEPTEMBER 7, 2021

6:30 P.M.

This meeting will be conducted by Zoom/Teleconference.

CALL TO ORDER

Council President Nieves called the Public Speaking portion of the meeting to order at 6:35 p.m.

ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

130th District:	Scott Burns, Matthew McCarthy
131st District:	Jorge Cruz, Denese Taylor-Moye
132nd District:	Marcus Brown, M. Evette Brantley
133rd District:	Jeanette Herron
134th District:	Michelle Lyons, <i>AmyMarie Vizzo-Paniccia</i>
135th District:	Rosalina Roman-Christy, <i>Mary McBride-Lee</i>
136th District:	<i>Alfredo Castillo, Avelino Silva</i>
137th District:	<i>Maria Valle, Aidee Nieves</i>
138th District:	<i>Maria Pereira, Samia Suliman</i>
139th District:	Eneida Martinez, Ernest Newton

RECEIVED
CITY CLERKS OFFICE
21 SEP 14 AM 11:18
ATTEST
CITY CLERK

There was a quorum present. During the roll call, there appeared to be no response from the individuals whose names are listed in italics. Council Member Vizzo-Paniccia has an excused absence.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, SEPTEMBER 7, 2021 AT 6:30 P.M.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Oversight.

Mr. Lee read the following statement into the record:

City of Bridgeport
City Council Meeting
Regular Meeting
September 7, 2021

Within two weeks many voters will face an opportunity to replace you thereby rejecting your 'public service' to the City of Bridgeport. What do the minority of voters who turn out and cast their party votes know about your actions of the past two years? What could an informed majority of those registered say about some issues? Not new issues but old issues that remain without resolution.

- You have voted on two current budgets and two capital budgets totaling more than one billion dollars. You receive from taxpayers a personal \$9,000 annual Stipend, advanced quarterly, rather than reimbursed per receipts and reports as Statute reads. Some of you do not claim all funds. Stipends are not visible or open to the taxpaying public to see where their funds are spent. Why not? It is simple bookkeeping that can and should be shared publicly. Why not become fully open, accountable, transparent, and honest? Do you see this within your power?
- When the City of Bridgeport is sued, a notice goes to the City Clerk office and is defended by City Attorney office at City expense. And when the City loses, the settlement is sent to you for approval. Council proceedings are in executive session and 'non-disclosure agreements' seem to be standard. Why are NDAs and secrecy used to restrict public knowledge after you approve? What is the number of such grievances and the dollar amount annually in recent years? Trending more at higher expense? How many employees have no other "official" manner to report, have recognized, and resolved many issues in the world of employment, labor relations, and Civil Service hierarchy? Where is such a regular information reported?
- Is there a monthly payroll report, showing all full-time Council approved budgeted positions in City departments available to public that identifies all open positions that may include absent, seasonal, vacant, or disabled as an explanation? What other way can public see the vision of department administrators, funded by the current budget to accomplish City work? How many or few are currently at work? How else does the public view the opportunity for hiring fully qualified, trained, folks with integrity, who hopefully live in the City and dedicated to its success?
- You have approved City Capital budget plans twice, as well as actual bonding approvals. Where is the oversight at least quarterly of those funds when received and applied to a project at hand? How do you stay current with the progress of long-term plans and money? Why is there no publicly available report to you or all the City? Would you personally recommend such attention personally regarding personal loans, longer term mortgages, or checking account reports offered to family commercially?
- Requesting speaker slots to appear at Council meetings can be accomplished by form completion and personal delivery to City Clerk, or fax, or USPS letter, **but not on internet**. Who made the decision and to what purpose? What if email was eliminated as a manner of completing COB business, would it be called suppression or old-fashioned, and be opposed?
- Time will tell.

Mr. Lee then asked what the Council intended to do about the recent rash of resignations from the Bridgeport Police Department. He noted that there were two officers who resigned but returned to the Police Department after another town declined to hire them due to inappropriate actions.

ADJOURNMENT

Council President Nieves adjourned the meeting at 6:42 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 7, 2021

7:00 P.M.

This meeting was conducted by teleconference.

The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:02 p.m.

PRAYER

Mayor Ganim asked Council Member Newton to lead the Council in prayer.

Council Member Newton noted that Rev. G. Westley had just passed away. Council Member McCarthy asked for a moment of silence for Firefighter Stephen Buda. Council Member McBride-Lee and Council Member Taylor-Moye also mentioned two other Bridgeport residents who had recently passed away.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council Member Taylor-Moye to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

130th District:	Scott Burns, Matthew McCarthy
131st District:	Jorge Cruz, Denese Taylor-Moye
132nd District:	Marcus Brown, <i>M. Evette Brantley</i>
133rd District:	Jeanette Herron
134th District:	Michelle Lyons, <i>AmyMarie Vizzo-Paniccia</i>
135th District:	Rosalina Roman-Christy, Mary McBride-Lee
136th District:	Alfredo Castillo, Avelino Silva
137th District:	<i>Maria Valle, Aidee Nieves</i>
138th District:	Maria Pereira, <i>Samia Suliman</i>
139th District:	Eneida Martinez, Ernest Newton

A quorum was present. During the roll call, there appeared to be no response from the individuals whose names are listed in italics. Council Member Vizzo-Paniccia has an excused absence. Council Member Brown said that Council Member Nieves had a personal issue and would not be able to attend the meeting.

**** COUNCIL MEMBER HERRON MOVED TO SUSPEND THE RULES AS PER THE BRIDGEPORT CITY CHARTER CHAPTER 2, SECTION 5, TO ADD AN ITEM REGARDING APPROVING RAYMOND COLLETTE TO FILL A COUNCIL MEMBER VACANCY IN THE 133RD DISTRICT CREATED BY THE RESIGNATION OF MICHAEL DEFILIPPO.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that she had not received any information or a resume from Mr. Collette. She asked if the candidate was a City employee.

Mayor Ganim replied that this was only a motion to suspend the rules to add the item to the agenda.

Council Member Martinez said that this was not a job, but an appointment to a vacated District position. There is no need for a resume.

**** COUNCIL MEMBER MARTINEZ MOVED THE QUESTION.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Brantley joined the meeting at 7:15 p.m.

A discussion followed about how many votes would be required for an approval.

**** THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN CHRISTY, SILVA, CASTILLO, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**** COUNCIL MEMBER HERRON MOVED AS PER THE BRIDGEPORT CITY CHARTER CHAPTER 5, SECTION 2, TO APPOINT RAYMOND A. COLLETTE TO APPROVE RAYMOND COLLETT TO FILL A COUNCIL MEMBER VACANCY IN THE 133RD DISTRICT CREATED BY THE RESIGNATION OF MICHAEL DEFILIPPO.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Newton said that it has been the practice of the Council that the Town Committee votes on a candidate and then presented to the Council for appointment. He said that in his years on the Council and the Town Committee, there has never been a request for a resume from another District representative. The District Town Committee presents a candidate. There has never been a question about the candidate or a resume required. He said that it would not be

good to start having others who are not part of the District to have input on the District representatives.

Council Member Pereira said that when the vacancy was in the 138th District, Melanie Jackson was required to submit her resume. The basic expectation is that the Council Members will have basic information on the candidates being appointed to the legislative body of the City. She said that she would never support anyone to be appointed to the City Council who was a City employee because it was a conflict of interest. She reiterated that she does not vote on any item that she does not have information on.

Council Member Brantley said that she would echo what Council Member Newton stated. She added that it was entirely up to the various Districts and Ms. Jackson was not required to submit a resume. She was there for the appointment and support Ms. Jackson's appointment. Council Member Brantley stated that the candidate did not work for the City. Council Member Brantley asked that the question be moved.

Council Member Taylor-Moye said that she was surprised that someone from another District would be speaking about this candidate who worked for the Bridgeport Housing Authority. The Bridgeport Housing Authority is not part of the City Administration. She added that the Council Members from other Districts should not be questioning the candidates from other districts.

Council Member Pereira interrupted and objected to Council Member Taylor-Moye's statements by saying that Council Member Taylor-Moye's comments were out of order. The Mayor reminded everyone else that Council Member Taylor-Moye had the floor.

Council Member Herron said that it was a unanimous decision by the District to appoint Mr. Collette to the vacancy. No one has the right to tell the District who they should or should not appoint. If another District requires a candidate's resume, that's their business.

Council Member Herron said that this candidate was amazing. Her District Town Committee reviewed Mr. Collette's qualifications and approved him unanimously. Council Member Herron said that it was unfortunate that this pattern of interference from other districts continues to happen. She requested that the Mayor call the question.

**** THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council Member Suliman stated she had been on earlier, but her phone was muted. She stated that her vote was in favor of the last motion. Assistant City Clerk Ortiz stated that the final vote count was now 15 in favor and 1 opposed. The updated vote result was as follows:

**** THE MOTION PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

MINUTES FOR APPROVAL:

• Approval of City Council Minutes: June 15, 2021 (Public Hearing) and June 21, 2021

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE JUNE 15 PUBLIC HEARING AND THE JUNE 21, 2021 MEETING.**

**** COUNCIL MEMBER MCBRIDE-LEE SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE JUNE 15 PUBLIC HEARING AND THE JUNE 21, 2021 MEETING PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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112-20 Communication from Public Facilities re: Proposed Resolution regarding the 2021 "Second" Round of Sidewalk Repair Pilot Program, referred to Public Safety and Transportation Committee.

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116-20 Resolution presented by Council Member Burns re: Proposed resolution urging State Senators and State Representatives to pass necessary legislation to implement the Transportation and Climate Initiative Program ("TCI-P"), referred to Economic and Community Development and Environment Committee.

**** COUNCIL MEMBER MARTINEZ MOVED TO CONSOLIDATE AND REFER THE FOLLOWING ITEMS TO THE APPROPRIATE COMMITTEES :**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

110-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH JOHANNA GEORGIA, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

112-20 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED RESOLUTION REGARDING THE 2021 "SECOND" ROUND OF SIDEWALK REPAIR PILOT PROGRAM, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

113-20 COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF MARCIE J. PATTON, PH.D. (D) TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

114-20 COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF THOMAS R. ERRICHETTI, (D) TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

115-20 COMMUNICATION FROM LIBRARY RE: APPOINTMENT OF BARBARA A. ROGO, (R) TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

117-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) PUBLIC ASSISTANCE DISASTER RELIEF FOR TROPICAL STORM ISAIAS, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

118-20 COMMUNICATION FROM OPED RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH THE DOWNTOWN SPECIAL SERVICES DISTRICT TO MANAGE ACTIVATION AND PLACEMAKING PROJECTS WITHIN DOWNTOWN, REFERRED TO CONTRACTS COMMITTEE.

119-20 COMMUNICATION FROM OPED RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH THE TRUST FOR PUBLIC LAND TO MANAGE ACTIVATION AND PLACEMAKING PROJECTS ALONG THE CITY'S WATERFRONT PURSUANT TO WATERFRONT BRIDGEPORT, REFERRED TO CONTRACTS COMMITTEE.

120-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SOLAR ROOF PANEL POWER PURCHASE AGREEMENT WITH DAVIS HILL DEVELOPMENT FOR THE CART BARN AT FAIRCHILD-WHEELER GOLF COURSE, REFERRED TO CONTRACTS COMMITTEE.

121-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SOLAR ROOF PANEL POWER PURCHASE AGREEMENT BETWEEN CEFIA HOLDINGS LLC, THE BRIDGEPORT PUBLIC LIBRARY AND THE CITY FOR THE BURROUGHS-SADEN MAIN LIBRARY AND THE NORTH BRANCH LIBRARY, REFERRED TO CONTRACTS COMMITTEE.

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

111-20 RESOLUTION PRESENTED BY COUNCIL MEMBER HERRON & CO-SPONSOR(S) CRUZ, SILVA, NEWTON, MARTINEZ, BRANTLEY, ROMAN-CHRISTY & VALLE RE: PROPOSED RESOLUTION SEEKING INFORMATION ON RECENT OUTAGES FROM THE UNITED

ILLUMINATING COMPANY, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION.

116-20 RESOLUTION PRESENTED BY COUNCIL MEMBER BURNS RE: PROPOSED RESOLUTION URGING STATE SENATORS AND STATE REPRESENTATIVES TO PASS NECESSARY LEGISLATION TO IMPLEMENT THE TRANSPORTATION AND CLIMATE INITIATIVE PROGRAM ("TCI-P"), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

- ** COUNCIL MEMBER BRANTLEY SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

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***108-20 Contracts Committee Report re: Resolution regarding Internship Agreements with Sacred Heart University.**

Mayor Ganim asked if any Council Member wished to have an item removed from the Consent Calendar.

Council Member Pereira stated that Agenda Items 87-20 and 88-20 were required to have a roll call vote under the City Charter because they are appointments to Boards and Commissions. She also requested that Agenda Items 95-20, 96-20 and 108-20 be removed from the Consent Calendar.

Council Member Brantley stated that she would be abstaining from Agenda Items 103-20 and 104-20.

The Assistant City Clerk read the remaining Consent Agenda Items into the record.

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE THE FOLLOWING CONSENT AGENDA ITEMS:**

***97-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE 2021 "FIRST" ROUND OF SIDEWALK REPAIR PILOT PROGRAM.**

***102-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF CHILDREN AND FAMILIES - YOUTH SERVICES BUREAU ENHANCEMENT GRANT (#22540).**

***103-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH PER CAPITA FUNDING ALLOCATION (#22220).**

***104-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF CHILDREN AND FAMILIES - YOUTH SERVICES BUREAU (#22532).**

***105-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: UNITED STATES CONFERENCE OF MAYORS FOR THE 2021 CLIMATE PROTECTION AWARDS (#22450).**

***65-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE:
REFUND OF EXCESS PAYMENTS – SEAVIEW BRIDGEPORT II, LLC.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY FOR AGENDA ITEMS 97-20, 102-20, 105-20 AND 65-20. AGENDA ITEMS 103-20 AND 104-20 PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, PEREIRA, SILVA, CASTILLO, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) ABSTENTION (BRANTLEY).**

87-20 Miscellaneous Matters Committee Report re: Appointment of Johana Dorgan (D) to the Planning & Zoning Commission.

**** COUNCIL MEMBER BURNS MOVED THE ITEM.**

**** COUNCIL MEMBER LYONS SECONDED.**

Council Member Pereira said that she had spoken about this issue in committee and there were many people who could serve in the 300 plus positions on Boards and Commissions. Ms. Dorgan is a Democrat Party member appointed to the position. They constantly recycle the same people and ignore the others who could fill the positions.

Council Member Pereira said one of her constituents, who was a Republican, had been told that the Mayor was pleased with the current committee members despite the fact that their terms had expired and there would not be any changes made.

Council Member Pereira said that Ms. Dorgan was the secretary for the Democratic Town Committee and this is a conflict of interest, so for that reason she will be opposing the nomination.

Mayor Ganim said that he did not know which Mayor Council Member Pereira was referring to. He said that there was nothing that would prevent someone who was affiliated with a political party from serving on a board or commission.

Council Member Newton pointed out that Ms. Dorgan had served on the Commission before and she should not be excluded because she was part of the Democratic Town Committee.

Council Member Herron said that people need to be muted during meetings. As professionals, they should not be yelling out. They should be raising their hands. She added that if people are unhappy with the Democratic Party, perhaps they should move on.

Council Member Lyons said that she had been on the Council for a good length of time and has interacted with the Planning and Zoning Commission many times. She is familiar with Ms. Dorgan's past decisions and felt that Ms. Dorgan made qualified decisions.

Council Member Martinez said that she was asking her colleagues to support Ms. Dorgan. If Ms. Dorgan is good enough to serve on the Democratic Town Committee, then she should be good enough to serve on the Commission. The Council should move the question rather than to continue to embarrass Ms. Dorgan.

Council Member Cruz said that if there was a Council Member on the Council who continues to bash the Democratic Party, that Council Member should resign from the Democratic Party.

**** THE MOTION TO APPROVE AGENDA ITEM 87-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JOHANA DORGAN (D) TO THE PLANNING & ZONING COMMISSION PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

88-20 Miscellaneous Matters Committee Report re: Appointment of Jacqueline Martoral (U) to the Planning & Zoning Commission.

Council Member Burns noted that Ms. Martoral was listed as an Unaffiliated and she is a registered Republican.

**** COUNCIL MEMBER BURNS MOVED THE ITEM.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Pereira said that this candidate was filling a minority seat and they had been registered as a Democrat, but the candidate switched her registration the day before and this was unethical.

Council Member Newton asked Council Member Burns to verify the issue. Council Member Burns said that he had noted the discrepancy and spoken with the candidate, who had moved to Bridgeport from New York. Once she realized the problem, Ms. Martoral filed to change her affiliation.

**** THE MOTION TO APPROVE AGENDA ITEM 88-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JACQUELINE MARTORAL (U) TO THE PLANNING & ZONING COMMISSION PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

95-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Sasha Collins.

96-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Dwayne McBride.

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEMS 95-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH SASHA COLLINS AND 96-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH DWAYNE MCBRIDE.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Pereira asked if Mr. McBride was a City Employee. Council Member Burns confirmed that Mr. McBride was a City employee.

Council Member Pereira asked if Mr. McBride was a former Police Officer who now works for 9-1-1 at the Operations Center. Council Member Pereira was told that this was correct.

**** THE MOTION TO APPROVE THE FOLLOWING AGENDA ITEMS:**

**95-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE:
SETTLEMENT OF PENDING LITIGATION WITH SASHA COLLINS.**

**96-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE:
SETTLEMENT OF PENDING LITIGATION WITH DWAYNE MCBRIDE.**

PASSED UNANIMOUSLY.

108-20 Contracts Committee Report re: Resolution regarding Internship Agreements with Sacred Heart University.

Council Member Pereira said that she had mistakenly requested that this item be removed from the Consent Agenda.

**** COUNCIL MEMBER MCCARTHY MOVED THE ITEM.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 108-20 CONTRACTS COMMITTEE REPORT RE: RESOLUTION REGARDING INTERNSHIP AGREEMENTS WITH SACRED HEART UNIVERSITY PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

109-20 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend to add New Section 2.06.080 – Mandatory use of city assigned web address for City Council business emails.

Council Member Newton said that it was brought to his attention by Atty. Anastasi that this Agenda Items should be referred back to Committee.

**** COUNCIL MEMBER NEWTON MOVED TO REFER AGENDA ITEM 109-20 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.06 – COMMON COUNCIL, AMEND TO ADD NEW SECTION 2.06.080 – MANDATORY USE OF CITY ASSIGNED WEB ADDRESS FOR CITY COUNCIL BUSINESS EMAILS BACK TO COMMITTEE.**

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

86-20 Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#22369, #22388, #22390, #22392, #22393).

**** COUNCIL MEMBER TAYLOR-MOYE MOVED AGENDA ITEM 86-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PORT SECURITY GRANT PROGRAM (#22369, #22388, #22390, #22392, #22393).**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said she voted against the item because based on her previous statements, Council Member Pereira wished to make it clear for the record that she was opposing the application not because of the substance of the application but because there is language in every one of these resolutions, it allows the Mayor and/or any of his designees to sign any contract or agreement without coming to the Contracts Committee.

**** THE MOTION PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

90-20 Public Safety and Transportation Committee Report re: Resolution Authorizing Driveway Variance, Right of Way Modification and Johnson Street Conversion to Two-Way – Windward Apartments, 20 Johnson Street.

**** COUNCIL MEMBER TAYLOR-MOYE MOVED AGENDA ITEM 90-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION AUTHORIZING DRIVEWAY VARIANCE, RIGHT OF WAY MODIFICATION AND JOHNSON STREET CONVERSION TO TWO-WAY – WINDWARD APARTMENTS, 20 JOHNSON STREET.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Taylor-Moye said that the project had been discussed and questions had been asked about the right of way. Any additional questions or concerns should have been brought to the co-chairs of the Committee. She requested her constituents to support this item.

Council Member Pereira said that she had voted against this item in Committee. She said that the City could not have a City sidewalk or right of way on private property according to the Zoning regulations and the City Ordinances. The proposal is to take the normal pathway to get into the complex parking area and make it into a City sidewalk. This is prohibited by City ordinance and the Zoning regulations. She said that she would not be supporting this.

Council Member Newton said that at the Committee meeting, the issue was clearly explained by the individuals and the Committee felt it was not on private property. He asked the Council to support this item.

Council Member Taylor-Moye said that this had been discussed again and she was astounded that the Council Member does not want to see development in any District but her own.

Mayor Ganim encouraged the Council members to contact the City Attorney's Office if they had questions regarding the legal aspects of any proposal.

**** THE MOTION PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

106-20 Contracts Committee Report re: Nomination of Ebony Jackson-Shaheed for Appointment to the City's Director of Health Position.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 106-20 CONTRACTS COMMITTEE REPORT RE: NOMINATION OF EBONY JACKSON-SHAHEED FOR APPOINTMENT TO THE CITY'S DIRECTOR OF HEALTH POSITION.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Newton announced that the Ms. Jackson-Shaheed had moved to Bridgeport with her family. There should be no question about this. She has done an excellent job in helping the City in a time of need.

Council Member Lyons said that she would be abstaining from the vote because her daughter works for the Health Department.

Council Member Pereira said that this was not personal. She said that her issue was that this position required a Master's in Public Health and Ms. Jackson-Shaheed only received her

Master's 2 years ago. Ms. Jackson-Shaheed had not had extensive experience and Bridgeport is the largest city with the highest number of COVID cases and deaths.

Council Member McCarthy said that he was supporting Ms. Jackson-Shaheed for the position but noted that this was a crisis and the City had an Acting Personnel Director and an Acting Chief of Police. He said that they need to start the search for a Police Chief.

Council Member Herron said that hiring someone with someone with Ms. Jackson-Shaheed's experience is a positive thing. Ms. Jackson-Shaheed arrived when the Health Department was in a fractured condition but managed to work hard and help the City move forward. Ms. Jackson-Shaheed has been in management for eight years.

Council Member Herron added that she agreed with Council Member McCarthy that they had to start the search for a Police Chief.

Council Member McBride-Lee said that she felt better about how the pandemic was being handled in the City. She added that when she first walked into her classroom, she had never been a teacher before, and the same was true when she became a preacher and a Council Member.

Council Member Martinez said that the Council was there to support Ms. Jackson-Shaheed and people often walk into situations when they don't have experience. She said that Ms. Jackson-Shaheed was being attacked for her lack of experience and Ms. Jackson-Shaheed should not take it personally. Council Member Martinez said it was also good to have a person of color in the position.

Council Member Silva said that he was pleased with this appointment because Ms. Jackson-Shaheed had moved to Bridgeport.

Council Member Newton said every Afro-American woman who was appointed by the Mayor's administration has been attacked. He said that it was a shame when certain groups are held to a higher standard than others. He will not allow people to make unchecked statements. The Council members do not have the right to degrade people who are qualified.

Council Member Roman-Christy said that she had watched how Ms. Jackson-Shaheed handled the situation during the Central High School inoculations clinic. Council Member Roman-Christy added that there was a serious problem in her district that required immediate attention and Ms. Jackson-Shaheed handled the situation within 3 days.

Council Member Cruz said that in the two years he has been on the Council, he had never been so excited as he was with Ms. Jackson-Shaheed's appointment. She moved to Bridgeport as she said she would. He then asked the Mayor to fill the other vacant Deputy positions.

**** THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, SULIMAN, MARTINEZ AND NEWTON), ONE (1) ABSTENTION (LYONS) AND ONE (1) OPPOSED (PEREIRA).**

UNFINISHED BUSINESS:

59-20 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of Three (3) City-Owned Properties.

Council Member Brantley said that Mr. Perez was present to speak on the item.

**** COUNCIL MEMBER BRANTLEY MOVED AGENDA ITEM 59-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE DISPOSITION OF THREE (3) CITY-OWNED PROPERTIES.**

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

Mr. Perez greeted the Council Members and explained that the proposal was to sell three parcels. They will be offered to either the abutters or at auction.

Council Member Burns said that this item was on the agenda for several months. He said that the evaluation for the properties were done before the re-evaluation. He said that he felt that they might be undervalued significantly.

Council Member Pereira said that the three properties were referred to Planning and Zoning, but Mr. Coleman requested that they be tabled. The 10-84 report has not been issued.

Council Member Newton said that the properties were located in his district.

Mr. Perez said the parcels were 1503 State Street, rear lot; 35 [inaudible] and 1564 Seaview Avenue. Mr. Perez said that all three lots have been issued 8-24 referrals which were dated December of 2020. He added that the appraisals were approximately 8 months old.

Council Member Brantley said that she would like to see the property appraisals updated.

**** COUNCIL MEMBER BRANTLEY MOVED TO TABLE AGENDA ITEM 59-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE DISPOSITION OF THREE (3) CITY-OWNED PROPERTIES.**

****COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOSLY.**

ADJOURNMENT

- ** COUNCIL MEMBER ROMAN-CHRISTY MOVED TO ADJOURN.**
- ** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Lyons wished Council Member Brantley a happy belated birthday.

- ** THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 8:34 p.m.

Respectfully submitted

Telesco Secretarial Services

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

999 Broad Street

Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kaseak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers
Tyisha S. Toms



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

August 9, 2021

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

RECEIVED
CITY CLERKS OFFICE
21 AUG 10 AM 9:01
ATTEST
CITY CLERK

Re: REFERRAL RESUME TO MISCELLANEOUS MATTERS COMMITTEE
Proposed Settlement of Pending Litigation in the Matter of
***Johanna Georgia v. City of Bridgeport* – Case# 3:19-cv-00234 (TOF)**

Dear Councilpersons:

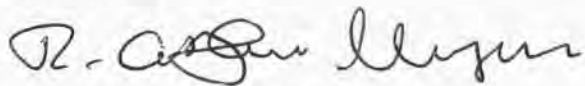
- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney John R. Mitola – contact info. above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** The plaintiff is claiming damages for disability discrimination under the Rehabilitation Act of 1973. The Plaintiff has been employed by the City of Bridgeport as a firefighter since 1999. She has suffered from an asthma condition since 1999 and alleges that the Bridgeport Fire Department did not accommodate her for this condition.
- f. **Council Action Requested:** Approval of request for settlement.
- g. **Financial Impact Analysis:** Total cost to the City will be a total of \$15,000.00 to be paid to Attorney Thomas Bucci of Willinger, Willinger & Bucci, 1000 Bridgeport Avenue, Suite 501, Shelton, CT 06484 in his capacity as Trustee for Johanna Georgia.
- h. **Funding Budget-Line:** The settlement payment will be made from the City Attorney Office Operating Budget Line-Item “*Personal Property Claims Atty. #01-01-006-060-000-53010*”.

Page Two

i. Proposed Motion: Motion to authorize and approve payment of \$15,000.00 in full and final settlement of *Johanna Georgia v. City of Bridgeport, et al* – Case# 3:19-cv-002343 (TOF).

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,



R. Christopher Meyer
City Attorney

cc: Lydia Martinez, City Clerk
John R. Mitola, Esq.
Kathleen Ranger, Paralegal (Support Person to contact)

City of Bridgeport

DEPARTMENT OF PUBLIC FACILITIES

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604
TELEPHONE 203-576-7130



JOSEPH P. GANIM
Mayor

CRAIG NADRIZNY
Acting Director Of Public Facilities

August 31, 2021

TO: Frances Ortiz
City Clerk's Office

FOR: City of Bridgeport City Council

Please forward the attached Resolution and Exhibit A to the members of the City Council for their review and referral to the Public Safety & Transportation Committee, per the "Resolution Regarding Sidewalk Repair Pilot Program".

Thank you,

Craig Nadrizny
Acting Director, Public Facilities

CN:bl

cc: Bonnie Lambert, Public Facilities
Michael Jankovsky, Office of the City Attorney

RECEIVED
CITY CLERKS OFFICE
21 AUG 31 PM 2:12
ATTEST
CITY CLERK

RESOLUTION

WHEREAS, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property(ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled the third list which is attached hereto and made a part hereof as Exhibit A.

2021 Second Round of City Sidewalk Repair Program list of repairs.

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby RESOLVED BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A and it is further RESOLVED that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.

EXHIBIT A

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - August 31, 2021

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
74	Alameda Place	06610	Mark & Claudia	Phillips	\$6,147.75	\$6,147.75	\$12,295.50
480	Amsterdam Avenue	06606	Sonia & Anthony	Sanchez	\$4,355.00	\$4,355.00	\$8,710.00
134	Arcadia Avenue	06604	Brian & Kimberly	Monahan	\$6,619.25	\$6,619.25	\$13,238.50
95	Barclay Street	06610	Samie	Clarilus	\$4,228.50	\$4,228.50	\$8,457.00
122	Beardsley Park Terrace	06610	Sherly	Gordon-Henry	\$2,875.00	\$2,875.00	\$5,750.00
355	Birmingham Street	06606	Geina	Marrett	\$3,122.50	\$3,122.50	\$6,245.00
255	Bradley Street	06610	Tijwana	White	\$2,792.00	\$2,792.00	\$5,584.00
286	Bradley Street	06610	Jadwiga & Marian	Chmiel	\$4,015.00	\$4,015.00	\$8,030.00
176	Bunnell Street	06607	Emeline	Bravo-Blackwood	\$3,834.50	\$3,834.50	\$7,669.00
335	Courtlund Avenue	06605	Alexis	Gill	\$2,922.00	\$2,922.00	\$5,844.00
141	Dixon Street	06606	Elizabeth	Percheson	\$6,207.25	\$6,207.25	\$12,414.50
30	East Eaton Street	06604	Michael & Teishalee	Hemmings	\$3,156.00	\$3,156.00	\$6,312.00
11	East Kensington Place	06610	Annette	McNeil	\$2,273.50	\$2,273.50	\$4,547.00
110	Ellsworth Street	06605	Deborah	Polson	\$3,223.50	\$3,223.50	\$6,447.00
89	Fayerweather Terrace	06605	Jane	Barnes	\$2,384.00	\$2,384.00	\$4,768.00
568	Granfield Avenue	06610	Juan & Miranda	Alvarez	\$5,145.25	\$5,145.25	\$10,290.50
105	Greystone Road	06610	Wayne & Elizabeth	Burns	\$3,371.50	\$3,371.50	\$6,743.00
175	Grovers Avenue	06605	Eiseleida	Adorno, et al	\$8,097.00	\$8,097.00	\$16,194.00
34	Harmony Street	06606	Andrea	Davis, et al	\$3,376.50	\$3,376.50	\$6,753.00
36	Hemlock Street	06605	Israel & Rosa	Cruz	\$2,621.50	\$2,621.50	\$5,243.00
138	Holly Street	06607	Stephen & Mazie	Freeman	\$2,977.00	\$2,977.00	\$5,954.00
366	Hooker Road	06610	Richard & Michaelaeline	Brown	\$3,675.00	\$3,675.00	\$7,350.00
385	Hooker Road	06610	Nancy	Marzan	\$4,065.50	\$4,065.50	\$8,131.00
140	Houston Avenue	06606	Chaz A.	Underwood	\$5,447.00	\$5,447.00	\$10,894.00
730	Howard Avenue	06605	Edgardo	Cepeda	\$2,469.50	\$2,469.50	\$4,939.00
347	Huntington Road	06608	Rodney	Foster	\$2,875.00	\$2,875.00	\$5,750.00
196	King Street	06605	Jonas & Kathleen	Balcus	\$4,760.00	\$4,760.00	\$9,520.00
331	Lake Avenue	06605	William F.	Elliott III	\$3,122.00	\$3,122.00	\$6,244.00
334	Lake Avenue	06605	Katherine	Reilly	\$3,189.50	\$3,189.50	\$6,379.00

EXHIBIT A

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
344	Lake Avenue	06605	Joseph & Karen	Graham	\$2,525.00	\$2,525.00	\$5,050.00
634	Laurel Avenue	06605	Kelvin	Parra Garcia	\$8,312.75	\$8,312.75	\$16,625.50
685	Laurel Avenue	06604	Manuel L.	Ferreira	\$9,066.50	\$9,066.50	\$18,133.00
1256	Laurel Avenue	06604	Yohana	Valle Manchego	\$8,496.00	\$8,496.00	\$16,992.00
135	Laurel Place	06604	Maria	Rodriguez	\$8,429.75	\$8,429.75	\$16,859.50
76	Lenox Avenue	06605	Troy John &	Saris Obanyoun	\$4,285.50	\$4,285.50	\$8,571.00
394	Lincoln Avenue	06606	Bing An	Li, etal	\$2,593.50	\$2,593.50	\$5,187.00
439	Lincoln Avenue	06606	Leshane	Lilly	\$2,716.50	\$2,716.50	\$5,433.00
2528	Main Street	06606	Damion & Hyacinth	Brown	\$2,697.50	\$2,697.50	\$5,395.00
3615	Main Street	06606	Aubrey & Naomi	Wright	\$2,910.50	\$2,910.50	\$5,821.00
575	Maplewood Avenue	06605	Edy & Ramona	Salcedo	\$3,478.50	\$3,478.50	\$6,957.00
156	Morningside Drive	06606	Daisey	Flores	\$2,685.50	\$2,685.50	\$5,371.00
44	Newton Street	06605	Michael & Lisa	Krsic	\$2,929.50	\$2,929.50	\$5,859.00
2060	Noble Avenue	06610	Kingsley	Blake	\$3,728.50	\$3,728.50	\$7,457.00
260	Norland Avenue	06606	James	Smith, et al	\$3,048.50	\$3,048.50	\$6,097.00
518	Norman Street	06605	Johnny	Rivera	\$2,750.50	\$2,750.50	\$5,501.00
136	North Bishop Avenue	06610	Alvin & Linda	Wray	\$2,922.50	\$2,922.50	\$5,845.00
195	Pacific Street	06604	Mary	Barnard	\$2,804.00	\$2,804.00	\$5,608.00
223	Parrott Avenue	06606	Lorna A.	Williams	\$3,559.00	\$3,559.00	\$7,118.00
228	Pilgrim Place	06610	Pedro	Perez, et al	\$3,814.00	\$3,814.00	\$7,628.00
48	Poplar Street	06605	Jimmie	Jackson	\$3,536.50	\$3,536.50	\$7,073.00
98	Poplar Street	06605	Robin	Bruce	\$3,981.00	\$3,981.00	\$7,962.00
161	Prince Street	06610	Jorge & Frances	Velez	\$2,569.00	\$2,569.00	\$5,138.00
10	Quinlan Avenue	06605	Michael & Tina	Rembish	\$3,428.50	\$3,428.50	\$6,857.00
53	Redding Place	06605	Margaret	Donnelly, et al	\$2,985.50	\$2,985.50	\$5,971.00
306	Ruth Street	06606	Isaac & Maria	Alicea	\$2,325.50	\$2,325.50	\$4,651.00
658	Ruth Street	06606	Carmela	Williams	\$3,673.50	\$3,673.50	\$7,347.00
188	Scotfield Avenue	06605	Adriano	Guedes	\$2,790.50	\$2,790.50	\$5,581.00
251	Thorome Street	06606	Mona	Louis-Charles	\$6,996.50	\$6,996.50	\$13,993.00
976	Wood Avenue	06604	Cleon & Natesha	Marshall	\$2,221.50	\$2,221.50	\$4,443.00
1055	Wood Avenue	06604	Chevon D.	Gallimore	\$4,507.50	\$4,507.50	\$9,015.00

Ortiz, Frances

From: Lambert, Bonnie
Sent: Tuesday, August 31, 2021 1:23 PM
To: Ortiz, Frances
Cc: Jankovsky, Michael; Toms, Tyisha; Anastasi, Mark T; Nadrizny, Craig
Subject: Submission for Council Meeting September 7, 2021
Attachments: 2087_001.pdf

Good Afternoon,

Attached is a Resolution and attached Schedule A for submission to Council for referral to the Public Safety and Transportation Committee, regarding Round 2 of Sidewalk Repairs under the 50/50 Program.

I will bring the hard copies before tomorrow at 4:30.

Bonnie L. Lambert
Special Projects Co-ordinator
City of Bridgeport
Public Facilities Department
999 Broad Street
Bridgeport, CT 06604
Phone: 203-576-7236
Fax: 203-576-8129



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From: PublicfaScanner@brodgeportct.gov <PublicfaScanner@brodgeportct.gov>
Sent: Tuesday, August 31, 2021 1:06 PM
To: Lambert, Bonnie <Bonnie.Lambert@Bridgeportct.gov>
Subject: Attached Image

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Barbara A. Rogo*
(*appointed pending City Council confirmation)

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Adele Jacobson*

Edward L. Kelley*

Helen Liskov*

John Phelan

Hon. George A. Saden*

Zane Yost*
(* deceased)

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Chair: Jeanette Muñoz Allam

Kenya Osborne-Gant

Marcie J. Patton

Barbara A. Rogo

August 31, 2021

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Re-Appointment of Marcie J. Patton to Board of Directors of
The Bridgeport Public Library and Reading Room

Dear Council Members:

As previously reported by letter dated June 18, 2021, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Marcie J. Patton was re-appointed by vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 16, 2021 to continue to serve as a Director for a term of three years ending June 30, 2024 and until her successor has been appointed and qualified. Dr. Patton is a Democrat elector of Bridgeport and her contact information is:

Marcie J. Patton, Ph.D.
309 Courtland Ave
Bridgeport CT 06605
Telephone: (207) 380-2234
Email: mpatton@fairfield.edu

Her Personal History Form, Nominee Disclosure Form and a copy of driver's license were submitted to and have been reviewed and approved by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



James E. O'Donnell, President

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)

Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)

Director of Legislative Affairs, Constance E. Vickers
(Constance.Vickers@bridgeportct.gov)

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Marcie J. Patton

Directors Emeriti

John A. Arcudi*
Adele Jacobson*
Edward L. Kelley*
Helen Liskov*
John Phelan
Hon. George A. Saden*
Zane Yost*

(* deceased)

June 18, 2021

The Honorable City Council of the City of Bridgeport
c/o The Office of the City Clerk
ATTN: Frances Ortiz (via email: Frances.Ortiz@Bridgeportct.gov)
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Library Board Appointments

Dear Council Members:

Please be advised that in accordance with state law, as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Directors Thomas R. Errichetti and Marcie J. Patton, whose terms expire June 30, 2021, were re-appointed through election by vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room held June 16, 2021 to continue to serve as Directors for a term of three years ending June 30, 2024 and until their successors have been appointed and qualified. Barbara A. Rogo was also appointed through election by vote of the Library Directors at that meeting to fill the office held by Director Anne Cunningham, whose term will end June 30, 2021, also for a term of three years beginning July 1, 2021 and ending June 30, 2024 and until her successor has been appointed and qualified. The Library Board and the patrons of the Library are deeply indebted to Director Cunningham for her many years of dedicated service and inspiration to achieve the goals of the Library and thank her with sincere gratitude.

Each director has demonstrated dedicated commitment to library service and is recommended for your approval. These directors will coordinate with the Office of the Chief Administrative Officer regarding submission of personal history and nomination disclosure forms for review and action by the Ethics Commission. Upon completion of that review, individual letters of appointment will be submitted for each director to begin the process of review and approval by the City Council to confirm these appointments. Upon confirmation by the City Council each director again will be administered the Oath of Office in accordance with Bridgeport Municipal Code §2.04.020 to continue to serve as a Director and Trustee of the Bridgeport Public Library and Reading Room.

We welcome the opportunity to meet with you and look forward to your favorable response to these appointments.

Sincerely,

James E. O'Donnell
President

Copy Via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director Legislative Affairs, Constance E. Vickers
(Constance.Vickers@Bridgeportct.gov)

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Ortiz, Frances

From: Jim O'Donnell <jodonnell@omc-attys.com>
Sent: Tuesday, August 31, 2021 12:25 PM
To: Ortiz, Frances; Martinez, Lydia
Cc: Nieves, Aídee; Roman-Christy, Rosalina; Vickers, Constance; Thomas Errichetti; Marcie Patton; Barbara Rogo; Braithwaite, Elaine; Soltis, John
Subject: Re: Reminder: Council Referrals
Attachments: Errichetti 2021 appointment letter to City Council.pdf; Patton 2021 appointment letter to City Council.pdf; Rogo 2021 appointment letter to City Council.pdf; 2021 Director Appointment Letter to Council[1].pdf

Frances – Pursuant to the approval of the Ethics Commission reported by Constance below, please find attached the appointment letters for referral to the Miscellaneous Matters Committee for Thomas R. Errichetti, Marcie J. Patton and Barbara A. Rogo, the Directors elected at the annual meeting for appointment to three year terms beginning July 1, 2021 through June 30, 2024. Also attached is another copy of the Notice of Election letter sent June 18, 2021. Please let me know if you have any questions. Thanks you, as always, for your help in getting this on the agenda for the Miscellaneous Matters Committee this Monday. Best regards . . . Jim

James E. O'Donnell
O'Donnell, McDonald & Cregeen, LLC
Attorneys at Law
2452 Black Rock Turnpike Suite 2
Fairfield, CT 06825-2407
Telephone (203) 374-9700
Facsimile (203) 374-9772
Email jodonnell@omc-attys.com

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From: Constance Vickers <Constance.Vickers@Bridgeportct.gov>
Date: Friday, August 27, 2021 at 11:51 AM
To: John Soltis <JSoltis@Bridgeportpubliclibrary.org>, James O'Donnell <jodonnell@omc-attys.com>
Subject: Reminder: Council Referrals

Good Morning John and Jim,

Just a reminder to submit the council referrals for Tom, Barbara and Marcie by Wednesday 9/1 at 4:30pm to be included for referral to the miscellaneous matters committee at the 9/7 meeting. They've been approved by the ethics commission and are ready for the council.

Let me know if you have any questions!

Best,

CV

Constance E. Vickers (she/her/hers)

Director of Legislative Affairs

Office of the Mayor | City of Bridgeport

Wangzhen | 250 Main (Government) Center

100 Broad Street | Bridgeport, CT 06604

203-814-0715 cell

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Jeanette Muñoz Allam
Donald W. Greenberg
Hon. William Holden
Marcie J. Patton
Barbara A. Rogo*
(*appointed pending City
Council confirmation)

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Chair: Jeanette Muñoz Allam
Kenya Osborne-Gant
Marcie J. Patton
Barbara A. Rogo

August 31, 2021

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Re-Appointment of Thomas R. Errichetti to Board of Directors
of The Bridgeport Public Library and Reading Room

Dear Council Members:

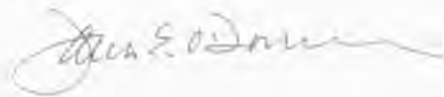
As previously reported by letter dated June 18, 2021, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Thomas R. Errichetti was re-appointed by vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 16, 2021 to continue to serve as a Director for a term of three years ending June 30, 2024 and until his successor has been appointed and qualified. Mr. Errichetti is a Democrat elector of Bridgeport and his contact information is:

Thomas R. Errichetti
85 Acton Rd
Bridgeport CT 06606-1602
Telephone: (203) 218-4660
Email: terrichetti@snet.net

His Personal History Form, Nominee Disclosure Form and a copy of driver's license were submitted to and have been reviewed and approved by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



James E. O'Donnell, President

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director of Legislative Affairs, Constance E. Vickers
(Constance.Vickers@bridgeportct.gov)

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Edward L. Kelley*
Helen Liskov*
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Zane Yost*

(* deceased)

June 18, 2021

The Honorable City Council of the City of Bridgeport
c/o The Office of the City Clerk
ATTN: Frances Ortiz (via email: Frances.Ortiz@Bridgeportct.gov)
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Library Board Appointments

Dear Council Members:

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We welcome the opportunity to meet with you and look forward to your favorable response to these appointments.

Sincerely,

James E. O'Donnell
President

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Ortiz, Frances

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Sent: Tuesday, August 31, 2021 12:25 PM
To: Ortiz, Frances; Martinez, Lydia
Cc: Nieves, Aidee; Roman-Christy, Rosalina; Vickers, Constance; Thomas Errichetti; Marcie Patton; Barbara Rogo; Braithwaite, Elaine; Soltis, John
Subject: Re: Reminder: Council Referrals
Attachments: Errichetti 2021 appointment letter to City Council.pdf; Patton 2021 appointment letter to City Council.pdf; Rogo 2021 appointment letter to City Council.pdf; 2021 Director Appointment Letter to Council[1].pdf

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Email jodonnell@omc-attys.com

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Date: Friday, August 27, 2021 at 11:51 AM
To: John Soltis <JSoltis@Bridgeportpubliclibrary.org>, James O'Donnell <jodonnell@omc-attys.com>
Subject: Reminder: Council Referrals

Good Morning John and Jim,

Just a reminder to submit the council referrals for Tom, Barbara and Marcie by Wednesday 9/1 at 4:30pm to be included for referral to the miscellaneous matters committee at the 9/7 meeting. They've been approved by the ethics commission and are ready for the council.

Let me know if you have any questions!

Best,

CV

Constance E. Vickers (she/her/hers)

Director of Legislative Affairs

Office of the Mayor | City of Bridgeport

100 State Street | Bridgeport, CT 06604

100 State Street | Bridgeport, CT 06604

203-814-0715 cell

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Marcie J. Patton

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(*appointed pending City Council confirmation)

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Chair: Jeanette Muñoz Allam

Kenya Osborne-Gant

Marcie J. Patton

Barbara A. Rogo

August 31, 2021

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Appointment of Barbara A. Rogo to Board of Directors
of The Bridgeport Public Library and Reading Room

Dear Council Members:

As previously reported by letter dated June 18, 2021, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Barbara A. Rogo was appointed by vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 16, 2021 to fill the position vacated by retiring Director Anne Cunningham to serve as a Director for a term of three years ending June 30, 2024 and until her successor has been appointed and qualified. Ms. Rogo is a Republican elector of Bridgeport and her contact information is:

Barbara A. Rogo
406 Taft Avenue
Bridgeport CT 06604-1926
Telephone: (203) 334-6749
Email: brat531@gmail.com

Her Personal History Form, Nominee Disclosure Form and a copy of driver's license were submitted to and have been reviewed and approved by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



James E. O'Donnell, President

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)

Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)

Director of Legislative Affairs, Constance E. Vickers
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June 18, 2021

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Secretary / Treasurer
Anne Cunningham
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The Honorable City Council of the City of Bridgeport
c/o The Office of the City Clerk
ATTN: Frances Ortiz (via email: Frances.Ortiz@Bridgeportct.gov)
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Library Board Appointments

Dear Council Members:

Please be advised that in accordance with state law, as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Directors Thomas R. Errichetti and Marcie J. Patton, whose terms expire June 30, 2021, were re-appointed through election by vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room held June 16, 2021 to continue to serve as Directors for a term of three years ending June 30, 2024 and until their successors have been appointed and qualified. Barbara A. Rogo was also appointed through election by vote of the Library Directors at that meeting to fill the office held by Director Anne Cunningham, whose term will end June 30, 2021, also for a term of three years beginning July 1, 2021 and ending June 30, 2024 and until her successor has been appointed and qualified. The Library Board and the patrons of the Library are deeply indebted to Director Cunningham for her many years of dedicated service and inspiration to achieve the goals of the Library and thank her with sincere gratitude.

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Sincerely,



James E. O'Donnell
President

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Director Legislative Affairs, Constance E. Vickers,
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Ortiz, Frances

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Subject: Reminder: Council Referrals

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Let me know if you have any questions!

Best,

CV

Constance E. Vickers (she/her/hers)

Director of Legislative Affairs

Office of the Mayor | City of Bridgeport

Margaret E. Morrison Government Center

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City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor
August 27, 2021

**COMM. #117-20 Ref'd to Public Safety & Transportation Commit
on 09/07/2021**

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

**RE: Resolution – Department of Homeland Security (DHS) Federal Emergency
Management Administration (FEMA) Public Assistance Disaster Relief for Tropical
Storm Isaias**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA) Public Assistance Disaster Relief for Tropical Storm Isaias** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7134 or melissa.oliveira@bridgeportct.gov.

Thank you,

Melissa Oliveira
Melissa Oliveira
Central Grants Office

RECEIVED
CITY CLERKS OFFICE
21 SEP - 1 PM 3: 19
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA) Public Assistance Disaster Relief for Tropical Storm Isaias

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking to participate in the Department of Homeland Security Federal Emergency Management Administration's Public Assistance Program. This grant program provides funds to assist communities' response and recovery from major disasters or emergencies declared by the President.

On August 6, 2020, the President declared a state of emergency in the State of Connecticut as a result of Tropical Storm Isaias on August 4, 2020. Under this declaration, FEMA will provide financial and/or direct assistance to the State of Connecticut as authorized under the Robert Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 521 ("the Stafford Act"). Under this declaration, FEMA has authorized municipalities to provide appropriate assistance for required emergency measures to save lives and to protect property and public health and safety. These measures include, but are not limited to, repairs to buildings, structures and sidewalks damaged by the storm, force account overtime costs, and debris removal.

The assistance provided under the Stafford Act for Public Assistance will be limited to 75% of the total eligible costs.

CONTRACT PERIOD: 8/4/2020-1/12/2025

FUNDING SOURCES (include matching funds):	
Federal:	\$ 434,938.50 (estimated)
State:	\$ 0
City:	\$ 144,979.50 (estimated)
Other:	\$ 0

A Resolution by the Bridgeport City Council

**Regarding the
Department of Homeland Security (DHS)
Federal Emergency Management Administration (FEMA)
Public Assistance Disaster Relief for Tropical Storm Isaias**

WHEREAS, the **Department of Homeland Security Federal Emergency Management Administration** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Public Assistance Grant Program**; and

WHEREAS, the purpose of the grant program is to assist communities responding to and recovering from major disasters or emergencies declared by the President;

**FEMA has administratively numbered the declaration for the State of Connecticut as:
EM-3535-CT**

Under this declaration, FEMA will provide financial and/or direct assistance to the State of Connecticut under Category B of the Public Assistance Program as authorized by Section 502 of the Stafford Act; and

WHEREAS, 75% of eligible emergency protective measures taken to respond to the Tropical Storm Isaias emergency may be reimbursed under Public Assistance Category B. Emergency protective measures are activities conducted to address the immediate threats to life, public health, and safety; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **Department of Homeland Security Federal Emergency Management Administration Public Assistance Grant Program** to receive reimbursement of eligible costs incurred by city departments for Tropical Storm Isaias activities.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **Department of Homeland Security Federal Emergency Management Administration** for the purpose of its **Public Assistance Program for Tropical Storm Isaias**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **Department of Homeland Security Federal Emergency Management Administration Public Assistance Program for Tropical Storm Isaias** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

THOMAS E. GILL
Director

COMM. 118-20 Ref'd to Contracts Committee on 09/07/2021.

WILLIAM J. COLEMAN
Deputy Director

September 1, 2021

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

**Re: Resolution Authorizing the Execution of a Professional Services Agreement
for Downtown Place-Making Implementation - For Referral to Contracts Committee**

Dear City Clerk and Honorable Members of the City Council:

The attached resolution would authorize OPED to enter into a professional services agreement with the Downtown Special Services District to manage activation and placemaking projects within the Downtown

This item is for referral to the Contracts Committee, which convenes September 14th, 2021.

A representative from OPED will be there to present the matter for your consideration.

Truly Yours,

Bill Coleman

Bill Coleman
Deputy Director

C: Thomas Gill, Director
Associate City Attorney Tyisha Toms, Esq.

RECEIVED
CITY CLERKS OFFICE
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ATTEST
CITY CLERK

RESOLUTION
Authorizing the Execution of a Professional Services Agreement
for Downtown Placemaking

WHEREAS, *Plan Bridgeport*, the City's Master Plan of Conservation and Development, as adopted by the Planning and Zoning Commission on April 22, 2019, sets forth a vision for the advancement of the city in the coming decade; and

WHEREAS, *Plan Bridgeport* recommends various initiatives to support the development of Downtown as a hub for commercial, retail, and entertainment activity in a way that complements its emergence as a growing high-density residential neighborhood;

WHEREAS, toward this end, the City seeks to implement specific and ongoing placemaking projects and initiatives designed to enliven the downtown with such things as colorful public realm improvements, public murals, public sculptures, artistic lighting, interactive exhibits, projects designed to activate underused and vacant space;

WHEREAS, the term 'Placemaking' is commonly used in reference to strengthening the connection between people and the places they share by facilitating creative patterns of use, paying particular attention to the physical, cultural, and social identities that define a place and support its ongoing evolution; and

WHEREAS, OPED has acted collaboratively with other City departments, the Downtown Special Services District, and the artist community to design and implement such public art projects as the Painted Steps, Peacock Alley, The Freeman Sisters Mural, as well as such public activation initiatives as the Farmer's Market,

WHEREAS, the key to such efforts, and to securing their broader economic impact, is to continue with the work consistently so as to build momentum, get to scale, and demonstrate commitment;

WHEREAS, toward that end, OPED sought to procure a consultant to implement such projects on a consistent basis, by administering a public Request for Proposals ("RFP") process from September 11th, 2020 to October 2nd, 2020; and

WHEREAS, of the responses received, OPED has judged the response and proposal of the Downtown Special Services District (the "Consultant") to be the best value for the City; and

WHEREAS, the City's Board of Public Purchases reviewed and approved OPED's solicitation and selection process and recommendation at its meeting of July 21, 2021;

WHEREAS, working with OPED pursuant to the results of the RFP process, the City Attorney's Office has developed the attached Professional Services Agreement (the "Agreement"); and

WHEREAS, the Agreement establishes an annual Consultant payment of \$75,000 (seventy five thousand dollars) to manage the place-making programs and projects, with such amount to be funded through existing downtown capital funds; and

WHEREAS, the Agreement establishes a one year completion schedule with the option to extend the term for one year;

NOW THEREFORE BE IT RESOLVED that the Director of the Office of Planning and Economic Development is hereby authorized to enter into the Agreement in substantially the form attached hereto, and, upon consultation with the City Attorney's Office, is further authorized to take all other actions and to 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.

PROFESSIONAL SERVICES AGREEMENT

Downtown Place-Making Initiative

THIS AGREEMENT between the parties dated the ___ day of August, 2021 (the "Agreement") is hereby entered into between **Bridgeport Downtown Special Services District** with offices at **938 Broad Street, Bridgeport, Connecticut 06604** (the "**Consultant**") and **the City of Bridgeport** through the Office of Planning & Economic Development, with offices at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS, the City advertised a Request for Proposals ("RFP") on September 11, 2020 or entities capable of providing project management services and capable of serving as an agent for the City's Office of Planning and Economic Development ("OPED") in administering and completing a series of place-making and place activating projects downtown Bridgeport (see **Exhibit A** attached);

WHEREAS, the Consultant submitted its proposal on or before October 2, 2020 attached hereto as **Exhibit B**; and

WHEREAS, the Board of Public Purchases reviewed and approved the solicitation and selection process at its meeting on July 21, 2021; and

WHEREAS, the City selected the Consultant based upon its proposal and further based upon the Consultant's statements and representations made therein; and

WHEREAS, the Office of Planning & Economic Development is utilizing capital funding to contract with the Consultant; and

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to provide project management services for a series of place-making and place activating projects downtown Bridgeport, such duties being more detailed and delineated in the Consultant's Proposal (Exhibit B) and the Scope of Work attached hereto and made a part hereof as **Exhibit C** and such other tasks as the City may direct the Contractor to perform within the general scope of activities for which the Contractor is being engaged (the "**Services**" or "**Project**").

2. Term of Engagement. This Agreement shall commence on the date of the Notice to Proceed to be issued by the City's Purchasing Department and shall continue in full force and effect for one (1) year therefrom, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

(a) Extension. The City, in its sole discretion, may offer the Consultant the option to extend the Term for one (1) year within thirty (30) days of the expiration of the initial Term.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the City upon request during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from the City Capital Account.

(b) Fee; Payment. For its Services, the Consultant shall be paid fifteen percent (15%) of the City's cost of each Project ("Fee") up to a maximum not-to-exceed amount of Seventy-Five Thousand Dollars (\$75,000.00). The Consultant may either: (1) submit its Project expense invoices with a fifteen percent (15%) mark-up reflecting its Fee or (2) submit a separate invoice for its Fee with all backup documentation, including Project expense invoices, activities conducted to the City on a monthly basis for the prior month's Services rendered, which invoices the City shall pay within 45 days of receipt of a complete invoice. The City will promptly review each Consultant invoice and shall, within ten (10) business days of receipt, either approve such invoice for payment or advise Consultant of any revisions or additional documentation necessary to render such invoice so approved. **Invoice shall be submitted to:**

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

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods

and may be relied upon by the City. The City acknowledges that all such information and reports were prepared for the Project at hand and are neither represented nor warranted to be appropriate for reuse on any other project or under different circumstances and that any such reuse shall be at the sole risk of the City and without liability to the Consultant.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs. Such materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of

the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Noncircumvention. [INTENTIONALLY OMITTED]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel and/or subcontractors to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary

fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses, or will acquire prior to commencing Services, all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT

THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Director, Office of Planning and Economic Development
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

Tyisha S. Toms, Esq.
Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

13. Termination For Default: Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes

an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law. The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

(a) Initiation of Dispute Resolution Process. In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this Agreement that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), 999 Broad Street, 2nd Fl., Bridgeport, CT 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

(b) Court proceedings. Either party may proceed to resolve a dispute, after exhausting subparagraph (a) above, in a Court of competent jurisdiction within the state of Connecticut.

(c) Joinder in Other Proceedings. The City reserves the right to require the joinder and participation of the other party to this Agreement in any other mediation, arbitration or litigation involving a claim by another party that relates to the subject matter set forth in this Agreement and, reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this agreement into such mediation, arbitration, or litigation when doing so is deemed by the City to be in its best interests.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship

between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the negligence or misconduct of the City, its elected officials, officers, department heads, employees or agents.

(b) Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the

State of Connecticut and having a minimum Best's A 15 financial rating acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

(2) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 10 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

Additional insured—The Consultant and its permitted 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 commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Consultant 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 canceled, 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.

19. Communications. All communications shall be made orally or in writing to the Director of Planning and Economic Development for the City of Bridgeport or his respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective 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 extreme weather conditions, natural disasters, 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 any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a

change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(i) No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to be for the benefit of, or shall be enforceable by, any person other than the parties hereto and their permitted successors and assigns.

(j) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(k) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(l) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

(m) Entire Agreement. This Agreement represents the whole of the agreement between the parties and supersedes all prior agreements between the parties with regard to the subject matter hereof unless specifically incorporated into this instrument

[INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

CITY OF BRIDGEPORT

By: _____
Joseph P. Ganim
Mayor

CONSULTANT

By: _____
Name:
Title:
duly-authorized

DRAFT

Exhibit A

Requests for Proposals

DRAFT

City of Bridgeport
Office of Planning & Economic Development
Request for Proposals

Project Management Services for Downtown Place-Making Initiative

1). Introduction

The City of Bridgeport's Office of Planning and Economic Development ("OPED") seeks proposals from entities capable of providing project management services and capable of serving as OPED's agent in administering and completing a series of place-making and place-activating projects in downtown.

2). What Kinds of Projects?

The City wishes to implement a series of high-impact, modest-cost public art installations and public space improvement projects designed to make the downtown more beautiful and distinct and interesting and enjoyable and inviting. These improvements are to be made in both the public realm and (with the willing cooperation of private property owners and private business owners) potentially on private property as well. Additionally, some projects may involve the creation and management of seasonal events or of ongoing programs designed to enhance the quality of life downtown. (*See Exhibit 1 for Specific Projects*).

3). What Kinds of Project Management Services Are Needed?

The entity providing the project management services (the "PM") will be responsible for administering the projects to completion. The PM will work with OPED to conceptualize, budget, prioritize, schedule and sequence the projects from among a list of activities the City would like to complete. Contracting with urban designers, contractors, artists, vendors, suppliers, property owners, (at times in interaction with other city departments), the PM will then execute the projects. The PM will manage permitting, procurement, and contracting. The PM will also develop and administer a communications program designed to highlight progress, create enthusiasm, and attract resources and partners. Though the City will fund the bulk of the improvements, it will look to private partners for funding as well and will ask the project manager to help structure and administer such private-public funding partnerships.

4). What Experience is Required?

- 1) Managing and completing public placemaking projects
- 2) Working directly for, and with, a municipal development office.
- 3) Managing public procurement, public contract administration, permitting.
- 4) Budgeting and accounting for publicly funded projects.
- 5) Managing contractors, consultants, vendors.
- 6) Working with downtown property owners and business owners (large and small).
- 7) Working with local contractors, suppliers, vendors, artists.
- 8) Working with community groups (e.g., Waterfront Advisory Committee, resident and business groups).
- 9) Implementing a successful communications program for related work.

5). Fee Structure and Terms

- * 12-month contract for CY 2021, with a performance-based 1-year renewal for CY 2022
- * Project Management Entity will earn a 15% fee against the public cost of completed projects
- * Contract will be not to exceed \$75,000 per year against anticipated \$500K annual capital program
- * Contract subject to City MBE Ordinance (Ch. 3.12.130) & Employment Opportunities Ordinance (Ch. 3.29)
- * Subcontracts also subject to City MBE Ordinance and City Employment Opportunities

For City MBE Ordinance, Click Here.

For City Employment Opportunities Ordinance, Click Here.

6). Submittal Requirements for Respondents to this RFP – Please Provide:

- 1) A cover letter describing the responding entity and stating its qualifications.
- 2) A list of personnel to be involved, with an explanation of respective roles.
- 3) An outline of the proposed approach to implementing this initiative.
- 4) Specific examples of relevant work (not: links to web-based information will suffice)
- 5) A list of references (note: links to web-based information will suffice)

7). Selection Criteria: The City shall consider the following three equally weighted criteria:

- 1) Respondent's specifically related successful experience and track record working with a municipality.
- 2) Respondent's specifically related professional skills, administrative abilities & organizational capacity.
- 3) Respondent's understanding of this scope of work and of what is required to accomplish it.

8). City Selection Committee – Shall consist of five individuals representing the following City offices:

- 1) Office of Planning & Economic Development, Planning Division (2)
- 2) Office of Planning & Economic Development, Economic Development Division (1)
- 3) Department of Public Facilities (1)
- 4) Office of Small and Minority Business Enterprise (1)

9). Anticipated Timeline for Selection and Contracting

- 1) Thursday 9/10/20, 2 p.m. – RFP issued
- 2) Friday 10/2/20, 2 p.m. – Responses received
- 3) Monday 10/5/20 thru Thursday 10/8/20 – Selection Committee interviews short-listed respondents
- 4) Monday 10/12/20 – OPED submits Committee recommendation to Board of Public Purchases
- 5) Wednesday 10/14/20 – Board of Public Purchases considers OPED recommendation
- 6) Monday 10/19/20 – OPED submits recommendation to City Council as referral to Contracts Committee
- 7) Monday 11/2/20 – OPED recommendation received by City Council on its agenda as referral item
- 8) Tuesday 11/10/20 – City Council Contracts Committee convenes to consider contract
- 9) Monday 11/16/20 – Full City Council votes on contract
- 10) Monday 12/7/20 – Execution of contract with OPED
- 11) Monday 1/4/2021 - Contracted work begins

10). City Reservation of Rights; Limitations of Liability; Confidentiality of Proposals

The City reserves the right to reject any and all proposals for any reason or for no reason. The City may select one proposer, more than one proposer, or may reject all proposers. The City reserves the right to withdraw this RFP and to decline to re-advertise this opportunity. Proposers pursue this RFP opportunity at their sole risk expense and are not entitled to make any claim against the City for costs associated with their pursuit of this RFP. Any selection(s) made pursuant to this RFP will not in and of itself confer any rights upon the selected proposer(s). Any information submitted to the City becomes the property of the City. Financial information or other information identified as confidential or trade secret information submitted by a proposer will be treated as confidential to the extent that the *Connecticut Freedom of Information Act* recognizes such information as confidential. Any selection(s) made, and the resulting contract, will be subject to the approval of the Bridgeport City Council.

Exhibit 1 - What Specific Projects?

a) Bank Street: from Main to John

- *reveal brick beneath roadway
- *roadway art and/or activation
- *overhead artistic lighting

b) Markle Court

- *overhead artistic lighting

c) Cannon Street: Main to Broad

- *painting street wall
- *beautifying dumpster alley
- *extending painted walkway through Read's parking lot

d) Baldwin Plaza (Cannon, Broad, Fairfield)

- *Pergola Shade Sails for seating in center
- *Artistic Treatment of Vents
- *Re-orienting public seating at perimeter and throughout
- *Plant crazy beautiful flower beds in the green spaces
- *Plant a pumpkin patch and let the vines grow and grown and grow.
- *programming play spaces in green quadrants
 - croquet
 - corn hole
 - horseshoes
 - ice sculpting
 - gnome gardens
 - Pokemon Go
 - light sculptures
 - angel wings, picture spots
 - sprinklers or misting
 - kite flying
 - portable swimming pool with floating fountain in the center
 - latticed walkways to walk through or sit under
 - bring in a giant pumpkin and hay bales
 - plant winter lettuce
 - plant sunflowers
 - wind chimes
 - colored spotlights into the sky

e) Post Office Square (Main, Golden Hill, Middle)

- *temporary e-z ice skating rink for winter
- *swing set
- *light sculptures
- *climbing wall
- *camera – to show videos of people as they walk by
- *lighted pathways

f) McLevy Green

- *lighting and music, lighted sculpture, removing or improving information kiosk

g) 999 Broad at John Street

*remove fence, paint utility box, plant slope, protect ramp

h) Train Station Improvements

LED Colored String Lighting Under Building

LED Colored String Lighting Under Tracks to Waterfront Deck

Feather Signs or Banners or Streamers at Waterfront Deck

High Benches or Cubes to Sit on at Waterfront Deck

Swing Set at Waterfront Deck

i) Throughout Downtown

Artistic painting of manhole covers

Artistic painting of sidewalk plates

Artistic treatment of fences or poles or the blank sides of street signs

Artistic treatment of utility boxes

Uplighting of Historic Buildings (McLevy Hall, Post Office, State Courthouse, CitiSavings)

Skinny Silhouette pop-up sculptures – Highlighting Interesting Stuff or business or downtown residents.

Thermometer – Showing Residential Growth or restaurant or business or employment growth

Unify all ornamental lamps with equally bright bulbs

Provide outdoor speakers for ambient music

Installation of marked on-street loading Spaces (1 at Main near Fairfield)

Installation of additional on-street parking (3 spaces at Fairfield near Main), with restriping of yellow line

Facilitation of Outdoor Dining Parking Space Patios and Enclosures or Public Space Patios and Enclosures

i) Other Projects Not Listed Here? - Yes, by all means, we are open to suggestions!

k) Communications – (web-based, visual, interactive as to outreach, survey data, polling)

*strategy to raise awareness, show progress, invite participation, measure results and impact

1) Mural Art – Private Building Walls

*painted, printed, photographic, mosaic, sculpted, lighted, neon, interactive

*see attached exhibit showing privately-owned building walls

John and West



Housatonic Ave



Existing Mural on Elm Street – Might Need Touch Up to Make More Visible



Parking Garage Wall Facing West Along Elm Street



Firestone Building Facing Parking Lot



High Wall Segment – Mid-Block on Fairfield Ave



Holiday Inn Middle Street



Holiday Inn Main Street



Holiday Inn Fairfield Avenue

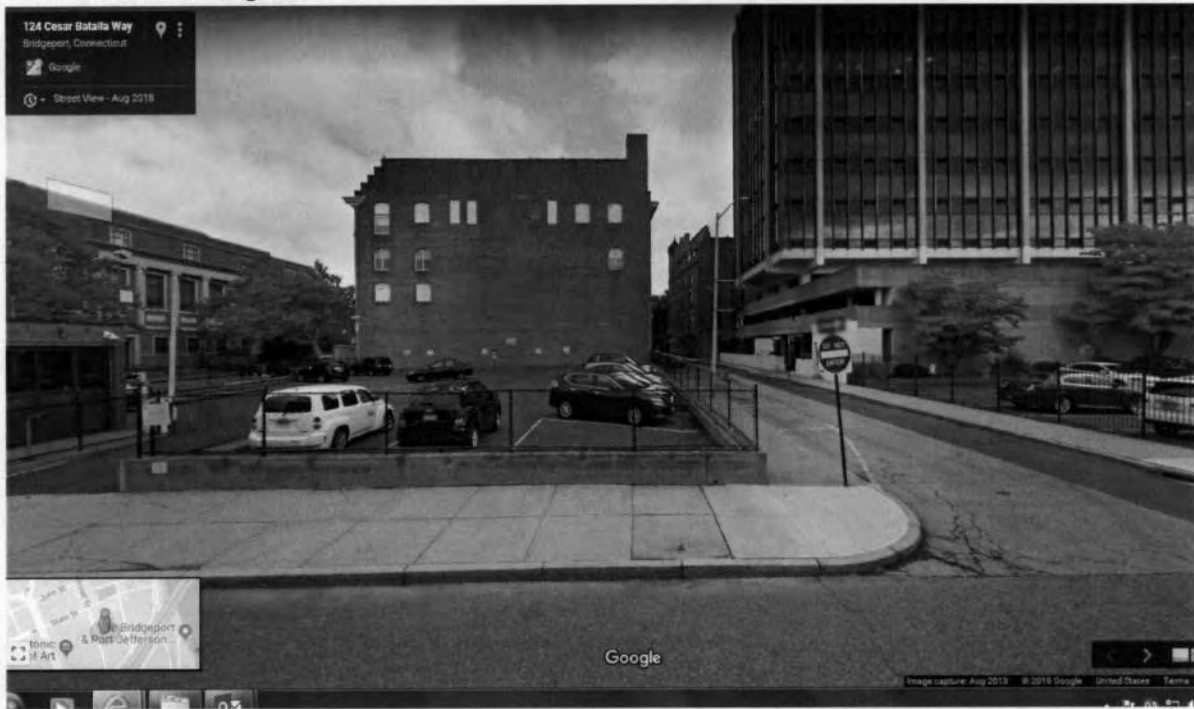


Congress Street & Housatonic Avenue



Google

Markle Court – Facing South



Main Street Buildings – Rear Facing Middle Street – Between Bank and John



Facing Broad Street – At Fairfield Avenue

Code of Ordinances Brid... Vision Government Solub... Welcome to the City of Br... Opportunity Zone Naviga... Welcome to BidSync | http://metrocg.mapxpress



Facing Broad Street at Fairfield Avenue



Old CT Post Building on Cannon Street – Facing Broad



On Fairfield Avenue – Facing Broad



At Main & Elm – Facing west on Elm



Reads Building on Broad – Framed Blank on Ground Floor Facing Cannon



Corner of Fairfield and Middle – H&R Block Building Wall Facing Water Street



Interior Alley – Fairfield Ave

Street View - Aug 2018



m) Mural Art – Public Highway Overpasses

*implementation of “Paint the Park City”

*see attached exhibit showing walls and color palettes selected

Route 8 Underpasses

#8-A: Rt 8/25 and Prospect Street, looking west



#8-B: Rt 8/25 and State Street, looking west



#8-C: Rt 8/25 and John Street, looking west



#8-D: Rt 8/25 and Fairfield Avenue (Rt 130), looking west



1-95 Underpasses

#95-A: I-95 and Park Avenue, looking north



#95-B: I-95 and Park Avenue, looking north, east side of Park Ave



#95-C: I-95 and Myrtle Avenue, looking north



#95-D: I-95 and Warren Street, looking north



#95-E: I-95 and Lafayette Street, looking north



#95-F: I-95 and Broad Street, looking north



#95-G: I-95 and Main Street, looking north



Exhibit B

Consultant's Proposal

DRAFT



October 2, 2020

Pedro Silva
Purchasing Department
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

Officers

Philip Pires, Chairman
C&W Associates II, LP

Kim Morque, Vice Chairman
Main State Ventures, LLC

Eric Gross, Treasurer
John Broadcannon, LLC

Robert Schneider, Secretary
Jimmy's A&N, LLC
Ex Officio

Commissioners

Karolyn Egbert
Trefz Corporation

Fred Frassinelli
AMS Real Estate

David Iassogna
People's United Bank

Philip Kuchma
Kuchma Corporation

Ryan McClay
Forstone Capital, LLC

Max Pastor
Bordentown DB, LLC

City of Bridgeport

Daniel Roach
Ex Officio

Staff

Lauren Coakley Vincent
President + CEO

Dear Mr. Silva,

As the Business Improvement District for the Park City, the mission of the Bridgeport Downtown Special Services District (DSSD) is to "promote the preservation and development of the downtown business district; make the area more attractive and accessible; and enhance the public perception of downtown Bridgeport through overseeing and managing its appearance, security, and cleanliness." Our vision for Downtown Bridgeport is for it to become renowned as a friendly, eclectic business and residential community flourishing at the intersection of commerce, community, and culture(s). To that end, the DSSD is pleased to submit this **response to Project Bid Number PEX03321A, Project Management Services for Downtown Place-Making Initiative.**

The Bridgeport DSSD is a quasi-governmental special taxing district authorized by Connecticut General Statute, primarily funded by the *additional* property tax assessment of three mils paid by each owner of real taxable property within the district's boundaries. The DSSD invests those funds into services that bolster the sense of culture and community in the heart of Downtown through open space beautification, our friendly team of Ambassadors who keep the district clean and safe, and a diverse array of activities, including the Colorful Bridgeport marketing campaign and events like the Downtown Farmers Market.

We are proud to note that the Colorful Bridgeport campaign was created utilizing 100% local contractors, suppliers, vendors, and artists – many of whom are minority and women-owned businesses. The Bridgeport DSSD is operated under the direction of a nine member Board of Commissioners, listed at left, representing property owners in Downtown Bridgeport. Further, the DSSD is accountable to all property owners within the district and gathers their input at regular intervals throughout the year.

continued on the next page.

In addition to the qualifications highlighted on the previous page, the Bridgeport DSSD is uniquely positioned to deliver the services requested as follows:

- Since its founding in 1987, the DSSD has managed and completed a number of place-making projects in the district, while working directly with several City agencies, including but not limited to Health, Parks, Planning and Economic Development, Police, and Public Facilities.
- As a quasi-governmental entity, the DSSD is required to comply with and well practiced in public procurement, contract administration, permitting processes, and accounting for publicly funded projects.
- The DSSD has just one staff member, and is currently delivering its services through contractors, consultants, and vendors of various types and expertise.
- The range and breadth of community groups, resident, and business groups with which the DSSD regularly partners are listed in the enclosed "Proposed Approach" section.

Enclosed you will find a list of personnel to be involved in the initiative, an outline of the proposed approach to implementing this initiative, relevant work, a list of references, as well as the required certificate of insurance and ownership disclosure. Please connect with me should you have any questions at (203) 908-3622 or by email on lauren.dssd@infobridgeport.com.

Sincerely,



Lauren Coakley Vincent
President + CEO

cc: Philip Pires, Chair, DSSD Board of Commissioners
Thomas Gill, Director, Office of Planning and Economic Development
Bill Coleman, Deputy Director, Office of Planning and Economic Development

DOWNTOWN BRIDGEPORT

Project Management Services for Downtown Place-making Bid Number PEX03321A

Downtown Bridgeport is a commercial area that represents and serves a diverse tapestry of the wider Bridgeport community. The public parks and independently owned restaurants and shops that populate the street-level spaces in our neighborhood create connection points that foster the sense of community so special to the Downtown and the city. Through the Bridgeport Downtown Special Services District's (DSSD) Colorful Bridgeport integrated marketing and streetscape management campaign, we celebrate the full spectrum of Downtown and its beautiful and vibrant overlapping forms, shapes, and colors that intersect through its people, streets, places, and spaces. The stability and success of our Downtown will be a point of hope as the city rebuilds from the COVID-19 pandemic and other historical challenges.

The Bridgeport DSSD created Colorful Bridgeport to activate and enliven the Downtown through public art, place-making, and underutilized space programming aimed at:

- Defining and setting the value proposition for Downtown Bridgeport's revitalization story;
- Establishing Downtown Bridgeport as a desirable destination based upon its recognizable, distinct identity;
- Attracting and retaining new and growing businesses to Downtown Bridgeport spaces;
- Improving quality of life for Downtown Bridgeport's residents, workers, and visitors.

It is with great excitement and enthusiasm that we submit this response to Bid Number PEX03321A, Project Management Services for Downtown Place-making. The high-impact, modest-cost projects detailed below will service and enhance the experience of residents, daytime workers, and visitors to the Downtown, while welcoming those individuals to explore different areas of the district. We believe the multi-functional spaces created will encourage lingering time in the district and at local businesses, while offering an amenity for Downtown residents and office workers. Further, our friendly team of Downtown Ambassador will direct residents, office workers, and visitors to local businesses within the district, thereby creating an economic benefit for the locally owned businesses surrounding the Downtown's project spaces enhanced through this initiative.

2. PERSONNEL TO BE INVOLVED

The Bridgeport DSSD has just one staff member, and is currently delivering its services through contractors, consultants, and vendors of various types and expertise, all of which were selected through competitive bidding RFP processes. For the purpose of the project work included in the Downtown Place-making Initiative, the DSSD would engage a "Downtown Place-making Project Management Team" consisting of a contracting and procurement lead, a lighting and public art lead, a public space activation lead, and a communications lead.

We strongly believe that our community can help itself. The DSSD is a quasi-governmental entity, and therefore does not consist of the type of ownership considered under the City's MBE ordinance. While our quasi-governmental structure is similar to a nonprofit organization, we feel confident that

we could engage at least 50 percent minority- and/or woman-owned business enterprise (M/WBE), City-based, or Connecticut-based businesses as the "Downtown Place-making Project Management Team" and subcontractors to implement the project work.

Further, the following is a selection of the community, resident, business, and arts and culture groups with whom the Bridgeport DSSD has strategically partnered in the past and on current projects that can be engaged in each phase of the initiative:

- Community: Bridgeport Generation Now, Bridgeport International Academy, Bridgeport Public Library, Groundwork Bridgeport, Housatonic Community College, Resilient Bridgeport, Trust for Public Land, University of Bridgeport, and the Waterfront Advisory Board
- Resident: Greater Bridgeport Latino Network, Read's Artspace Tenant's Association, and Urban Bike Tours of Bridgeport
- Business: Bridgeport Chamber of Commerce/BRBC, Bridgeport Economic Development Corporation, Bridgeport Farmers Market Collaborative, Connecticut Main Street Center, Connecticut Small Business Development Center, I Luv Bpt, International Downtown Association, Led By Us, Southern Connecticut Black Chamber of Commerce, and YouthWorks
- Arts and Culture: The Barnum Museum, Bridgeport Arts + Cultural Council, City Lights Gallery/Bridgeport Art Trail, CT Beardsley Zoo, Cultural Alliance of Fairfield County, Discovery Museum, Housatonic Museum of Art, Magnacon 7 Enterprises/BPT Creates, The Mary & Eliza Freeman Center for Community and History, The NEST Arts Factory, and WPKN 89.5 Community Radio

3. PROPOSED APPROACH

The Bridgeport DSSD Downtown Place-making Project Management Team (project team) will gather input from Downtown stakeholders – property owners, residents, business owners, office workers, and others – to guide discussions with the Office of Planning and Economic Development on the priorities, budget, sequencing, and scheduling of project implementation. Initially, the DSSD project team will seek input on sites with the highest potential to impact our shared goal of enlivening the Downtown so that it may be a vibrant mixed-use neighborhood in the following project areas:

1. Lighting:
 - a) Bank Street from Main to John
 - b) Markle Court
 - f) McLevy Green
 - i) Throughout Downtown - unify all ornamental lamps with equally bright bulbs
2. Public Art:
 - a) Bank Street from Main to John
 - c) Cannon Street from Main to Broad
 - f) McLevy Green
 - i) Throughout Downtown - artistic painting of streetscape and roadway elements
 - l) Mural Art – Private Building Walls
 - m) Mural Art – Public Highway Overpasses
3. Public Space Activation:
 - a) Bank Street from Main to John
 - f) McLevy Green

- i) Throughout Downtown - Facilitation of Outdoor Dining Parking Space Patios and Enclosures or Public Space Patios and Enclosures

The DSSD project team will then engage vendors with expertise in the identified project areas. These may include, but would not be limited to engineers, surveyors, general contractors and construction, landscape architects, lighting designers, artists, suppliers, property owners, and others. The preference will always be to select a local, minority- or woman-owned business enterprise vendor, where possible.

Pending more detailed stakeholder input on installation options and the ability to secure, structure, and administer required additional funding in partnership with the City; the DSSD would then advance to pursue lighting, public art, activation, and wayfinding projects at these sites:

- d) Baldwin Plaza (Cannon, Broad, Fairfield)
- e) Post Office Square (Main, Golden Hill, Middle)
- h) Train Station Improvements
- i) Aspects of this section not listed above

During the planning, preparation, and implementation phases for each project site, the DSSD project team will craft a communications campaign with the goal to highlight progress, create enthusiasm, and attract resources or partners. Our successful implementation of the Colorful Bridgeport campaign, created in collaboration with local vendors detailed below, is a model we would replicate if selected for this project.

4. RELEVANT WORKS EXAMPLES

All of the Bridgeport DSSD's work touches on the Downtown Place-making Initiative's goal to make the downtown more beautiful, distinct, interesting, enjoyable, and inviting. The examples included below are intended to highlight our past and current work that is relevant to the strategic impact areas identified in section 2 and exhibit 1 of the request for proposals.

Communications

In 2018, the Bridgeport DSSD selected local firm, The Bananaland, after reviewing a range of responses to its own marketing and design services bidding process. The Bananaland was tasked with initiating a community-driven design process that resulted in the concept for Colorful Bridgeport, an integrated marketing and streetscape management campaign that celebrates the full spectrum of Downtown and its beautiful and vibrant overlapping forms, shapes, and colors that intersect through its people, streets, places, and spaces. We are proud to tout that all of the graphic design, still photography, and video content were sourced from local creators at the strategic direction of The Bananaland. Those local creators have included minority- and woman-owned firms, such as 100 From the Line, Holly Danger Studio, Kristyn Miller Photography, Peralta Design, The Recinos Company, and Whiskey & Oxfords. Further the campaign's focus is elevating and uplifting local assets with each subsequent series of content: www.colorfulbridgeport.com; www.instagram.com/colorfulbridgeport/.

Streetscape and Public Space Activation

- Downtown Ambassador Program – our friendly team of Downtown Ambassadors, engaged through vendor Block by Block, keep Downtown's streets clean, beautify our public spaces, and contribute to public safety efforts. <http://blockbyblock.com/program/bridgeport-downtown>
- Seasonal plantings – we install, water, and maintain the ground planters around McLevy Green, along Main Street from Cesar Batalla Way to Elm Street, and permanent beds at the Broad Street Steps.
- Baldwin Plaza and McLevy Green enhancements – with Community Development Block Grant funding facilitated by the City, we secured and installed benches and trash cans, as well as beautiful seasonal plantings in these public spaces. The enhancements were secured and purchased using our Downtown Streetscape and Planting Guidelines, created by local landscape architecture firm Artemis Landscape Architects. <https://bit.ly/3jjEBiJ>
- Café lighting in McLevy Green – the DSSD partnered with BPT Creates and the City's Public Facilities Department to envision, plan, and install café lighting around McLevy Green. The lighting has added to the vibrancy and atmosphere of the public space: <https://www.instagram.com/p/BIZiHp1haCf/>
- Main Street bioswale – the DSSD partnered with the City of Bridgeport, Artemis Landscape Architects, BPT Creates, Cabezas-DeAngelis Engineers and Surveyors, Michael Singer Studio, and Vaz Quality Works to design, install, and maintain the Downtown's first bioswale.
- PARK(ing) Day – in partnership with the Discovery Museum, the Beardsley Zoo, the Barnum Museum, and local artists, we took over and activated parking spaces on Fairfield Avenue and Main Street outside of Trattoria 'A Vucchella, Funchal Americana Buffet, and Bean N' Batter. <https://www.instagram.com/p/B2pHwbVnR6k/>
- Project for Public Spaces (PPS) Placemaking – we engaged PPS to craft a placemaking study focused on a series of “Lighter, Quicker, Cheaper” (LQC) projects aimed at positioning Downtown Bridgeport to become a center for urban innovation. Many of the 2012 study's insights are still relevant to this initiative's goals. <https://infobridgeport.wpengine.com/wp-content/uploads/2019/08/A-Creative-Placemaking-Agenda-for-Bridgeport-Jan-12.pdf>
- Decorative Light Pole Banner program – each year the DSSD coordinates sponsorship, design, and installation of colorful banners on the decorative light poles around the district. This year's theme thanks and acknowledges frontline workers: <https://www.instagram.com/p/CFuSuSKnMcs/>.
- Downtown Bridgeport Small Business Pandemic Relaunch Grant – while not a traditional streetscape activation program, the DSSD raised and distributed funds, paired with business counseling and technical assistance to prevent business closures at the ground floor level due to the COVID-19 pandemic. Our perspective is that an active street level contributes to public safety in the district, and we therefore wanted to ensure that street level businesses remained active throughout the duration of the pandemic and beyond: <https://infobridgeport.com/relaunch-grant-program/>
- A Pop of Color – this series of visual art installations were intended to activate vacant storefronts and encourage foot traffic during the slower winter months. All of the artists selected for the series were local, as well as the musicians who performed at the opening and closing receptions. The DSSD secured funding, coordinated with property owners, and oversaw the installation of the artworks in collaboration with the managing director of The NEST Arts Factory, Jane Davila: <https://infobridgeport.com/a-pop-of-color/>

<https://www.facebook.com/media/set/?vanity=ColorfulBridgeport&set=a.10162390256930005>

Public Art

- A Pop of Color (see above)
- Painted utility boxes – the DSSD solicited sponsorship and engaged local artist and Read’s Artspace resident, Liz Squillace, to paint themed utility boxes throughout the Downtown. One painted utility box was used as the inspiration for the painted Broad Street Steps.
- Peacock Alley mural – we collaborated with Groundwork Bridgeport, BPT Creates, Bridgeport Arts + Cultural Council, and the Trust for Public Land to fund, design, and paint the walkway on the north side of the Read’s Artspace building, known as Peacock Alley:
<https://www.instagram.com/p/B1PJJaURnyeH/>;
<https://www.facebook.com/BPTCREATES/photos/a.356754321132609/1406889646119066>
- Color It In mural (work in progress) – we are working with a stakeholder group consisting of residents, cultural organization leaders, Downtown business owners, and property owners to fund, design, and implement a series of murals in the Downtown. Current sites that are funded with artist selection underway include the 115 Middle Street storefront (<https://infobridgeport.com/color-it-in-mural/>) and the Mary & Eliza Freeman-themed mural to be located in Downtown North (<http://infobridgeport.com/wp-content/uploads/2020/08/ColorItIn-Mural-1126Prospectus.pdf>).

Events

- Downtown Farmers Market – the weekly farmer market serves to provide fresh, Connecticut grown, organic produce, along with other locally made food and artisan crafted goods. The seasonal market runs from early July to mid-October in McLevy Green and previous to this season, due to COVID-19 restrictions, employed local musicians and artists to add to the event atmosphere: <https://www.instagram.com/p/CDhdsHcnEDt/>
- Jane’s Walk Bridgeport – the DSSD hosts an annual walk, bicycle ride, and public conversation about the principles of community-led neighborhood development. This year, the event is expanding to honor one of Bridgeport’s own heroes, Laurayne Farrar-James. The past and current event partners include Art Simplicated, the Bijou Theatre, Bikeport Co-op, Bridgeport Generation Now, the Bridgeport Public Library, the City of Bridgeport, the Cultural Alliance of Fairfield County, the Trust for Public Land, and Urban Bike Tours of Bridgeport: <https://www.facebook.com/events/1286649911499891/>
- PechaKucha Nights – the DSSD partnered with The Barnum Museum, City Lights Gallery, and Nina Lesiga, Inc. to offer this quarterly storytelling event, which leverages conversation and connection between presenters and attendees. Each of the events attracted over 150 attendees to Downtown Bridgeport:
<https://www.facebook.com/events/439019883632608/>
- Small Business Saturday – for the past four years, the DSSD has partnered with the Bridgeport Regional Business Council and the CT Small Business Development Center to highlight and promote Bridgeport businesses during Small Business Saturday, a national day to celebrate and support locally-owned, small businesses. The event takes place on the Saturday after Thanksgiving each year, at the peak of the holiday shopping season:
<https://mailchi.mp/infobridgeport.com/shopsmall2019-1199031>

- Holiday Lighting on McLevy Green – we recruited from our Downtown Farmers Market vendors and partnered with the City of Bridgeport to set up a vendor area during the holiday lighting event. The vendors provided food and drink, as well as gift and accessories offerings: <https://www.instagram.com/p/B5p3d-AHfbx/>.
- Colorful Conversations – these are events that communicate the value proposition of Downtown Bridgeport’s revitalization story and serve to attract residents, entrepreneurs, and visitors to the neighborhood’s public and private spaces. A sampling of these events is attached as an addendum. Each event has its own objectives and crafted feel, but each contribute to Colorful Bridgeport’s larger campaign goal.
- Friday Recess – the DSSD formerly programmed Baldwin Plaza with games, music, and other lunch time attractions for general use by residents and daytime workers. This event series was a continuation and extension of the placemaking activities related to the Downtown Farmers Market.

5. REFERENCES

Below is a selection of references taken from the community, resident, business, and arts and culture strategic partners listed in the sections above.

Organization/Business	Contact Name/Title	Phone	Email
The Bananaland	Marcella Kovac, Principal	203-244-8345	split@thebananaland.com
Bridgeport Chamber of Commerce/BRBC	Dan Onofrio, President	203-335-3800	gonofrio@bbc.org
Bridgeport Economic Development Corp.	Edward Lavernoich, President	203-335-3800	lavernoich@brbc.org
Bridgeport Generation Now	Gemeem Davis, Co-Director		gemeem@bptgennow.com
Bridgeport Public Library	Elaine Braithwaite, Head Librarian	203-576-7400	ebraithwaite@bridgeportpubliclibrary.org
Cabezas-DeAngelis Engineers & Surveyors	Chris DeAngelis, Principal	203-330-8700	chrisd@cd-engineers.com
City Lights Gallery/Bpt Art Trail	Suzanne Kachmar, Executive Director	203-334-7748	citygallerybpt@gmail.com
CT Small Business Development Center	Valeria Bisceglia, Business Advisor	860-576-0641	valeria.bisceglia@uconn.edu
Greater Bridgeport Latino Network	Edward Martinez, President	203-864-3779	gbln@hotmail.com
Groundwork Bridgeport	Christina Smith, Executive Director	203-335-6126	csmith@groundworkbridgeport.org
Housatonic Community College	Kim McGinnis, Dean of Students	203-332-5183	kmcginnis@hcc.commnet.edu
Led By Us	Natalie Pryce, Principal	203-644-7105	natalie.pryce@ledbyusct.com
Magnacon 7 Enterprises/BPT Creates	Razul Branch, Owner/Founder	203-395-1395	magnacon7@gmail.com
The NEST Arts Factory	Jane Davila, Managing Director	203-690-1335	nestartsfactorygallery@gmail.com
Peralta Design	Ramon Peralta, Principal	203-513-2222	ramon@peraltadesign.com
Read's Artspace Tenant's Association	Lauri MacLean, President		maclean.lauri@gmail.com
The Recinos Company	Daniel Recinos, Owner/Founder	203-873-1802	danielr@therecinoscompany.com
Southern CT Black Chamber of Commerce	Diana Washington, President	855-856-1791	dianalee.washington@gmail.com
Trust for Public Land	Walker Holmes, CT State Director	203-777-7369	walker.holmes@tpl.org
Whiskey & Oxfords	Brandon Smith, Owner/Founder	203-400-1942	brandon@whiskeyandoxfords.com



Colorful Conversations

Events Completed

Downtown Bridgeport radiates with diversity. From the cultural mecca of food and drink, to the variety of arts and entertainment, to the people of all walks of life. Its many hues of humans, food, art, and business make it a place unlike any other. Colorful Bridgeport spreads color and joy through public art, activations, and events with the goals of economic development, distinct identity, positive perception, and an improved quality of life for all.

Colorful Bridgeport is about celebrating the full spectrum of Downtown and its beautiful and vibrant overlapping forms, shapes, and colors that intersect through its people, streets, places, and spaces. **Colorful Conversations** are events that communicate the value proposition of Downtown Bridgeport's revitalization story and serve to attract residents, entrepreneurs, and visitors to Downtown Bridgeport public and private spaces. Each event has its own objectives and crafted feel, but each contribute to the campaign's larger goal.

COMMUNITY BRUNCH

Date / Time: Saturday, April 13, 2019 / 11:00a - 1:00p

Venue: Vacant storefront at 200 Fairfield Avenue, Bridgeport, CT 06604

Event Objectives

1. Host a neighborhood conversation about public art and placemaking with individuals that represent and promote the image of Downtown Bridgeport.
2. Create connections and facilitate communication between Downtown Bridgeport community members on a defined topic related to the district.
3. Generate video and photo content to be used in the Colorful Bridgeport campaign.

Local Businesses Featured

- [A Pinch of Salt](#), catering
- [AMS Real Estate](#), building owner of venue
- [The Bananaland](#), creative direction and event coordination
- [City Lights Vintage](#), props and clothing
- [Fruta Juice](#), catering
- [Kristyn Miller Photography](#), photography
- [Leisha's Bakeria](#), catering
- [The Recinos Company](#), videography
- [Source Coffeehouse](#), catering

Event Format

Brunch conversation: A brunch was provided and community conversation facilitated about public art and placemaking. Guiding questions included:

1. What is the impact of public art on community? Then specifically, our community?
2. How can color and/or art play a role in activating vacant and empty space?
3. What does a thriving arts and cultural downtown look like?
4. Why is Bridgeport colorful now? And how can it continue to be in the future?

Each guest was asked to turn to their neighbor (left, right, across, get up and move to a new seat) to converse about each question. When inspired, guests wrote down comments or thoughts on Post It notes to display on the response wall in the vignette areas. The discussions ended with calls to actions focusing on ways to stay engaged with the DSSD and the Colorful Bridgeport campaign.

Color Vignettes: Each vignette had a backdrop of color. Our friends at City Lights Vintage provided fun clothes and props to add to guests' festive attire. While they waited, mingling, posting to the comment wall, and, eating more of the brunch was encouraged.

JANE'S WALK BRIDGEPORT

Date / Time: Saturday, May 5, 2018 / 3:00 - 5:00p

Venue: Multiple locations in Downtown Bridgeport. See featured businesses list below.

Event Objective: Create space for thoughtful conversations that foster inclusion, creativity, exchange, in the name of community-driven city building.

Local Businesses and Organizations Featured

- Arcade Mall
- B:Hive Bridgeport
- Bijou Theatre
- bikeport co-op
- BLENDS Gallery
- Bridgeport Generation Now
- Bridgeport Public Library
- City Lights Gallery
- City of Bridgeport
- Cultural Alliance of Fairfield County
- Downtown Cabaret Theatre
- Harlan Haus
- Hatch 130
- HSW residential building
- I Luv Bridgeport
- Urban Bike Tours of Bridgeport

Event Format

A Jane's Walk is a weekend of free, public walks inspired by the legacy of urbanist and writer Jane Jacobs that since its inception in 2007 takes place annually the first weekend of May in hundreds of cities across the globe. Jane's Walks are often walking tours, but they can also be bike rides, poetry readings, performance art, games, and more. A Jane's Walk is a unique story about how you see, interact with, and feel about a place or topic.

Jane's Walks Bridgeport combined the simple act of exploring the city with personal observations, local history, and civic engagement. Participants on both the walk and bike ride engaged in a participatory, experiential activity that brought them to parts of the Downtown that they would not normally see. Participants paired up with a walking/biking buddy and discussed the guiding questions while experiencing the cityscape. At the next stop, the pair rotated partners so that each could meet and learn from a new person. Guiding questions included:

- How do you feel about this place?
- What makes it special or unique to you? Meaningful? Important?
- What is quintessentially Bridgeport about this place?
- What other kinds of third places are needed in the downtown?

CREATING COMMUNITY TOWN HALL

Date / Time: Tuesday, April 24, 2018 / 5:30 - 8:00p

Venue: Read's Artspace Gallery, 1042 Broad Street, Bridgeport, CT 06604

Event Objectives

1. Engage downtown Bridgeport artists, residents, and business owners in discussion of their shared interest in defining the identity of the neighborhood.
2. Observe where stakeholders are interested, follow that conversation and expand on it, identify what stakeholders care about and what is meaningful to them.
3. Promote Jane's Walks event

Local Businesses and Organizations Featured

- 1188 Main Street Lofts
- Bridgeport Generation Now
- City of Bridgeport
- Cultural Alliance of Fairfield County
- Kuchma Corporation
- Paradox Ink
- Read's Artspace Gallery
- Resilient Bridgeport
- University of Bridgeport

Event Format

Four presenters shared insights on their respective upcoming and current development projects in and around Downtown Bridgeport. Event attendees were asked to engage with the presenters and other attendees on the presentation content, how Downtown Bridgeport was being shaped by each project, and what participants would have liked to see in its future.

Each presenter was required to provide a brief (five minutes max) and engaging overview of the project, answer the guiding questions (see below), and end with a call to action. Presenters were not to approach the presentation as a selling opportunity – each project presented had to have an entry point for a citizen to engage or get involved, either through questions or direct action. Guiding questions included:

1. Where within the Downtown neighborhood was the project's main focus?
2. How would the project's major activities and outcomes help to make Bridgeport more livable?
3. How would the project affect the culture of the City?
4. In what ways, if any, would the project undertake meaningful citizen engagement with Bridgeport's diverse population?
5. Why should the average citizen have cared about or participated in the project?

Projects Presented

- 1188 Main Street Lofts: Project Principals Mark Reed and Patrick Normoyle shared updates on the conversion process and progress of the former Jayson and Newfield buildings into mixed-use residential units, now known as the 1188 Main Street Lofts. The 1188 Lofts demonstrate where 19th Century restored architecture meets 21st Century contemporary interiors to create a rental experience previously unseen in Bridgeport.
- Bring Density for a Day to Bridgeport: Presented by Liz Squillace of Paradox Ink, and keeping true to the goals of connecting different parts of the city and of being site-specific, the "Density for a Day" idea communicated the notion of the simultaneous One-Day Activation of multiple spaces in a neighborhood - and then moving this around the different neighborhoods on different days. Rather than being connected to Downtown Thursdays, the thought was to move this to a series of Saturdays.
- The Broad Street Art Walk: Presented by Phil Kuchma of the Kuchma Corporation and Liz Squillace of Paradox Ink, the project is on-going in that it seeks to re-connect parts of the City separated by the highway and the stadium. The Art Walk would activate and unify Broad Street as it runs from City Hall and the Painted Stairway right into Seaside Park with a mix of permanent and temporary art installations.
- Resilient Bridgeport: Andrei Harwell from Yale University Urban Design, and a member of the Resilient Bridgeport planning team, connected the flood hazard mitigation plans in the South End with their ultimate impact on the Downtown. The plans intended to safeguard the shore by building a large berm and improve the neighborhood through actively integrating the arts in the project.



DOWNSP-01

AAVILES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER People's United Insurance Agency, Inc. 850 Main Street Bridgeport, CT 06604	CONTACT NAME: Barbara Pouchet PHONE (A/C, No, Ext): (203) 338-2028 800 E-MAIL ADDRESS: Barbara.Pouchet@peoples.com FAX (A/C, No): (844) 267-0076												
INSURER(S) AFFORDING COVERAGE													
INSURED	<table border="0"> <tr> <td>INSURER A : Philadelphia Indemnity Ins. Co.</td> <td style="text-align: right;">NAIC # 18058</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Ins. Co.</td> <td style="text-align: right;">30104</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Philadelphia Indemnity Ins. Co.	NAIC # 18058	INSURER B : Hartford Underwriters Ins. Co.	30104	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY			PHPK2127192	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE X OCCUR		X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPIOP AGG \$ 3,000,000
							\$
	GENL AGGREGATE LIMIT APPLIES PER:						
							\$
							\$
							\$
A	AUTOMOBILE LIABILITY			PHPK2127192	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	X HIRED AUTOS ONLY		X	SCHEDULED AUTOS			BODILY INJURY (Per accident) \$
				NON-OWNED AUTOS ONLY			PROPERTY DAMAGE (Per accident) \$
							\$
A	X UMBRELLA LIAB			PHUB720468	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$
				DED X RETENTION \$ 10,000			Annual Aggreg \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6S6OUB4N32128-0-20	2/28/2020	12/30/2020	X PER STATUTE OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	E.L. DISEASE - EA EMPLOYEE \$ 100,000			
				E.L. DISEASE - POLICY LIMIT \$ 500,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Bid Number # PEX03321A, Project Street Address(es) in Downtown Bridgeport. The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns, as their interests may appear are included as additional insureds when required by written contract, per the terms, conditions and exclusions of the referenced General Liability policy. The certificate holder will receive 30 days written notice of cancellation, except in the case of non-payment of premium.

CERTIFICATE HOLDER City of Bridgeport 999 Broad Street Bridgeport, CT 06604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>People's United Insurance Agency, Inc.</i>
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OWNERSHIP DISCLOSURE AND NO CONFLICTS FORM

EVERY BUSINESS THAT SUBMITS A BID, PROPOSAL, QUOTATION, QUALIFICATION PACKAGE OR OTHER SUBMISSION TO THE CITY OF BRIDGEPORT PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED) HAVING A VALUE OR POTENTIAL VALUE OVER \$25,000 MUST FULLY AND ACCURATELY COMPLETE THIS DISCLOSURE FORM OR ITS SUBMISSION WILL BE DEEMED NON-RESPONSIVE. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Business: Bridgeport Downtown Special Services District

Person signing this form: Lauren Coakley Vincent

Title: President + CEO

Phone Number: (203) 908 - 3622

The undersigned hereby represents and warrants that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (check one)

- | | |
|--|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input checked="" type="checkbox"/> other <u>special taxing district</u> |

2. Business Address: 938 Broad Street
Bridgeport, CT 06604

3. State of incorporation or organization: Connecticut
 Other _____

4. What other trade names does the Business use, if any?
Bridgeport DSSD, DSSD

5. (a) Identify all officers, directors, managing or general partners, or managing members.

<u>Name</u>	<u>Address</u>	<u>Title</u>
-------------	----------------	--------------

Philip Pires, Chairman, *C&W Associates II, LP*

116 Broad Street, Bridgeport, CT 06604

Kim Morque, Vice Chairman, *Main State Ventures*

1 North Water St, Norwalk, CT 06854

Eric Gross, Treasurer, *John Broadcannon, LLC*

1087 Broad Street, Bridgeport, CT 06604

Robert Schneider, Secretary, *Jimmy's A&N, LLC (ex officio)*

990 Main Street, Bridgeport, CT 06604

Karolyn Egbert, Commissioner, *Trefz Corporation*

10 Middle Street, Bridgeport, CT 06604

Fred Frassinelli, Commissioner, *AMS Real Estate*

881 Lafayette Blvd., Bridgeport, CT 06604

David Iassogna, Commissioner, *People's Bank*

850 Main Street, Bridgeport, CT 06604

Philip Kuchma, Commissioner, *Kuchma Corp.*

162 Elm Street, Bridgeport, CT 06604

Ryan McClay, Commissioner, *Forstone Capital*

750 East Main St, Stamford, CT 06902

Max Pastor, Commissioner, *Bordentown DB*

957 Main Street, Bridgeport, CT 06604

(b) Identify owners of 5% or more interest in the Business:

Not applicable.

6. Identify any parent, affiliate or subsidiary organization of the Business.

(a) Company's name Not applicable., a

- a corporation
- a limited liability company
- a limited liability partnership
- a general partnership
- a sole proprietorship
- other _____

State of Incorporation or organization: _____

Relationship to your company: _____

(b) Company's name _____, a

- a corporation
- a limited liability company
- a limited liability partnership
- a general partnership
- a sole proprietorship
- other _____

State of Incorporation or organization: _____

Relationship to your company: _____

[Add additional sheets if necessary.]

7. Has the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members,

within the past three (3) years been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, concluded or served a sentence imposed for, or otherwise admitted to:

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|-------------------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) the violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) willfully failing to perform in accordance with the terms of one or more public contracts, agreements or transactions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) having a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) willfully violating a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

8. Initial as appropriate below:

None of the persons listed herein is related by blood or marriage to any City of Bridgeport government official or employee. LCV (Initial)

OR

One or more of the persons listed herein is related by blood or marriage to a City of Bridgeport government official or employee. (Explain in detail below or attach additional sheet if necessary). _____ (Initial)

-
9. Does the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents have any business or familial relationship, through ownership, directorship, contractual arrangement, control, or other arrangement with any of the subcontractors to be used on the work involved in the bid for which this form is being submitted? Yes (Yes or No)

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 9, EXPLAIN ON AN ATTACHED SHEET.

10. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT. LCV (Initial)

11. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE PROMPTLY UPDATED UPON ANY CHANGE. LCV (Initial)

WARNING: Falsifying information on this form, or failing to promptly notify the City of changes to the information contained in it during the course of the Business's performance of the work will constitute a default under any contract or purchase order awarded to the Business, and will permit the City to terminate its contract with the Business and pursue its legal rights and remedies as to such Business.

Dated: 10/02/2020



Name: Lauren Coakley Vincent
Title: President + CEO
duly-authorized

STATE OF CT }
COUNTY OF Hfd } ss. _____

Oct 1, 2020

Personally appeared before me, Karen Coakley Vincent (name), the District
President + CEO (title) of Bridgeport Downtown Social Services (name
of Business), who swore to the truth of the foregoing as his/her free act and deed
and the free act and deed of same as above (name of Business)
before me.

Kathleen Cianci
Notary Public: Kathleen Cianci
My commission expires on: 10/31/20
Commissioner of the Superior Court

Addendum: Response to Paragraph 9.

The Bridgeport DSSD prioritizes hiring local contractors and vendors, where possible, for project work within the district. As such, a vendor or contractor may be the commercial or residential tenant of an officer or commissioner on the Board of Commissioners. If the DSSD is selected as the vendor for Project Bid Number PEX03321A: Project Management Services for Downtown Place-Making Initiative, and such a business relationship exists with an identified subcontractor, the DSSD will disclose that information to the Office of Planning & Economic Development in a timely manner.

Exhibit C

Scope of Work

The Bridgeport DSSD Downtown Place-making Project Management Team (project team) will gather input from Downtown stakeholders - property owners, residents, business owners, office workers, and others - to guide discussions with the Office of Planning and Economic Development on the priorities, budget, sequencing, and scheduling of project implementation. Initially, the DSSD project team will seek input on sites with the highest potential to impact our shared goal of enlivening the Downtown so that it may be a vibrant mixed-use neighborhood in the following project areas:

1. Lighting:

- o a) Bank Street from Main to John
- o b) Markle Court
- o f) Mclevy Green

2. Public Art:

- o a) Bank Street from Main to John
- o c) Cannon Street from Main to Broad
- o f) Mclevy Green
- o i) Throughout Downtown - artistic painting of streetscape and roadway elements
- o l) Mural Art - Private Building Walls
- o m) Mural Art - Public Highway Overpasses

3. Public Space Activation:

- o a) Bank Street from Main to John
- o f) Mclevy Green
- o e) Post Office Square (Main, Golden Hill, Middle)

The DSSD project team will then engage vendors with expertise in the identified project areas. These may include, but would not be limited to engineers, surveyors, general contractors and construction, landscape architects, lighting designers, artists, suppliers, property owners, and others. The preference will always be to select a local, minority- or woman-owned business enterprise vendor, where possible.

Pending more detailed stakeholder input on installation options and the ability to secure, structure, and administer required additional funding in partnership with the City; the DSSD would then advance to pursue lighting, public art, activation, and way-finding projects at these sites:

- d) Baldwin Plaza (Cannon, Broad, Fairfield)
- e) Post Office Square (Main, Golden Hill, Middle)
- h) Train Station Improvements
- i) Aspects of this section not listed above

During the planning, preparation, and implementation phases for each project site, the DSSD project team will craft a communications campaign with the goal to highlight progress, create enthusiasm, and attract resources or partners.

Any project to be undertaken by Consultant shall obtain prior written approval of the City, which may be withheld in the exercise of its commercial business judgment. Maintenance responsibility for developed projects will be governed by individual maintenance agreements to be provided by the City.

DRAFT



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

JOSEPH P. GANIM
Mayor

THOMAS F. GILL
Director

COMM. 119-20 Ref'd to Contracts Committee on 09/07/2021. WILLIAM J. COLEMAN
Deputy Director

September 1, 2021

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

**Re: Resolution Authorizing the Execution of a Professional Services Agreement
for Waterfront Plan Implementation - For Referral to Contracts Committee**

Dear City Clerk and Honorable Members of the City Council:

The attached resolution would authorize OPED to enter into a professional services agreement with the Trust for Public Land to manage activation and placemaking projects along the city's waterfront pursuant to *Waterfront Bridgeport*, the city's waterfront master plan.

This item is for referral to the Contracts Committee, which convenes September 14th, 2021.

A representative from OPED will be there to present the matter for your consideration.

Truly Yours,
Bill Coleman
Bill Coleman
Deputy Director

C: Thomas Gill, Director
Associate City Attorney Tyisha Toms, Esq.

RECEIVED
CITY CLERKS OFFICE
21 SEP - 1 PM 3:48
ATTEST
CITY CLERK

RESOLUTION
Authorizing the Execution of a Professional Services Agreement
for Waterfront Plan Implementation

WHEREAS, *Waterfront Bridgeport*, the City's waterfront master plan, as adopted by the City Council on May 1st, 2017, sets forth a vision for enhancement and greater public access to the Bridgeport waterfront; and

WHEREAS, *Waterfront Bridgeport* addresses economic development and investment goals, public access, environmental justice, neighborhood needs, open space and water recreation opportunities, urban design, public programming and activation, city image enhancement and resiliency; and

WHEREAS, the Office of Planning and Economic Development (OPED) is working collaboratively with the Waterfront Advisory Board, a group of citizens and stakeholders, to implement several recommendations in the *Waterfront Bridgeport*; and

WHEREAS, the key to such efforts, and to securing their broader economic impact, is to continue with the work consistently so as to build momentum, get to scale, and demonstrate commitment;

WHEREAS, toward that end, OPED sought to procure a consultant to implement such projects on a consistent basis, by administering a public Request for Proposals ("RFP") process from September 14th, 2020 to October 7th, 2020;

WHEREAS, of the responses received, OPED has judged the response and proposal of The Trust for Public Land, of New Haven (the "Consultant") to be the best value for the City; and

WHEREAS, the City's Board of Public Purchases reviewed and approved OPED's solicitation and selection process and recommendation at its meeting of July 21, 2021;

WHEREAS, working with OPED pursuant to the results of the RFP process, the City Attorney's Office has developed the attached Professional Services Agreement (the "Agreement"); and

WHEREAS, the Agreement establishes an annual Consultant payment of \$75,000 (seventy five thousand dollars) to manage the place-making programs and projects, with such amount to be funded through existing capital funds; and

WHEREAS, the Agreement establishes a one year completion schedule with the option to extend the term for one year;

NOW THEREFORE BE IT RESOLVED that the Director of the Office of Planning and Economic Development is hereby authorized to enter into the Agreement in substantially the form attached hereto, and, upon consultation with the City Attorney's Office, is further authorized to take all other actions and to 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.

PROFESSIONAL SERVICES AGREEMENT

Waterfront Plan Implementation

THIS AGREEMENT between the parties dated the ___ day of August, 2021 (the "Agreement") is hereby entered into between **The Trust for Public Land** with offices at **101 Whitney Avenue, Second Floor, New Haven, Connecticut 06510** (the "**Consultant**") and **the City of Bridgeport** through the Office of Planning & Economic Development, with offices at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS, the City advertised a Request for Proposals ("RFP") on September 14, 2020 for entities capable of providing project management services and capable of serving as a representative for the City's Office of Planning and Economic Development ("OPED") in completing a series of projects to develop a continuous public waterfront pathway highlighted by interesting and inviting and active public spaces and uses (see **Exhibit A** attached);

WHEREAS, the Consultant's proposal was received on or before October 7, 2020 attached hereto as **Exhibit B**; and

WHEREAS, the Board of Public Purchases reviewed and approved the solicitation and selection process at its meeting on July 21, 2021; and

WHEREAS, the City selected the Consultant based upon its proposal and further based upon the Consultant's statements and representations made therein; and

WHEREAS, the Office of Planning & Economic Development is utilizing capital funding to contract with the Consultant; and

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to provide project management services for a series of projects to develop a continuous public waterfront pathway, such duties being more detailed and delineated in the Consultant's Proposal (Exhibit B) and the Scope of Work attached hereto and made a part hereof as **Exhibit C** and such other tasks as the City and the Contractor agree to perform within the general scope of activities for which the Contractor is being engaged (the "**Services**" or "**Project**").

2. Term of Engagement. This Agreement shall commence on the date of the Notice to Proceed to be issued by the City's Purchasing Department and shall continue in full force and effect for one (1) year therefrom, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

(a) Extension. The City, in its sole discretion, may offer the Consultant the option to extend the Term for one (1) year within thirty (30) days of the expiration of the initial Term.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and shall provide the City with a summary of work completed and examples of project work such as documents, photos, etc., which records shall be submitted to the City upon request during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from the City Capital Account.

(b) Fee: Payment. For its Services, the Consultant shall be paid fifteen percent (15%) of the City's cost of each Project ("Fee"), up to a maximum not-to-exceed amount of Seventy-Five Thousand Dollars (\$75,000.00). The Consultant may either: (1) submit its Project expense invoices with a fifteen percent (15%) mark-up reflecting its Fee or (2) submit a separate invoice for its Fee with all backup documentation, including Project expense invoices, activities conducted, , to the City on a monthly basis for the prior month's Services rendered , which invoices the City shall pay within 45 days of receipt of a complete invoice. The City will promptly review each Consultant invoice and shall, within ten (10) business days of receipt, either approve such invoice for payment or advise Consultant of any revisions or additional documentation necessary to render such invoice so approved. **Invoice shall be submitted to:**

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

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods

and may be relied upon by the City. The City acknowledges that all such information and reports were prepared for the Project at hand and are neither represented nor warranted to be appropriate for reuse on any other project or under different circumstances and that any such reuse shall be at the sole risk of the City and without liability to the Consultant.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

If the Consultant-produced work products are from the Consultant's Research & Innovation Team, Climate Smart Team or Conservation Finance teams, then the Consultant may not be able to provide the City full ownership and would instead provide the City with a license for use.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs. Such materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same

degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Noncircumvention. [INTENTIONALLY OMITTED]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel and/or subcontractors to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses, or will acquire prior to commencing Services, all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL

DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Director, Office of Planning and Economic Development
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

Tyisha S. Toms, Esq.
Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty

(30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law. The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

(a) Initiation of Dispute Resolution Process. In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this Agreement that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), 999 Broad Street, 2nd Fl., Bridgeport, CT 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

(b) Court proceedings. Either party may proceed to resolve a dispute, after exhausting subparagraph (a) above, in a Court of competent jurisdiction within the state of Connecticut.

(c) Joinder in Other Proceedings. INTENTIONALLY OMITTED.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the

withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

(b) Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A 15 financial rating acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

(2) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 10 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

Additional insured—The Consultant and its permitted 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 commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Consultant 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 canceled, 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.

19. Communications. All communications shall be made orally or in writing to the Director of Planning and Economic Development for the City of Bridgeport or his respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective 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 extreme weather conditions, natural disasters, 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 any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(i) No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to be for the benefit of, or shall be enforceable by, any person other than the parties hereto and their permitted successors and assigns.

(j) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(k) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(l) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

(m) Entire Agreement. This Agreement represents the whole of the agreement between the parties and supersedes all prior agreements between the parties with regard to the subject matter hereof unless specifically incorporated into this instrument

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

CITY OF BRIDGEPORT

By: _____
Joseph P. Ganim
Mayor

CONSULTANT

By: _____
Name:
Title:
duly-authorized

DRAFT

Exhibit A
Requests for Proposals

DRAFT

City of Bridgeport
Office of Planning & Economic Development
Request for Proposals
Seeking Project Management Services
For the
Implementation of The Bridgeport Waterfront Master Plan
Development of Continuous Public Waterfront Path
Improvement of City-Owned Waterfront Properties

A). Introduction

The City of Bridgeport's Office of Planning and Economic Development ("OPED") seeks proposals from entities capable of providing project management services and capable of serving as OPED's agent in completing a series of projects to develop a continuous public waterfront pathway highlighted by interesting and inviting and active public spaces and uses.

B). What Kinds of Projects?

Consistent with the City's Waterfront Master Plan, OPED wishes to implement a series of waterfront access projects designed to bring people, family activity, recreational activity, arts, and investment to underutilized areas of the city's waterfront, particularly within the Downtown and in the East Side and East End neighborhoods of the city. These improvements are to be made in both the public realm and potentially on private property as well. In addition to physical improvement projects, some projects may involve the creation and management of seasonal events or of ongoing programs designed to enliven and enrich the waterfront experience.

C). What Kinds of Project Management Services Are Needed?

The entity providing the project management services (the "PM") will be responsible for administering the projects to completion. The PM will work with OPED to conceptualize, budget, prioritize, schedule and sequence the projects from among a list of activities and initiatives that the City would like to complete. Contracting with urban designers, contractors, artists, vendors, suppliers, property owners, (at times in interaction with other city departments), the PM will then execute the projects. The PM will manage permitting, procurement, and contracting. The PM will also develop and administer a communications program designed to highlight progress, create enthusiasm, and attract resources and partners. Though the City will fund the bulk of the improvements, it will look to private partners for funding as well and will ask the project manager to help structure and administer such private-public funding partnerships. See *Exhibit 1 for Specific Projects*.

D). What Experience is Required?

- 1) Managing and completing public placemaking and conservation projects
- 2) Working directly for, and with, a municipal development office.
- 3) Managing public procurement, public contract administration, permitting.
- 4) Budgeting, accounting for, and developing funding for public-private projects.
- 5) Managing contractors, consultants, vendors.
- 6) Working with issues pertaining to the improvement of public land and public parks
- 7) Completing real estate transactions (e.g., easements, acquisitions) with private & public parties
- 8) Working with issues of conservation, waterfront access, environmental remediation, public health
- 9) Working with property owners, contractors, suppliers, vendors, artists.
- 10) Working with community groups, resident groups, and business groups.
- 11) Implementing a successful communications program for related work.

E). Fee Structure and Terms

- * 12-month contract for CY 2021, with a performance-based 1-year renewal for CY 2022
 - * Project Management Entity will earn a 15% fee against the public cost of completed projects
 - * Contract will be not to exceed \$75,000 per year against anticipated \$500K annual capital program
 - * Contract subject to City MBE Ordinance (Ch. 3.12.130) & Employment Opportunities Ordinance (Ch. 3.29)
 - * Subcontracts also subject to City MBE Ordinance and City Employment Opportunities Ordinance
- For City MBE Ordinance, Click Here.
For City Employment Opportunities Ordinance, Click Here.

F). Submittal Requirements for Respondents to this RFP – Please Provide:

- 1) A cover letter describing the responding entity and stating its qualifications.
- 2) A list of personnel to be involved, with an explanation of respective roles.
- 3) An outline of the proposed approach to implementing this initiative.
- 4) Specific examples of relevant work (note: links to web-based information will suffice)
- 5) A list of references (note: links to web-based information will suffice)

G). Selection Criteria: The City shall consider the following three equally weighted criteria:

- 1) Respondent's specifically related successful experience and track record working with a municipality.
- 2) Respondent's specifically related professional skills, administrative abilities & organizational capacity.
- 3) Respondent's understanding of this scope of work and of what is required to accomplish it.

H). City Selection Committee – Shall consist of five individuals representing the following City offices:

- 1) Office of Planning & Economic Development, Planning Division (1)
- 2) Office of Planning & Economic Development, Economic Development Division (1)
- 3) Bridgeport Harbor Commission or Bridgeport Harbor Master's Office (1)
- 4) Department of Public Facilities or Parks Department (1)
- 5) Office of Small and Minority Business Enterprise (1)

I). Anticipated Timeline for Selection and Contracting

- 1) Tuesday 9/15/20, 2 p.m. – RFP issued
- 2) Wednesday 10/7/20, 2 p.m. – Responses received
- 3) Thursday 10/8/20 thru Monday 10/12/20 – Selection Committee interviews short-listed respondents
- 4) Tuesday 10/13/20 – OPED submits Committee recommendation to Board of Public Purchases
- 5) Wednesday 10/14/20 – Board of Public Purchases considers OPED recommendation
- 6) Monday 10/19/20 – OPED submits recommendation to City Council as referral to Contracts Committee
- 7) Monday 11/2/20 – OPED recommendation received by City Council on its agenda as referral item
- 8) Tuesday 11/10/20 – City Council Contracts Committee convenes to consider contract
- 9) Monday 11/16/20 – Full City Council votes on contract
- 10) Monday 12/7/20 – Execution of contract with OPED
- 11) Monday 1/4/2021 - Contracted work begins

J). City Reservation of Rights; Limitations of Liability; Confidentiality of Proposals

The City reserves the right to reject any and all proposals for any reason or for no reason. The City may select one proposer, more than one proposer, or may reject all proposers. The City reserves the right to withdraw this RFP and to decline to re-advertise this opportunity. Proposers pursue this RFP opportunity at their sole risk expense and are not entitled to make any claim against the City for costs associated with their pursuit of this RFP. Any selection(s) made pursuant to this RFP will not in and of itself confer any rights upon the selected proposer(s). Any information submitted to the City becomes the property of the City. Financial information or other information identified as confidential or trade secret information submitted by a proposer will be treated as confidential to the extent that the *Connecticut Freedom of Information Act* recognizes such information as confidential. Any selection(s) made, and the resulting contract, will be subject to the approval of the Bridgeport City Council.

Exhibit 1 - What Specific Projects?

1)The Waterfront Pathway – The Unifying Project

The core feature of the Bridgeport Waterfront Master Plan (the “WMP”) is the creation of a continuous pathway and/or linear park system to provide public access to the waterfront. To achieve this, the City (with the PM’s help) will need to complete the following tasks:

- a) construct public access improvements & amenities on publicly owned waterfront
- b) negotiate access agreements, easement agreements, donations, acquisitions of private land
- c) conclude environmental clean-up work as may be needed to render sites usable
- d) improve bulkheads & water’s edge treatments as needed to render sites usable
- e) install waterward and in-water features (e.g., docks, piers, launches, place-making features)
- f) advance the clean-up of waterways (e.g., removal of derelict structures)
- g) construct landward improvements on public rights of way (e.g., bike paths, walks, accessways)
- h) advance municipal development plans as may be needed for eminent domain acquisitions

2)Improving City-Owned Waterfront Properties

1)Pequonnock River and Adjacent Public Rights of Way

a)5 Stratford Ave (aka “The Sliver”)

- coordinate design and construction of inviting, active, flood resilient public open space

b) Water Street (aka “Waterfront Deck” at the Bridgeport Train Station)

- renovate waterfront deck & create inviting connection to Water Street
- reestablish lapsed DEEP permit for floating dock
- explore vendor interest in reestablishing community boating facility
- explore vendor interest in establishing inner harbor launch & water taxi service
- coordinate design & installation of in-water amenities (e.g., moorings, floating island)

c)Congress Street (Bridge and Bridgeport Fire Department Headquarters)

- establish pathway identity as crosswalk on Congress Street
- renovate and re-establish existing public access area at Fire Department
- establish kayak launch at fire department boat ramp

d)Water Street Baseball Field (aka “Riverfront Park” – 202 Housatonic Ave)

- establish public access and pathway route in concert with ball field use
- establish public access and pathway on Lumber Street
- explore development RFP for site in concert with adjacent private site

e) Grand Street (closed roadway and former bridge abutment at the Pequonnock River)

- connect street visually to Pequonnock River Bike Trail as accessway to the river
- improve aesthetics of bridge abutment as river overlook area
- design connection from bridge to city property at 560 N. Washington Ave (Unit 8)

f)560 North Washington Ave (Unit 8)

- design pathway, assess environmental issues, improve visual appearance

g)645 Knowlton Street

- improve as overlook and bird-watching area to the river
- support maintenance and cleanliness and security program for overlook
- support complementary development of Knowlton Street bikeway
- support complementary traffic calming improvements to Knowlton Street

h)459 Knowlton Street (aka "Knowlton Park")

- improve park with splash-pad type attraction
- improve park with kayak launch, perhaps with public mural wall
- support maintenance and cleanliness and security program for park grounds
- support complementary development of Knowlton Street bikeway

i)337 Knowlton Street (aka "Knowlton Walls Public Art Park")

- reestablish DEEP permit for seasonal floating dock installation
- install floating dock from Maple Street to Barnum Ave
- improve Maple Street and Barnum Ave as public accessways
- support maintenance and cleanliness and security program for grounds
- support complementary development of Knowlton Street bikeway
- support complementary traffic calming improvements to Knowlton Street

j)141 & 173 Stratford Avenue (aka "AGI Site")

- support marketing of development RFP for site
- support design and development of waterfront boardwalk along site

2)Johnson's Creek and Central Avenue and Public Rights of Way

a)336 Central Ave & 179 Trowel Street & Adjacent Areas

- coordinate permitting & construction of public access boardwalk with marsh restoration

b) Public Rights of Way to the Water (Adams St, Deforest Ave, Dekalb Ave)

- advance Johnson's Creek master plan to open and improve these public accessways

c)City Owned Creekbank Waterward of Private Properties

- advance Johnson's Creek master plan for continuous public access along Creek

d)Central Avenue Bikeway and Traffic Calming

- provide support to complementary effort

3) Yellow Mill Channel & Waterview Ave & Crescent Ave

a) Waterview Ave – 3 parcels (398, 408, 420 Waterview Ave)

- design and construct public seating area or art or overlook or kayak launch
- support complementary development of Waterview Avenue bikeway
- support complementary traffic calming improvements to Waterview Avenue

b) Waterview Park (650 Waterview Ave)

- design and construct amenities to enhance experience with the water
- design landscape improvements to enhance experience with the water
- explore in-water installation of docks and kayak launch or school-based aquaculture
- design and construct general improvements to the park for family use
- design overlook along Crescent Avenue at head of the channel

4) Seaside Park

- explore with Parks Commission and OPED such improvements as:
 - restoration of skate park
 - introduction of public art
 - introduction of paddleboard, kayak, bike-board vending opportunity
 - Introduction of wave-runner vending opportunity
 - expansion and/or improvement of protected bike-paths
 - RFP for Bathhouse as restaurant or event space opportunity
 - introduction of food truck court

5)Pleasure Beach

- explore with OPED & Parks Commission and Harbor Master such improvements as:
 - restoration of water taxi service
 - Highline park installation on abandoned bridge as in-water attraction
 - introduction of kayak rental program
 - introduction of nature preserve programming

6)Throughout- Waterfront Wide

- 1)Support City Discussions with Private Owners re: Existing & Proposed Public Access Easements
- 2)Develop signage and color schemes and visuals for "Bridgeport Waters"
 - access, pathway, launches, boating, art, fishing, birdwatching, nature, information
- 3)Develop seasonal events at appropriate waterfront spots
 - water-fire, boat parades, floating islands, pumpkin fest, beach party, art events
- 4)Develop and support water-related vendor and business opportunities
 - boat rentals, event space rental, food truck events, floating restaurants, aquaculture
- 5)Develop social media campaign to show progress and market Bridgeport Waters
- 6)Develop needed capital plans and P3 partnerships to fund Bridgeport Waters' ongoing work
- 7)Develop partnership with WPCA re: identification & management of storm & sewer outflows
- 8)Develop partnership with Health Department re: water quality testing and public information

Exhibit B

Consultant's Proposal

DRAFT

Proposal for Implementation of the Bridgeport Waterfront Master Plan



To the Office of Planning and Economic Development:

The Trust for Public Land is pleased to submit this proposal to the City of Bridgeport in response to the request for proposals seeking project management services for the implementation of the Bridgeport Waterfront Master Plan. We participated in the Waterfront Master Plan community engagement process in 2017 and have been committed to partnering with the City of Bridgeport, residents, and organizations to implement the plan ever since. During the planning process about the Waterfront Master Plan, one city official said of the plan and its vision of a 20-mile waterfront pathway, "This is about health, equity, and justice." It is also about environment, place-making, economic prosperity, and people. The pathway will run through nine of Bridgeport's 13 neighborhoods and 40,000 residents (nearly one-third of the city) live within a 10-minute walk of the proposed route. Countless cities across the country have proven that a vibrant, accessible waterfront can be the catalyst for city-wide transformation. Members of the Waterfront Advisory Board believe that the waterfront pathway vision is literally the pathway to a brighter future for Bridgeport. We are excited to shine the light that makes this belief come true.

Experience and Expertise

The Bridgeport Waterfront vision is ambitious; therefore, vast experience and expertise is required of the entity providing project management services. We are confident that The Trust for Public Land has the expertise and can navigate the complexities of implementing the Waterfront Master Plan, developing a continuous public waterfront pathway, and improving city-owned waterfront properties for public access. Below we describe our experience in each of the required categories.

Managing and completing public placemaking and conservation projects

For more than 45 years, The Trust for Public Land has been working hand in hand with communities to create parks and protect land. We've created over 5,000 parks, trails, schoolyards, and protected lands. We've generated over \$80 billion in public funding for parks and access to lands and waters. We've created access to over 3 million acres of land. And we've put more than 9 million people within a 10-minute walk of a park. We believe that communities that place a high value on outdoor access for all are healthier, more resilient, and more equitable. We partner with communities to achieve these outcomes.

By 2025, we aim to generate more than \$10 billion more in funding for land protection and establish 500 protected places for public benefit. We will put a quality park within a 10-minute walk of five million people who currently lack access. We will grow our schoolyards program to expand park access for nearly 6 million people across the country and open green schoolyards in 20 underserved school districts. We will connect more than 3 million people to 1,000 miles of local and national trails and greenways. The Bridgeport Waterfront Pathway and the public spaces along its route can be among these successes.

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Our organizational approach to managing and completing projects is a collaborative one, in which our local staff manage projects with on-the-ground experience; our national experts contribute with cutting-edge expertise; and consultants accompany these efforts with highly specialized services as needed. Every community is different, and so our approach to every project is different. We work where the needs are greatest and where our efforts can make the biggest difference. Regardless of the place or the project, we know that an engaged community is a strong community – this is our guiding principle.

Working directly for, and with, a municipal development office

Our work to create parks and protect land nationwide involves public-private partnerships with municipalities of all sizes. In addition to our partnerships with municipal departments of parks, public facilities, grants, and school facilities, we have worked with municipal development offices in many locations. Notable examples include:

- CHATTANOOGA, TN: Office of Economic and Community Development at [South Chickamauga Creek Greenway](#).
- WENATCHEE, WA: Office of Economic Development at [Methow Park](#).
- DENVER, CO: Office of Economic Development at [Westwood Via Verde](#).
- NEWARK, NJ: Newark Community Economic Development Corporation and Office of Economic and Housing Development at [Newark Riverfront Park](#).

We've had the pleasure of interacting with the City of Bridgeport's Office of Planning and Economic Development (OPED) since 2012 when The Trust for Public Land first became involved in the 2013 Parks Master Plan. We participated in the development of the Waterfront Masterplan in 2017 and have been using that document to guide our work in helping to implement the plan. In recent years, our collaboration with OPED has led to successful events on the waterfront, community-driven activation projects funded by donors of The Trust for Public Land, and a Waterfront Advisory Board made up of advocates city-wide and facilitated by The Trust for Public Land's staff.

Managing public procurement, public contract administration, permitting

We have experience in managing procurement processes that mirror and adhere to public procurement rules; our on-staff attorneys are well-equipped to assist. For example, our selection of landscape architects at Johnson Oak Park mirrored common municipal bidding and contracting process; our selection of green infrastructure consultants for Sliver by the River was followed the procurement rules that govern federal funding. Our [Philadelphia program](#) uses a turnkey model of green schoolyard creation, including a contract administration model that could be replicated here in Connecticut if funding and conditions allow. Most of our projects involve some form of local or state permitting. A recent climate-smart park project in Providence, RI, the Woonasquatucket River Adventure Park, required permits from the state agency for both wetlands and brownfields.

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Budgeting, accounting for, and developing funding for public-private projects

DEVELOPING FUNDS: For every \$1 donated, The Trust for Public Land protects \$5 worth of land, creates \$2 in park construction, leverages \$2 in public funding, and leverages \$2,000 in state and local funds approved by ballot measures. Most of our work is funded through a public-private funding strategy that includes municipal, state, federal, and private contributions. When towns, counties, and states do not have dedicated sources of funding for parks, we have the expertise to work with elected officials and voters to pass legislation or win ballot measures that can create new sources of funding.

A nearby example of our public-private funding model is the [Woonasquatucket Adventure Park](#) in Providence, RI, also mentioned above. The Trust for Public Land raised funds to cover the cost of the participatory design work that envisioned the future park. We then wrote a successful grant on behalf of the City for funding from the state recreational grants program, and wrote a second successful grant on behalf of the City to receive a federal grant from the National Park Service through the Land and Water Conservation Fund. Both the state and federal grants used allocations of city capital and Trust for Public Land fundraising as match. (Of note: this same National Park Service grant brought \$375,000 to Johnson Oak Park in Bridgeport through a similar writing/ submission partnership between The Trust for Public Land and the City of Bridgeport's Central Grants Office.)

The Bridgeport Waterfront work is eligible for public grants in the categories of transportation, climate change, resilience, green infrastructure, creative placemaking, community development, brownfields, health, recreation, and more. Success of the waterfront vision will require aggressive efforts to seek funding in these areas. To date, local and regional foundations have shown interest in the effort and have indicated that demonstrations of on-the-ground progress are likely to entice further generosity. We are prepared to seek various forms of funding in partnership with the City; in this way we will leverage every dollar that the City invests.

BUDGETING AND ACCOUNTING: The Trust for Public Land has an operating budget of \$68 million. This does not include the value of the land for projects completed or the park construction. In FY20, we protected over 75,000 acres of land with a value of \$147,000,000. We also completed over \$29,000,000 in park construction. We manage each project budget with precision, tracking hard costs and soft costs along with influx of revenue from various sources and release of revenue to appropriate expenses.

IN-KIND: We bring additional leverage to public-private partnerships via in-kind investment of time and energy from academic, corporate, government, and nonprofit partners. Through a technical assistance grant, we have brought the expertise of the National Park Service's Rivers, Trails, and Conservation Assistance Program to the Bridgeport waterfront pathway effort. Yale School of the Environment students are currently working on a study that will investigate nature-based solutions to urban heat islands in Connecticut's five largest cities. UConn's Landscape Architecture program is studying the

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regional connectivity of the waterfront pathway and identifying opportunities for tactical urbanism and (near) immediate waterfront access at select locations. Our corporate partnerships have resulted in educational events for the community and cleanup/activation events via corporate volunteer days.

Managing contractors, consultants, vendors

We manage contractors, consultants, and vendors of nearly all types: appraisers, surveyors, environmental consultants, engineers, landscape architects, landscaping contractors, graphic design, signage, public relations, park/playground equipment, artists, etc. Recently, we've contracted with Biohabitats to conduct a Green Infrastructure Analysis at the Sliver by the River, to be completed in December. We worked with playground equipment vendor Kompan to create the [Cove Island Park Fitness Zone](#) via a turnkey model in partnership with the City of Stamford. We conduct due diligence work associated with every land protection effort, requiring us to contract for appraisals, surveys, environmental site assessments, etc.

Working with issues pertaining to the improvement of public land and public parks

Our 45+ year track record of success is built on the concept of "Land for People." We work only on efforts that result in public access. Frequently, through public-private partnership, this work involves improving publicly owned land and parks, as well as planning for the future stewardship of the public land and parks. Once the land is publicly owned (whether or not we were involved in the acquisition), we work with the local community to design the park that they want to use and want to help care for in the years to come. Our participatory design process encourages community cohesion and inspires long-term stewardship. We have experience in full-scale renovation to create fully transformed parks and in targeted interventions to create the park improvements that people want. We balance community need, financial feasibility, and mission delivery in all of our efforts.

Completing real estate transactions (e.g., easements, acquisitions) with private and public parties

Creating parks and protecting land often involves land transactions, including conservation easements, access easements, fee acquisitions and donations of land. In many cases, we negotiate with private landowners, hold options to purchase land, and ultimately convey properties to public entities, such as towns, cities, states, or federal agencies. In some cases, we assist local nonprofit organizations, such as land trusts, such that they become the final owners of the protected land. At the federal level, we work closely and frequently with the US Forest Service, US Fish and Wildlife Services, Bureau of Land Management, National Park Service, Department of Defense, and USDA Natural Resources Conservation Service. We also partner with US Environmental Protection Agency, US Department of Transportation, Federal Emergency Management Administration, National Oceanic and Atmospheric Administration, US Department of Housing and Urban Development, and National Endowment for the Arts. At the state level, we work closely and frequently with the Connecticut Department of Energy and Environmental

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Protection and the Connecticut Department of Agriculture. We've also worked with the Connecticut Department of Community and Economic Development, most recently on a current project in Simsbury, CT. In Connecticut, since 1986 we have protected nearly 8,000 acres of land that has created over 100 special places where people have access to nature and the outdoors.

Working with issues of conservation, waterfront access, environmental remediation, public health

Our commitments to health, equity, and climate drive every decision we make. We are confident that parks, lands, trails, and schoolyards offer first-tier solutions to some of our nation's most pressing challenges. Our Research & Innovation team uses sophisticated data and cutting-edge GIS tools to drive our decision-making so that we can work with communities to maximize the benefits of our work. Thus, the parks we create are more than places to play outside – they can also protect people from the threats of climate change, improve public health, and improve air quality, clean up environmental toxins, inspire community cohesion, and reduce crime. We manage environmental remediation in our park and land projects and we have created parks on brownfields and [Superfund sites](#). See the "examples of relevant work" section below for more projects that demonstrate these skills and expertise.

Working with property owners, contractors, suppliers, vendors, artists

As described above, we work with consultants, contractors, and vendors of all types and are equipped to handle all legal, financial, and managerial aspects. Specific to artists: We recognize the immense opportunity to include art along the waterfront and how color, music, and food create places where people want to be and stay. Bridgeport's arts scene is brimming with entities and collaboratives that are poised to liven up the city and the waterfront – the Bridgeport Art Trail, The Nest Arts Factory, Bridgeport Arts and Cultural Council, Read's Artspace, CityLights Gallery, and The Knowlton, to name a few. Individual artists are key catalysts to activating public spaces and the waterfront effort should engage local Bridgeport artists and curators like Liz Squillace, Alicia Cobb, Suzanne Kachmar, Carlos Bautista Biernay, Jane Davila, Razul Branch, Yolanda Petrocelli, and so many more.

We look forward to the work of the downtown creative placemaking initiative and we hope to participate in that effort, especially along the waterfront. We see enormous opportunity for art to help activate the Sliver by the River and to energize the adjacent areas with existing waterfront access. And we are thrilled to see the progress with the mural park at The Knowlton; we stand at the ready to collaborate there in a manner that benefits the waterfront vision.

Working with community groups, resident groups, and business groups

Community is at the center of everything that we do. We pride ourselves on our dedication to building long-term relationships of trust with individuals, community groups, resident groups, and business groups. In our line of work, we often hear the adage "change happens at the speed of trust." We agree and we operate accordingly.

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In Bridgeport, we have made great efforts to get to know the Neighborhood Revitalization Zones and the local advocates in the neighborhoods where we work. We have attended NRZ meetings for years - regularly in the East End, as well as stints in the East Side, South End, and West Side. We also believe that it is our duty as partners to show up and support communities in ways that matter to them. Whenever we have the opportunity, we visit Bridgeport neighborhoods to attend events, view press conferences, celebrate ribbon-cuttings, and visit community staples like the East End Pop-up Market.

For the past two years, The Trust for Public Land has taken on administrative support and facilitation of the Waterfront Advisory Board. While attendance at monthly meetings varies, about a dozen individuals make up a core group of regular participants. See Appendix A for a detailed description and purpose of the Waterfront Advisory Board. We engage business groups and councils through corporate volunteer days, brown bag lunch discussions, sponsorships, and the like. We enjoy a close working relationship with Bridgeport's Downtown Special Services District, and we hope this will only become stronger as we embark on designing and activating the Sliver by the River and other downtown sections of waterfront pathway.

Implementing a successful communications program for related work

Nationally, we produce a website, a blog, a bi-annual magazine, and various forms of printed collateral. We manage an active presence on most social media platforms: Facebook, Instagram, Twitter, and LinkedIn. We have the ability to create websites for specific projects, if the level of effort and cost is justified (for example: <https://www.the606.org/>). For local outreach we leverage our existing marketing resources and also seek to engage people in person as much as possible (following COVID guidelines), relying on virtual platforms as needed and on the intersectional work of our partners.

We use MailChimp as a platform for Waterfront Advisory Board email communications, and we currently have over 180 subscribers. We send monthly newsletters and announcements via Mail Chimp and are able to track open rates and level of interaction with content. We currently monitor and share waterfront-related advocacy on various social media platforms.

Proposed Personnel

The Trust for Public Land

- Walker Holmes, Connecticut State Director. Walker was an environmental consultant focused on reuse of brownfield and Superfund sites prior to joining The Trust for Public Land in 2010. She has been deeply engaged in Bridgeport communities since 2012. Walker oversees the Connecticut program, including the Bridgeport Waterfront work.

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- Raul Irizarry, Parks Program Manager. Raul has worked for regional planning agencies, practiced as a Landscape Designer and has managed public activation projects in Hartford. Raul will serve as the primary contact and Project Manager for the work.
- Honor Lawler, Land Protection Project Manager. Honor is a skilled land protection specialist with past experience working for both state and federal agencies. Honor will manage land acquisitions and easements processes.
- Nick Hoffman, Connecticut Director of Philanthropy. Nick is a career-long fundraising professional. Nick will seek philanthropic support for The Trust for Public Land and the projects among a growing portfolio of private individuals and foundations.
- Denise Mullane, Legal Director. Denise is our on-staff attorney. She has practiced real estate and corporate law for over 20 years.
- Elizabeth Sell, Marketing Manager. Elizabeth is our liaison to our national marketing team and assists with project marketing, media, and communications.
- Nette Compton, Director of Strategy. Nette worked for New York City Parks and Recreation under Adrian Benepe and is a landscape architect. Nette serves as a liaison between national and local programs nationwide and brings national-level thought leadership to our Bridgeport efforts.
- Sadiya Muqueeth, Director of Community Health. Sadiya is dedicated to social impact through public health has 13+ years of experience including at local health department, CDC, and in philanthropy. Sadiya will advise on public and community health.
- Brendan Shane, Director of Climate. Brendan has almost 15 years of experience working on climate issues. He will advise on climate, resilience, and green infrastructure.

A Note on Partnerships

If selected, we will begin the project management services scope of work with a deep bench of partners. We also recognize that as the project list is prioritized and the focus of the initiative evolves, we must remain nimble and develop new partnerships over time. In addition to the Waterfront Advisory Board, a few examples of current and evolving partnerships include:

- Groundwork Bridgeport - for work related to environmental education, urban greening, and community engagement
- Downtown Special Services District - for all work associated with downtown; pre-pandemic, DSSD's offices were the location of monthly Waterfront Advisory Board meetings.
- The Knowlton - for work associated with the art park, pathway development, and the vicinity of Knowlton Park on the Pequonnock River.
- Bridgeport Arts and Cultural Council - for art-focused activations.

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Proposed Approach

With OPED, we will collaboratively prioritize the projects listed in Exhibit 1 based on ease of implementation, availability of funding, and readiness. At the outset of the work, we would develop a workplan to guide the agreed-upon priorities; we have the ability to adapt as needed as project considerations change. We are confident that we have the expertise and organizational structure in place to successfully serve as project manager for implementation of the Bridgeport Waterfront Master Plan.

The Trust for Public Land's standard approach, based on 45+ years of success, is to execute park development projects in phases: site selection, due diligence, participatory design, schematic design, partner reviews, permitting, design development, construction documents, bidding, contracting, construction, and stewardship. Community engagement occurs throughout. We are well aware that the specific projects associated with implementing the Bridgeport Waterfront Master Plan are varied in scope, level of effort, and duration. Thus, we must focus on multiple projects at a time and consistently be able to demonstrate successes, both small and large. Stakeholders of all types in Bridgeport need to see progress in order to stay engaged in and supportive of the effort. Key considerations that will maintain project momentum and community enthusiasm include (but are not limited to):

- Implementation plan detailing Waterfront Pathway typologies (currently underway) and near-term progress on distinct sections of pathway.
- Visible, near-term activations of waterfront sites via park improvements, art, events, and media.
- Advancing the Opportunity Sites, such as the Sliver by the River.
- Funding strategy, including both public funding and private philanthropy.
- Marketing and communication plan, including pathway "branding" considerations.
- Continuous community engagement, centered around the Waterfront Advisory Board and leveraging partners and NRZs as much as possible.

A Note on Communications

It is important to recognize that communication strategies are not one-size-fits-all. We carefully weigh cost and level of effort associated with websites, social media platforms, printed materials, signage, news media placements, flyer distribution, door-knocking, and events. For the Bridgeport Waterfront effort, we will use our understanding of the community and the expertise of our national marketing team we will work collaboratively with the City and our partners to develop a communications strategy that is efficient, effective, and compelling.

A Note on Community Engagement

A City of Bridgeport staff person once said about implementing the Waterfront Master Plan: "This is a continuous call to action - not a last call, not a one-time call." The Waterfront Advisory Board is a

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welcoming body of community advocates that makes this continuous call to action possible. We are committed to supporting this group and helping it to thrive. Grounded in the principles of meaningful, informed community involvement and using the Waterfront Advisory Board as a foundation, we can create a Bridgeport Waterfront that is for the people of Bridgeport, by the people of Bridgeport.

Examples of Relevant Work (park names are hyperlinks for more information)

Waterfront Parks

- [NEWARK RIVERFRONT PARK, NEWARK, NJ](#): Built on a former brownfield next to a Superfund site in an area with a history of heavy industry, the Newark Riverfront Park and its brilliant orange pathway connects downtown Newark and the Ironbound to the Passaic River.
- [INDIA BASIN, SAN FRANCISCO, CA](#): This proposed 8-acre waterfront park in a historically underserved, environmentally degraded area will close a critical gap in the San Francisco Bay Trail and be the midway point on a 1.5-mile shoreline.

Linear Parks

- [SOUTH CHICKAMAUGA CREEK GREENWAY, CHATTANOOGA, TN](#): We have worked in tandem with the City of Chattanooga to acquire easements and fee simple property and complete this 12-mile long greenway. Canoe/kayak launch points are located along the creek banks and 30,000 residents live within a 10-minute-walk.
- [FIVE-MILE CREEK URBAN GREENBELT, DALLAS, TX](#): We are creating a network of parks and trails along Five-Mile Creek in a low-income area where only 54% of people have park access.

Bridgeport and Other Connecticut Cities

- [JOHNSON OAK PARK, BRIDGEPORT, CT](#): Students and community members from the East End designed this park. The project was a public-private partnership among the City, Tisdale School (and the Board of Education), and The Trust for Public Land.
- [COVE ISLAND PARK FITNESS ZONE, STAMFORD, CT](#): Our Fitness Zone® program provides free outdoor fitness equipment in local parks; we installed this Fitness Zone in 2017.
- [MILL BROOK OPEN SPACE, WINDSOR, CT](#): 95 acres of rolling meadows, shrub wetlands, and miles of trails, along the Mill Brook near Windsor town center and accessible to 1,200 residents.

GIS, Research, Data, Planning

- [BRIDGEPORT WATERFRONT STORY MAP](#): The Bridgeport Story Map was envisioned by the Waterfront Advisory Board and developed by The Trust for Public Land's GIS team. It has proven to

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be an essential outreach tool for introducing the waterfront vision to groups or individuals. We aim to evolve and improve this story map as the project progresses.

- **PARKSERVE:** We have mapped park access in 14,000 cities and towns to identify areas of greatest park need. ParkServe analyzes demographics of the population served/not served by parks and displays optimized locations where new parks could make the biggest difference. ParkServe also includes urban heat island data as a separate data layer.
- **PARKSCORE:** For the 100 largest U.S. cities, we analyze and rank park systems in terms of park access, amenities, and investment. For smaller cities, we develop custom ParkScore analyses to help cities target their investment to the aspects of the park system that need it most.

References

- City of Chattanooga, TN: Richard Beeland, Deputy Administrator, Department of Economic and Community Development. rbeeland@chattanooga.gov. O: 423.643.7321. C: 423.290.3470.
- Town of Windsor, CT: Peter Souza, Town Manager. souza@townofwindsorct.com.
- Downtown Special Services District: Lauren Coakley-Vincent, President + CEO. lauren.dssd@infobridgeport.com. 203.908.3622.
- Groundwork Bridgeport: Christina Smith, Executive Director. csmith@groundworkbridgeport.org. 203.335.6126 x1.
- East End Neighborhood Revitalization Zone: Keith Williams, President. 203.260.6731.

Attachments

- Appendix A: Description and Purpose of the Waterfront Advisory Board
- Appendix B: Photos & Visuals
- Bridgeport Waterfront Pathway Map with Sliver by the River and Yellow Mill opportunity sites
- City Reservation of Certain Rights Form
- Insurance and Indemnification Requirements
- Ownership Disclosure and No Conflicts Form
- The Trust for Public Land's Board of Directors

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Appendix A: Description and Purpose of the Waterfront Advisory Board



Launched during the waterfront master planning process, the Waterfront Advisory Board group is a consortium of Bridgeport residents and organizations who are interested in all things waterfront and who want to participate in the activation of Bridgeport's greatest asset. Waterfront Advisory Board members are devoted to the idea of an accessible, vibrant waterfront. Ideally, the Waterfront Advisory Board and the Neighborhood Revitalization Zones will serve as conduits of communication about both waterfront and neighborhood priorities. Nine of Bridgeport's neighborhoods will have waterfront pathway (depending on how far inland the pathway travels on creeks/rivers), making this initiative immediately relevant to the NRZs of the East End, East Side, Hollow, Mill Hill, South End, Reservoir, West Side, and Black Rock. Many of these have (or had, pre-COVID) member liaisons to the Waterfront Advisory Board and/or receive regular updates from Trust for Public Land staff. Outreach to all NRZs is necessary, since the waterfront is such an integral part of the City and because of the transformative nature of this initiative. Since Trust for Public Land began fostering the group in 2017, our outreach list has grown to include 182 members. Monthly meetings have addressed the following topics:

- November 2017: story map
- December 2017: city updates, story map brainstorming
- January 2018: city updates, story map, event planning
- February 2018: city updates, story map, event planning
- March 2018: cancelled in lieu of Resilient Bridgeport meeting
- April 2018: creative placemaking presentation, event planning
- May 2018: city updates, story map, event planning
- July 2018: walking tour of waterfront sites downtown
- September 2018: Mill River Trail in New Haven (guest speaker)
- October 2018: mini-grants discussion
- December 2018: Steelpointe Harbor Development (guest speaker)
- January 2019: Congress St Bridge, mini-grant discussion
- February 2019: cancelled in lieu of Resilient Bridgeport meeting
- March 2019: Johnson's Creek, MetroCOG (guest speaker)
- April 2019: discussing ideas for growing the WAB
- May 2019: mini-grant awardees present their winning projects
- June 2019: walking tour of Steelpointe
- July 2019: art park at 305 Knowlton (guest speaker)

Appendix A: Description and Purpose of the Waterfront Advisory Board



- August 2019: Long Island Sound Blue Plan (guest speaker)
- September 2019: placemaking, pop-up bike lanes, bike rides (guest speakers)
- October 2019: Mill River Park Collaborative (guest speaker)
- November 2019: cancelled/combined with December meeting
- December 2019: city updates, Steelpointe boat show, pollinator pathways (guest speakers)
- January 2020: Recap of 2019, agenda setting for 2020, and presentation from NPS RTCA
- February 2020: story map review, Long Island Sound Unified Study update, 131st City Council District update, city updates from Bill Coleman
- March -June 2020: PAUSED DUE TO COVID-19
- July 2020: Beginning of virtual meetings, Alicia Cobb (guest speaker), poll questions on Sliver
- August 2020: City updates, Bill Coleman Virtual Tour
- September 2020: Resilient Bridgeport update (guest speakers)

We have assisted the group in setting goals for each calendar year and we work collaboratively with members and partners to achieve these goals. We have co-hosted programming in partnership with Waterfront Advisory Board members and associated organizations, including: outdoor movie nights in collaboration with DSSD and Groundwork Bridgeport; assisting with the Peacock Alley ground mural; and organizing and hosting the Park & Paddle event with REI. The 2019 Bridgeport Waterfront Mini-Grant Challenge led to community-led waterfront events and art installations, all funded by mini-grants. Waterfront Advisory Board members formed a subcommittee to plan the mini-grant process and review proposals. Two projects are still underway: Light Blocks at Port Jefferson Ferry and Titanosaurus sculpture installation in or near Knowlton Park. Funding dependent, we hope to launch a second round of mini-grants in 2021.



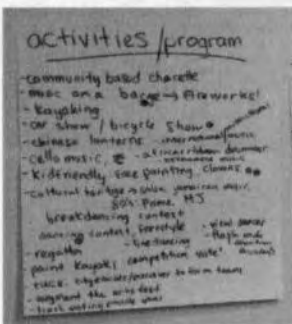
Appendix B: Photos & Visuals

Top: park cleanup August 2020, Park & Paddle group, yoga

Middle: Park & Paddle Event August 2020

Bottom: bike skills, watching kayaking, movie night, Peacock Alley mural

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Appendix B: Photos & Visuals

Top: Waterfront Walking Tours, mini-grant meeting with Port Jefferson Ferry staff

Middle: January 2020 WAB meeting

Bottom: WAB programming ideas; May 2019 WAB meeting; Steelpointe Harbor tour



THE WATERFRONT ADVISORY BOARD, THE CITY OF BRIDGEPORT,
AND THE TRUST FOR PUBLIC LAND INVITE YOU TO

Apply for the Bridgeport Waterfront: Mini-Grant Challenge!

Do you have a great idea to draw
people to Bridgeport's waterfront and
make public spaces on the water more
vibrant?

Apply today!
Deadline: March 31, 2019
Link: bit.ly/BportWater

Projects will be awarded in two
suggested categories: \$500 and \$2,000,
out of a total pool of \$7,500.

PROJECT IDEAS (MEANT TO INSPIRE, NOT LIMIT IDEAS):

- Public art installation
- Beautification project
- Unique community gathering or event
- Pop-up park
- Temporary street furniture (ex. benches, chairs, tables)
- Landscaping elements/plants and planters
- Scavenger hunt
- Race (ex. running, biking, walking course)
- Programming activities (ex. games, music, dance, group exercise classes)

Renderings from the Bridgeport Waterfront Master Plan.



FOR MORE INFORMATION, CONTACT:

Pamela Soto, The Trust for Public Land,
pamela.soto@tpl.org - 203-777-7367 x8

The Bridgeport Waterfront: Mini-Grant Challenge is made possible
by the generous support of The Jeniam Foundation.

WORKING IN PARTNERSHIP:

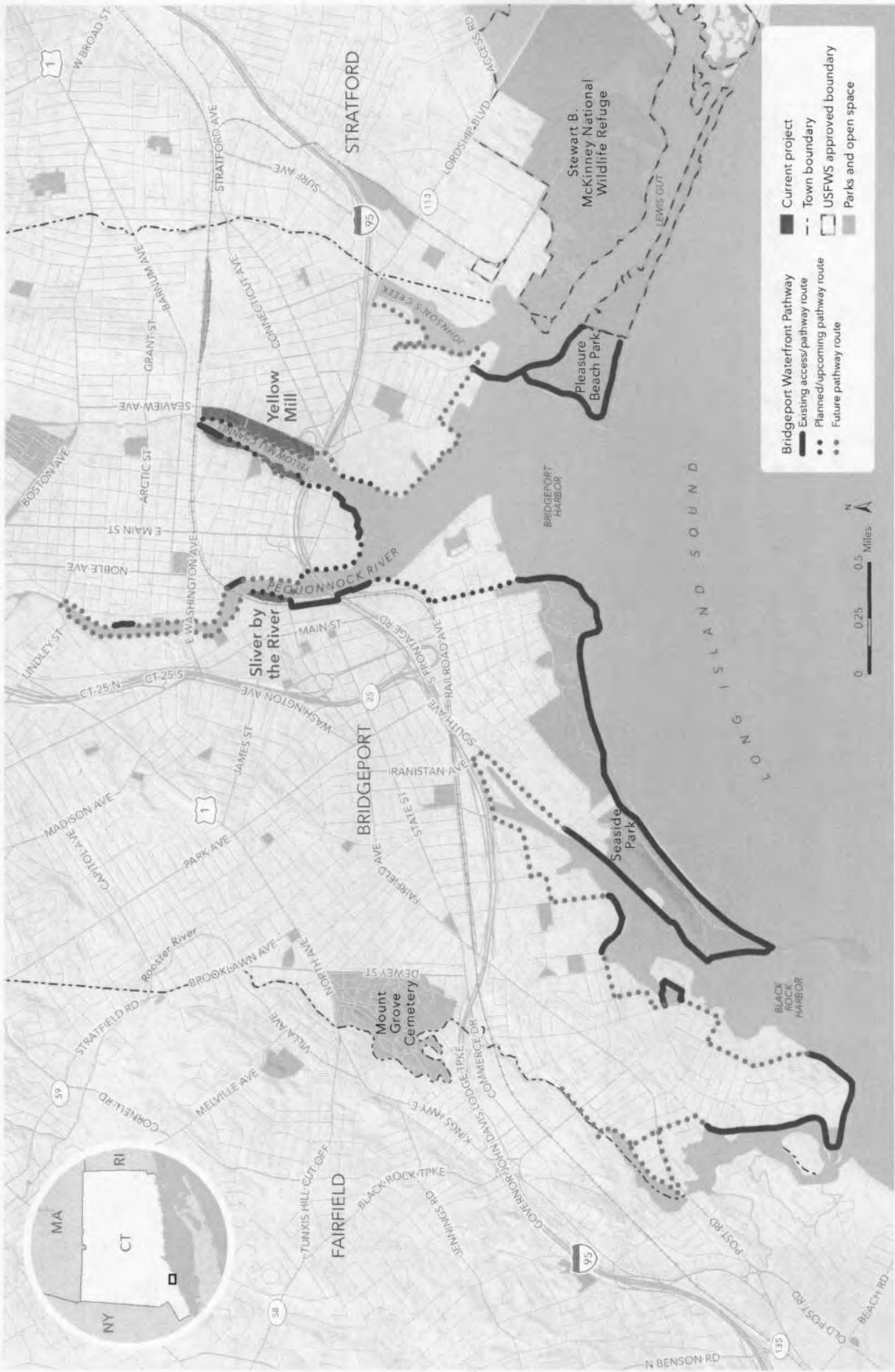


The
Waterfront
Advisory
Board



Appendix B: Photos & Visuals
Mini-Grant Challenge flyer

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Bridgeport Waterfront Pathway

and the Sliver by the River site
 BRIDGEPORT, CONNECTICUT

May 12, 2020. Copyright © The Trust for Public Land. The Trust for Public Land logo are federally registered marks of The Trust for Public Land. Information on this map is provided for purposes of discussion and visualization only. www.tpl.org



- Bridgeport Waterfront Pathway
- Existing access/pathway route
- Planned/upcoming pathway route
- Future pathway route
- Current project
- Town boundary
- USFWS approved boundary
- Parks and open space

RFP Subject to City's Reservation of Rights in Reviewing Responses and Awarding Contracts

The City of Bridgeport reserves certain rights with respect to its review of proposals received and with respect to its decisions to award or not to award contracts pursuant to this RFP, with such rights including, but not necessarily being limited to, the following:

The City of Bridgeport (the "City") reserves the right:

- To reject any and all proposals and responses in whole or in part;
- To waive any informality in the RFP process if doing so is deemed to be in the best interest of the City;
- To select more than one respondent or to select no respondent;
- To verify that respondents are not delinquent on any City real or personal-property taxes;
- To accept any proposal, in its sole discretion, if doing so is deemed to be in the best interest of the City;
- To make such investigations as it deems necessary to assess respondent's ability to perform the work;
- To request and receive further information from respondents pursuant to such investigations;
- To reject any response if the evidence submitted by, or the investigation of, a respondent fails to satisfy the City that such respondent is qualified to carry out the obligations of the contract and to complete the work as specified;
- To award contracts to those responsive and responsible respondents whose responses and proposals, conforming to this solicitation, are deemed most advantageous to the City, in consideration of the respondent's qualifications, price, resources, and ability to begin and complete the work in a timely manner.

Insurance and Indemnification Requirements

1) **The City requires an original Certificate of Insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting all coverages required and delivered to City prior to any entry onto the Property and the commencement of work. Such Certificate shall reference the specific address (or addresses) of the job awarded and shall name the City as "additional insured" using the following specific language:**

Project Bid Number #(s) _____, Project Street Address(es) _____. The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns, as their interests may appear are included as additional insureds as required by contract with respect to the Automobile, General Liability, and Umbrella/Excess Liability Policies. 999 Broad Street, Bridgeport, CT 06604.

2) **In addition to the Certificates of Insurance, the City requires that each provider of liability insurance coverage provide a policy endorsement that: (a) names the City as additional insured (using the language shown above); and (b) establishes that the City shall receive 30-day notice of cancellation and non-renewal.**

3) **Specific Coverages Required:** In the form specified above, Contractor shall present to the City, and maintain in effect without interruption through the completion of the work awarded, the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut reasonably acceptable to City.

a) **Commercial General Liability** – The Contractor shall provide a Commercial General Liability Insurance policy (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen solely out of operations conducted by the Contractor at the Property. Coverage shall be broad enough to include contingent liability, contractual liability, with limitations of five-million (\$5,000,000.00) dollars for each occurrence/aggregate with a combined single limit for bodily injury and personal injury.

b) **Workers' Compensation** insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than five-hundred-thousand (\$500,000.00) dollars per claim.

c) **Business Automobile Insurance** insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of one-million (\$1,000,000.00) dollars for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

4) **City Requires Timely Submittal of Insurance Documentation as a Condition of Award** – If a selected bidder does not produce the required insurance documentation in a form satisfactory to the City **within 10 business days of the City's issuance of its Notice of Intent to Award** a particular job, then the City will have no further obligation to contract with the selected bidder and will award the job to the next most competitive bidder.

5) Indemnification Requirements

Contractor, its subcontractors in any tier, consultants, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless the City, its appointed and elected officials, officers, department heads, employees and agents, from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including costs and expenses, including reasonable attorneys' and consultants' fees arising from Contractor's activities, provided, however, that Contractor shall not be responsible or obligated for claims that arise from the sole proximate cause of the City.

OWNERSHIP DISCLOSURE AND NO CONFLICTS FORM

EVERY BUSINESS THAT SUBMITS A BID, PROPOSAL, QUOTATION, QUALIFICATION PACKAGE OR OTHER SUBMISSION TO THE CITY OF BRIDGEPORT PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED) HAVING A VALUE OR POTENTIAL VALUE OVER \$25,000 MUST FULLY AND ACCURATELY COMPLETE THIS DISCLOSURE FORM OR ITS SUBMISSION WILL BE DEEMED NON-RESPONSIVE. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Business: The Trust for Public Land

Person signing this form: Walker Holmes

Title: Connecticut State Director

Phone Number: (203) 671 - 6761

The undersigned hereby represents and warrants that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (*check one*)

- a corporation
- a limited liability company
- a limited liability partnership
- a general partnership
- a sole proprietorship
- other 501(c)3 nonprofit organization

2. Business Address: 101 Whitney Ave., 2nd Floor
New Haven, CT 06510

3. State of incorporation or organization: Connecticut
 Other California

4. What other trade names does the Business use, if any?
None

5. (a) Identify all officers, directors, managing or general partners, or managing members.

<u>Name</u>	<u>Address</u>	<u>Title</u>
-------------	----------------	--------------

July , 2015

See attachment

(b) Identify owners of 5% or more interest in the Business:

None

6. Identify any parent, affiliate or subsidiary organization of the Business.

(a) Company's name The Trust for Public Land Action Fund, a

- a corporation
- a limited liability company
- a limited liability partnership
- a general partnership
- a sole proprietorship
- other 501(c)4 nonprofit organization

State of Incorporation or organization: Massachusetts

Relationship to your company: affiliate

(b) Company's name _____, a

- a corporation
- a limited liability company
- a limited liability partnership
- a general partnership
- a sole proprietorship
- other _____

State of Incorporation or organization: _____

Relationship to your company: _____

[Add additional sheets if necessary.]

7. Has the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members,

within the past three (3) years been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, concluded or served a sentence imposed for, or otherwise admitted to:

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|-------------------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) the violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) willfully failing to perform in accordance with the terms of one or more public contracts, agreements or transactions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) having a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) willfully violating a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

8. Initial as appropriate below:

None of the persons listed herein is related by blood or marriage to any City of Bridgeport government official or employee. (Initial)

OR

One or more of the persons listed herein is related by blood or marriage to a City of Bridgeport government official or employee. (Explain in detail below or attach additional sheet if necessary). (Initial)

-
- 9. Does the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents have any business or familial relationship, through ownership, directorship, contractual arrangement, control, or other arrangement with any of the subcontractors to be used on the work involved in the bid for which this form is being submitted? No (Yes or No)

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 9, EXPLAIN ON AN ATTACHED SHEET.

- 10. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT. *[Signature]* (Initial)

- 11. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE PROMPTLY UPDATED UPON ANY CHANGE. *[Signature]* (Initial)

WARNING: Falsifying information on this form, or failing to promptly notify the City of changes to the information contained in it during the course of the Business's performance of the work will constitute a default under any contract or purchase order awarded to the Business, and will permit the City to terminate its contract with the Business and pursue its legal rights and remedies as to such Business.

Dated: 10/7/2020

[Signature]
 Name: C. Walker Holmes
 Title: CT state Director
 duly-authorized

STATE OF CT }
COUNTY OF New Haven } ss. New Haven October 20 2020

Personally appeared before me, CATHERINE WALKER HOLMES (name), the CT State Director (title) of The Trust for Public Land (name of Business), who swore to the truth of the foregoing as his/her free act and deed and the free act and deed of The Trust for Public Land (name of Business) before me.

[Signature]
Notary Public:
My commission expires on:
Commissioner of the Superior Court

MANJIT SINGH
NOTARY PUBLIC OF CONNECTICUT
I.D. # 138404
My Commission Expires 06/30/2024

The Trust for Public Land National Board of Directors

- Stephen Baird** (2022)
President and CEO
Baird & Warner
Chicago, IL
Joined 10/2008
- George Bell** (2022)
Boston, MA
Joined 10/2008
- Page Knudsen Cowles**
(2021)
Managing Partner at
Knudsen Vineyards
Unity Avenue
Associates
Minneapolis, MN
Joined in 10/2000
- William J. Cronon**
(2020)
Professor
University of
Wisconsin
Madison, WI
Joined 04/2003
- Jody S. Gill** (2029)
Boston, MA
Joined 01/2019
- Whitney Hatch** (2024)
Ipswich, MA
Joined 10/2011
- Christopher G. Lea**
(2027)
Jackson, WY
Joined 10/2017
- Joseph E. Lipscomb**
(2029)
Co-Founder and
Partner
Arborview Capital
Washington, D.C.
Joined 01/2019
- Ignacia S. Moreno**
(2026)
CEO
iMoreno Group
Washington, D.C.
Joined 01/2015
- Caroline Niemczyk**
(2023)
Bedford Hills, NY
Joined 01/2010
- Michael Parish**
(2030)
San Francisco, CA
Joined 1/2020
- Michael E. Patterson**
(2020)
New York, NY
Joined 10/2000
- Tom Reeve** (2022)
(Chair of the Board)
Lopez Island, WA
Joined 10/2009
- Diane Regas** (ex
officio)
President and CEO
The Trust for Public
Land
San Francisco, CA
Joined 03/2018
- Jeff Resnick** (2027)
dZi Foundation
Telluride, CO
Joined 01/2016
- Laura Richards** (2025)
Founder and Chair
Friends of Carrollton
GreenBelt
Carrollton, GA
Joined 02/2014
- Alexis (Lex) G. Sant**
(2025)
President
Summit Foundation
Washington, DC
Joined 10/2013
- Lucas St. Clair** (2029)
Executive Director
Elliotsville Plantation,
Inc.
Hampden, ME
Joined 01/2019
- Sheryl Tishman** (2023)
Bedford, NY
Joined 01/2010
- F. Jerome Tone** (2021)
Greenbrae, CA and
Seattle, WA
Joined 10/1991
- Keith Weaver** (2029)
Executive Vice
President, Global
Policy and External
Affairs,
Sony Pictures
Entertainment
Joined 6/2020
- Susan D. Whiting**
(2024)
New York, NY
Joined 11/2011

Exhibit C

Scope of Work

The Trust for Public Land will engage in efforts to execute waterfront-related park development projects in phases that could include (but are not limited to), as appropriate, based on funding availability, project readiness, partner relationships, feasibility of completion during the term of this agreement, and other implementation-related elements: site selection, due diligence, participatory design, schematic design, partner reviews, permitting, design development, construction documents, bidding, contracting, construction, and stewardship. Community engagement occurs throughout, focused on multiple projects at a time. Any project to be undertaken by Consultant shall obtain prior written approval of the City, which may be withheld in the exercise of its commercial business judgment. Maintenance responsibility for developed projects will be governed by individual maintenance agreements to be provided by the City.

Key considerations that will affect and maintain project momentum and community enthusiasm could include (but are not limited to):

- Implementation plan detailing Waterfront Pathway typologies (currently underway) and near-term progress on distinct sections of pathway.
- Visible, near-term activations of waterfront sites via park improvements, art, events, and media.
- Advancing the Opportunity Sites, such as the Sliver by the River and Johnson's Creek.
- Funding strategy, including both public funding and private philanthropy. Ability to advance projects is dependent on success of the funding strategy and availability of funding for waterfront-related efforts.
- Marketing and communication plan, including pathway "branding" considerations.
- Continuous community engagement, centered around the Waterfront Advisory Board and leveraging partners and NRZs as much as possible.

Mark T. Anastasi, Esq.

25 Sullivan Place
Bridgeport, CT 06610

Office Contacts
(203) 371-0383
martulana@aol.com

City of Bridgeport Contacts
(203) 673-7218
mark.anastasi@bridgeportct.gov

September 1, 2021

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

**Re: Proposed Solar Roof Panel Power Purchase Agreement Between Davis Hill
Development and the City of Bridgeport for the Cart Barn at Fairchild-Wheeler
Golf Course**

Dear Honorable Council Members:

Kindly place the above-referenced matter on the Agenda for the City Council meeting of
Tuesday, September 7, 2021 FOR REFERRAL TO THE COMMITTEE ON CONTRACTS.
Thank you for your attention to this matter.

Very truly yours,

/s/ Mark T. Anastasi

Mark T. Anastasi, Esq.

Cc: Mayor Joseph P. Ganim
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Daniel Shamas, Chief of Staff
Thomas Gaudett, Mayor's Office
Craig Nadrizny, Dir. Public Facilities
Rep. Joseph Gresko, Asst. Spec. Proj. Mgr.
Daniel Roach, Public Facilities
Christopher Anastasi, EID Chm.
Lee Hoffman, Esq., Pullman & Comley PC
R. Christopher Meyer, City Attorney

RECEIVED
CITY CLERKS OFFICE
21 SEP - 1 PM 4: 18
ATTEST
CITY CLERK

SOLAR POWER PURCHASE AGREEMENT

Dated as of [], 2021
by and between

Davis Hill Development, LLC
as Provider

and

The City of Bridgeport, Connecticut
as Host

SOLAR POWER PURCHASE AGREEMENT

This SOLAR POWER PURCHASE AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Agreement**"), dated as of [], 2021 (the "**Effective Date**"), is by and between Davis Hill Development, LLC a Delaware limited liability company ("**Provider**"), and the City of Bridgeport, a Connecticut municipal entity ("**Host**").

RECITALS:

WHEREAS, the Host owns the site, located at the Fairchild Wheeler Golf Course, 2390 Easton Turnpike, Fairfield, CT 06825, as more fully described in Schedule A of Appendix I (the "**Site**");

WHEREAS, Provider has inspected the Site and made a preliminary determination that it contains adequate space and conditions to host the solar photovoltaic system as more fully described in Section 1 and Schedule B of Appendix I (the "**System**"); and

WHEREAS, Provider desires to sell, and Host desires to purchase, the Solar Services (as hereinafter defined), consisting of the delivery of electrical energy (the "**Energy**") generated by the System to be installed at the Site and other services pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

1. Definitions.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in this Section 1; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation"; (d) references to "Sections" and "Appendices" shall be to sections and appendices hereof; (e) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all appendices hereto, as the same may be amended, modified, supplemented or replaced from time to time.

"Agreement" shall have the meaning set forth in the preamble.

"Applicable Law" shall mean, with respect to any Governmental Authority having jurisdiction, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, enforceable at law or in equity.

"Commercial Operation Date" shall have the meaning set forth in Section 3.4.

"Confidential Information" shall have the meaning set forth in Section 15.

"Contract Year" means each twelve (12)-month period commencing on the Commercial Operation Date or an anniversary thereof and ending on the day immediately before the next anniversary of the Commercial Operation Date.

"Delivery Point" shall mean the physical location where the energy passes to the Host's existing electrical system.

"Effective Date" shall have the meaning set forth in the preamble.

"Energy" shall have the meaning set forth in the recitals hereof measured in kilowatt hours (kWh).

"Environmental Attributes" shall mean (i) any and all environmental credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, in respect of the System or Energy therefrom that is in effect as of the Effective Date or may come into effect in the future, including, without limitation, tradable renewable energy certificates, green-e tags, allowances, reductions or other transferable indicia denoting carbon offset credits or indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to the Energy during the Term. created, including under a renewable energy, emission reduction, or other reporting program adopted by a Governmental Authority, or for which a registry and a market exists (which, as of the Effective Date are certificates minted by NEPOOL Generation Information System ("NEPOOL-GIS") in accordance with NEPOOL-GIS operating rules) or for which a market may exist at a future time; and (ii) all Reporting Rights with respect to any of the above.

"Environmental Financial Incentives" shall mean each of the following financial rebates and incentives that is in effect as of the Effective Date or may come into effect in the future: (i) performance-based incentives, rebates and any other incentives under the federal government's, any state's, any municipality's, or any utility's solar program or initiative, incentive tax credits (including investment tax credits arising under the Internal Revenue Code of 1986) other tax benefits or grants in lieu thereof (including without limitation the monetization of tax benefits), and accelerated depreciation (collectively, "incentives"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, energy generation, or other environmental or energy characteristics, resulting from the construction, ownership or operation of the System or from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy generated by the System; and (ii) all Reporting Rights with respect to any of the above.

"Expiration Date" shall have the meaning set forth in Section 10.1.

"Force Majeure Event" shall mean any act, event or circumstance that prevents or delays, in whole or in part, a Party from performing its obligations in accordance with

this Agreement (other than the payment of money), if such act, event or circumstance is not reasonably foreseeable and otherwise beyond the reasonable control, and not the result of the fault or negligence, of such Party. Subject to the foregoing conditions, Force Majeure Event may include any of the following:

- a) war, riot, acts of a public enemy or other civil disturbance;
- b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, range or forest fires, and objects striking the earth from space (such as meteorites), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes; and
- d) action or failure to act by the Utility or Governmental Authority.

A Force Majeure Event shall not be based on the economic hardship of either Party or the failure of the Host's landlord, if any.

"Governmental Authority" shall mean any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government having jurisdiction.

"Guaranteed Production" shall mean the minimum Weather Adjusted Actual Production in a given period, below which Provider shall owe Host compensation for lost savings. In the first year Guaranteed Production shall be 69,680 kWh, which is eighty-five percent (85%) of the projected first year production. Guaranteed Production shall be reduced by 0.5% per year after the first year to reflect the degradation of the solar module production capacity. Guaranteed Production shall also be adjusted to reflect any changes to the "as built" size of the System,

"Host" shall have the meaning set forth in the preamble.

"Host Default" shall have the meaning set forth in Section 11.1.

"kWh" shall mean a kilowatt-hour.

"kWh Rates" shall have the meaning set forth in Section 6.1.

"Lender" means (i) any Person who has or will provide debt and/or equity financing to Provider or an affiliate of Provider to finance all or part of the System costs, (ii) any Person to whom Provider has sold or conveyed the System, as applicable, and leased back the System under a sale-leaseback arrangement, and (iii) any Person to whom Provider has otherwise sold or conveyed the System where such Person acquires the tax credits or other benefits of the System and Provider retains or receives back a

leasehold or other interest in the System such that Provider has the rights and authority to perform its obligations as Provider hereunder, together with any agents or designees of the Persons in (i), (ii) and (iii) above and otherwise in accordance with this Agreement.

"Local Electric Utility" The United Illuminating Company.

"Meter" shall have the meaning set forth in Section 4.2.1.

"Monthly Period" shall mean the period commencing on the Commercial Operation Date and ending on the last day of the calendar month in which the Commercial Operation Date occurs, and, thereafter, all subsequent one (1) calendar month periods during the Term.

"Monthly Production" shall mean, for each Monthly Period, the amount of Energy delivered during such Monthly Period.

"O&M Work" shall have the meaning set forth in Section 4.1.1.

"Party" shall mean each of Host and Provider.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Provider" shall have the meaning set forth in the preamble. For purposes of access rights and other rights necessary for Provider to perform its obligations and responsibilities hereunder, the term "Provider" shall include Provider's Provider Related Parties.

"Provider-Related Parties" shall mean Provider's qualified, authorized agents, contractors and subcontractors, provided such agents, contractors and subcontractors satisfy the insurance requirement herein and name the Host as an additional insured on each policy. It shall be the Provider's duty and responsibility to ensure and confirm that agents, contractors and subcontractors are qualified, have required licenses, and comply with such insurance requirements.

"Provider Default" shall have the meaning set forth in Section 11.2.

"Prudent Industry Practices" means those practices, methods, and acts, that are commonly used by a significant portion of the solar powered electric generation industry in the United States using prudent engineering and operations to design and operate solar powered generating facilities and related electric equipment lawfully and with safety, dependability, efficiency, and economy, including all applicable requirements of Law. Prudent Industry Practices are not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible standards, practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers' warranties and the requirements of governmental authorities of competent jurisdiction and the requirements of this Agreement.

"Purchase Price" shall have the meaning set forth in Section 10.2.2.

"Renewal Rate" shall mean the lesser of \$0.06 per kWh or seventy-five percent (75%) of the then current retail cost of electricity, on a volumetric, kWh basis for the Site from the Local Electric Utility, including the cost of power provided by the utility or any third party and the cost of transmission, distribution, and other on-bill charges from the Local Electric Utility.

"Reporting Rights" means the right to report ownership of the Environmental Attributes or the Environmental Financial Incentives associated with the System or Energy therefrom to any federal, state, or local agency, authority or other party or Governmental Authority, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program.

"Site" shall have the meaning set forth in the first recital or any alternative location for the System.

"Solar Insolation" shall mean the amount of kWhs per square meter falling on a particular location, as published in the NASA's Modern-Era Retrospective Analysis for Research and Applications and Monthly Means of Solar Irradiance, Temperature, and Relative Humidity databases.

"Solar Services" shall mean all services provided to Host by Provider hereunder, including, without limitation, the provision of Energy and O&M Work.

"System" shall mean the solar photovoltaic system installed pursuant to this Agreement at the Site and more fully described in Schedule B of Appendix I hereto; provided, however, that the term "System" shall only include equipment and materials up to but not including the Delivery Point.

"Taxes" shall have the meaning set forth in Section 6.2.

"Term" shall have the meaning set forth in Section 10.1.

"Termination Date" shall have the meaning set forth in Section 10.1.

"Termination Value" shall mean, on any date of termination, the applicable amount specified for the Contract Year in which such date falls on Schedule D of Appendix I to this Agreement.

"Weather Adjusted Actual Production" means the annual Energy delivered to the Delivery Point from the System, scaled by the ratio of actual Solar Insolation to the expected Solar Insolation for the given time period, and further adjusted for snow coverage of the solar modules.

“ZREC Tariff Agreement” means the agreement between Provider or assignee and Local Electric Utility for the purchase and sale of Connecticut Class I Renewable Energy Credits.

2. Purchase and Sale of Energy and Solar Services.

Host shall purchase Energy and Solar Services from Provider for delivery directly on site. Provider shall sell to Host all of the Energy generated by the System during the Term and provide all services to the Host necessary for the proper and efficient operation of the System during the Term, all in accordance with the terms and conditions set forth herein.

3. Construction, Installation and Testing of System.

With respect to the Site on which the System is to be installed:

3.1 Critical Milestones.

3.1.1 Milestones. Provider shall achieve the following development milestones on or before the date(s) set forth in the subsections below:

a. Confirmation that the System is a Class I renewable energy source as defined in Conn. Gen. Stat. § 16-1 within 120 days of the Commercial Operation Date.

b. receipt of all permit(s) necessary to construct the System and connect the System to the Local Electric Utility, at least one hundred and twenty (120) days before the Commercial Operation Date;

c. achievement of Commercial Operation Date no later than the date provided in Section 3.4, which date shall be extended day for day if Host takes more than ten (10) business days to review and approve the Site Plans.

3.1.2 Installation and Access. Subject to Section 3.2, Provider will cause the System to be designed, engineered, installed and constructed at the Site in accordance with the terms of this Agreement. Host shall grant Provider with continuous and uninterrupted access to the Site throughout the Term of this Agreement to conduct activities necessary to perform its responsibilities in accordance with the terms and conditions set forth herein. Subject to all rights to cure, Host disruption of Provider's access shall be a Host Default as that term is defined in Section 11.1. Following installation of the System, Provider and Host will coordinate with the Local Electric Utility to commission the System, and Provider will provide Host with operation and maintenance manuals and as-built drawings of the System as PDF documents.

3.2 Conditions Precedent to Commencement of Construction and Installation.

Commencement by the Provider of construction and installation activities shall be subject to the satisfaction of the following conditions precedent:

3.2.1 Provider will, at its own cost for the rooftop installation, inspect the Host structure with a structural engineer to determine the capacity of the structure to support the System and support such determination with a report signed by the structural engineer. These reports will be used in the preparation of any necessary permits and approvals necessary for the installation of the System;

3.2.2 Provider will, at its own cost, inspect the roof and roof warranty and confirm (including in consultation with Host's roofing contractor and/or roof manufacturer) that the System installation and operation and maintenance will not void or otherwise violate the roof warranty or damage the roof of the Host structure in accordance with the roofing manufacture's guidelines for photovoltaic additions;

3.2.3 Provider shall have entered into the applicable contract(s) for construction and installation of the System subject to the terms of the applicable financing, if any;

3.2.4 Provider shall have obtained at its own cost all the permits, licenses and other approvals required by Applicable Law to be obtained by Provider prior to such commencement. Provider shall notify Host in writing promptly if any permits, licenses or approvals are denied or if any third party has taken action that may hinder or delay the construction and installation of the System; and

3.2.5 Provider shall have received satisfactory notice that the applications for Environmental Financial Incentives for the System at the Site have been accepted and approved by the appropriate governing agency; provided, however, if any of the foregoing conditions precedent are not completed by the date defined in Section 3.1.1 (b), Provider or Host shall have the option to terminate this Agreement without triggering the default provisions of this Agreement and without triggering any liability under this Agreement. Alternatively, in the event that such conditions precedents are not satisfied by such date, the Parties may mutually agree in writing to amend this Agreement to revise the Commercial Operation Date and term of this Agreement.

3.3 Utility Approvals. Notwithstanding that Provider shall have the responsibility for preparing applications and obtaining all permits, licenses and approvals required for the performance of work under this Agreement, Host agrees to assist Provider, at no cost to Host, in obtaining necessary permits, licenses and approvals in connection with the installation, operation and maintenance of the System, including the submission of applications for interconnection of the System with the Local Electric Utility. Should the Local Electric Utility fail to approve the interconnection of the System with respect to the Site or require equipment in addition to the equipment set forth in Schedule B of Appendix I, Provider may, at Provider's option, terminate this Agreement in whole immediately subsequent to notification from the Local Electric Utility. Should the Local Electric Utility approve the interconnection only with significant electrical upgrades required, Provider shall notify Host of the upgrades required and the Parties shall determine if they want to amend or terminate this Agreement. Otherwise Provider shall make all improvements required by the Local Electric Utility.

3.4 Energy Delivery. The date on which the delivery of Energy to the Delivery Point commences (the "**Commercial Operation Date**") shall be the earlier of December 31, 2021 or the date on which all of the following shall have occurred: (a) Provider shall have certified to

Host that the System is substantially complete and capable of regular commercial operation in accordance with good practices and manufacturer guidelines for all material components and that all performance testing has been satisfactorily completed, (b) all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System shall have been obtained and be in full force and effect, and (c) Provider shall have entered into an interconnection agreement or with Host a three-party interconnection agreement with the local electricity utility (in each case, according to the rules and requirements promulgated by the Local Electric Utility) and completed all interconnection requirements.

4. Operation and Maintenance of System.

4.1 O&M Work; Phone/Data Line.

4.1.1 O&M Work. Provider shall provide operation, repair, monitoring and maintenance services to the System during the Term of this Agreement, including the monitoring and maintenance of metering equipment determining the quantity of electricity produced by the System (collectively, the "**O&M Work**") in accordance with all applicable laws, codes, regulations and requirements by any Government Authority, electric distribution company, ISO-NE or other entity necessary for operation of the System, including all applicable health safety laws and permit conditions. Except in the event of an emergency, Provider shall give reasonable advance notice to Host for such O&M Work prior to accessing the Site.

4.1.2 Phone/Data Line. In order to allow Provider to provide Host and third parties with access to real-time online data related to the measurement of System performance, Host shall permit Provider reasonable access to Host's broadband internet connection located at the Site. If Host does not maintain such internet connection on the Site, Host shall reasonably cooperate with Provider to allow Provider to install and maintain a broadband internet connection at the Site.

4.2 Metering.

4.2.1 Maintenance and Testing. Provider shall install, maintain and test one or more utility- grade kWh meter(s) (all such meters collectively, the "**Meter**") at the Site for the measurement of Energy provided to Host at the Delivery Point, which shall measure the kWh output of the System on a continuous basis in accordance with all requirements for Environmental Financial Incentives. Provider shall furnish a copy of all technical specifications and accuracy calibrations for the Meters, as well as all metering data and Energy production calculations to the Host. Provider shall, at no cost to Host, test the Meter in compliance with manufacturer's recommendations. All Meters shall be installed consistent with all requirements and good practices specified by the Local Electric Utility and ISO-NE.

4.2.2 Host Audits and Inspections. All Meters shall be tested annually at Provider's expense and Provider shall provide a copy of the results to Host; Host shall have the right, but not the obligation, to witness such testing. Once per calendar year and after reasonable written notice, Host shall have the right to audit all such Meter data and witness testing of the Meters and the System's output at a mutually agreed to date and time, and any

such audit, beyond the required annual testing and reporting, shall be at Host's sole cost and expense except as provided in Section 4.2.3. Host shall have a right of access to all Meters at reasonable times (including during testing) and with reasonable prior notice for the purpose of verifying readings and calibrations.

4.2.3 Adjustments. If testing of a Meter pursuant to Section 4.2.1 or Section 4.2.2 indicates that such Meter is in error by more than two percent (2%), then Provider shall promptly repair or replace such Meter. Provider shall make a corresponding adjustment to the records of the amount of Energy based on such test results for (a) the actual period of time when such error caused inaccurate Meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if such period cannot be so determined, then a period equal to one-half (1/2) of the period from the later of (i) the date of the last previous test confirming accurate metering and (ii) the date the Meter was placed into service; provided, however, that such period shall in no case exceed one (1) years.

4.3 Title to System. Provider, or Provider's permitted assigns, shall at all times retain title to and be the legal and beneficial owner of the System, including the right to any tax credits available under federal or state law, and the System shall remain the property of Provider or Provider's assigns.

5. Purchase of Solar Services.

With respect to the System installed on the Site pursuant to this Agreement:

5.1 Purchase Requirement; Maintenance Shutdown.

5.1.1 Purchase Requirement. Host agrees to purchase one hundred percent (100%) of the Energy from the System delivered to the Delivery Point during the Term of this Agreement following the Commercial Operation Date, but in no event prior to the Commercial Operation Date. While the Solar Services are calculated and billed on the basis of kWh of Energy as set forth in Section 6, Host acknowledges and agrees that such Solar Services represent a package of services including the production and supply of electrical energy output from the System, together with any other services associated with Energy production that Provider may provide to Host. The payment for Solar Services is calculated to include all of the above services in the price per kWh of Energy provided to the Delivery Point by the System, and the cost of the Solar Services to the Host is reduced as a result of the Environmental Financial Incentives.

5.1.2 Shutdown Requested by Host. Except as set forth in this Agreement, during the term of this Agreement, Host shall not take any action, or refrain from taking any action required by this Agreement, with the purpose or effect of preventing Provider from operating the System to generate Energy, delivering the Energy to the Delivery Point, and obtaining the Environmental Financial Incentives. Notwithstanding the foregoing, at the request of Host by reasonable prior written notice, Provider shall curtail Energy deliveries if required by the Host in the ordinary course of business in the use of the Site (a "**Maintenance Shutdown**"), including for Host's maintenance, repairs or replacement on or of the Site by Host, and Provider shall, if requested by Host and at Host's expense, move all or such part of

the System as may be required to complete such maintenance, repairs or roof replacement. Host will be allotted the annual number of kilowatt hours of curtailed generation capacity for Maintenance Shutdowns (the "**Maintenance Shutdown Allotment**") set forth in Appendix I -- Schedule F. Any unused Maintenance Shutdown Allotment shall roll over and accumulate for a maximum of the latest five (5) Contract Years on an ongoing basis. In the event that Host requests or causes a Maintenance Shutdown that would reduce the generation of Energy by more than the Maintenance Shutdown Allotment, and such Maintenance Shutdown is not due to a breach by Provider or a Force Majeure Event, Host shall be responsible to Provider for the amount of Solar Services revenue, plus the value of the Environmental Financial Incentives (in each case, calculated by Provider in a commercially reasonable manner based on adjusted historic data from the system if available for the same time of year) that are foregone as a result of a Maintenance Shutdown lasting longer than permitted by the Maintenance Shutdown Allotment. Provider and Host shall reasonably cooperate to mitigate the damages suffered as a result of any excess maintenance shutdowns, including, if feasible, by a partial rather than complete shutdown of the system and/or the continued delivery of power to the local utility in order to generate Environmental Financial Incentives. In no case shall Host be required to pay damages in excess of the lesser of the Fair Market Value of the System or the applicable Termination Value, in each case as in effect at the commencement of such maintenance shutdown.

5.2 Environmental Attributes; Environmental Financial Incentives.

5.2.1 Environmental Attributes. All Environmental Attributes and associated Reporting Rights available in connection with the System and Energy therefrom are retained and owned by Provider or its assignees during the Term. Host shall take all reasonable measures to assist Provider in obtaining all Environmental Attributes currently available or subsequently made available in connection with the System and Energy therefrom. At Provider's request and expense, Host shall execute all such documents and instruments necessary or desirable to effect or evidence Provider's or its assignee's right, title and interest in and to the Environmental Attributes during the Term. If the standards used to qualify the Environmental Attributes to which Provider is entitled under this Agreement are changed or modified, Host shall, at Provider's request and expense, use reasonable efforts to cause the Environmental Attributes to comply with new standards as changed or modified. Host shall not be required to incur any costs or expenses related to such efforts unless reimbursed by the Provider. Provided that if the Host purchases the System as allowed by this Agreement, Provider shall transfer the rights to create and report all Environmental Attributes accruing after the date of such purchase.

5.2.2 Environmental Financial Incentives. All Environmental Financial Incentives and associated Reporting Rights available in connection with the System and Energy therefrom during the Term are retained and owned by Provider or its assignee. Host shall take all reasonable measures to assist Provider in obtaining all Environmental Financial Incentives currently available or subsequently made available in connection with the System and Energy therefrom. At Provider's request and expense, Host shall execute all such documents and instruments necessary or desirable to effect or evidence Provider's or its assignee's right, title and interest in and to the Environmental Financial Incentives. If the standards used to qualify the Environmental Financial Incentives to which Provider is

entitled under this Agreement are changed or modified, Host shall, at Provider's request and expense, use all reasonable efforts to cause the Environmental Financial Incentives to comply with new standards as changed or modified. Host shall not be required to incur any costs or expenses related to such efforts unless reimbursed by the Provider.

5.2.3 Press Statements. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Host and Provider may by mutual written agreement set forth specific statements that may be used by Host in any press releases that address Host's use of solar or renewable energy provided pursuant to this Agreement.

5.2.4 Host Covenants. Host shall not take any action or suffer any omission that would have the effect of impairing the value to the Provider of the Environmental Attributes and Environmental Financial Incentives. Host shall be responsible for notifying Provider of any action or omission that could impair such value and for consulting with Provider as necessary to prevent impairment of the value of Environmental Attributes and Environmental Financial Incentives.

5.2.5 Tax Credits. Unless and until the Host acquires the System from the Provider according to the terms hereof, Provider or its assignee will be the owner of the System at all times and will retain all tax credits and depreciation associated with the installation of the System.

6. Price and Payment.

6.1 Price. Host shall pay Provider for the Solar Services provided pursuant to the terms of this Agreement at the rate as set forth in Schedule C of Appendix I, plus any additional amount required pursuant to Section 6.2. Notwithstanding the foregoing, in the event that Host elects at its sole discretion to renew this Agreement pursuant Section 10.2.1, Host shall pay the Renewal Rate for Solar Services provided during such renewal period.

6.2 Taxes.

6.2.1 Taxes. Except as set forth below, Provider shall be responsible for and pay all sales, use, excise, ad valorem, transfer, property and other similar taxes due to its ownership of the System and shall hold the Host harmless from the payment of any such taxes. If Host is assessed any Taxes related to the existence of the System on the Property, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting such assessment; provided, however, that Host may pay such Taxes to avoid any penalties on such assessments subject to reimbursement by Provider. Neither Party shall be obligated for any Taxes payable by or assessed against the other Party based on or related to such Party's overall income or revenues. Provider's failure to timely pay taxes shall be an event of default. Host is a tax-exempt entity, and the sale of Energy to the Host is not currently subject to sales and use tax. In the event that any Governmental Authority shall impose any sales, use, excise, ad valorem, transfer or other similar taxes on the sale of Energy produced by the System and delivered to the Host, Provider shall invoice Host for, and Host shall pay such taxes.

6.2.2 Other Provider Taxes. Provider will pay and hold harmless Host from any sales or use tax imposed upon Host arising from this Agreement including but not limited to Provider's manufacture, installation and acquisition of the System.

6.3 Billing and Payment. Billing and payment for the Solar Services sold and purchased under this Agreement and any other amounts due and payable hereunder shall be as follows:

6.3.1 Payments. Subject to adjustment in accordance with the following sentences of this Section 6.3.1, Host shall pay to Provider for each Monthly Period during the Term within sixty (60) days after receipt of any invoice a payment for the Energy delivered by the System during each such Monthly Period equal to the product of: (a) Monthly Production for the System for the relevant month multiplied by (b) the kWh Rate for Energy relating to the System set forth in Appendix I Schedule C, which payment shall be made by check to:

Davis Hill Development
21 Skyridge Rd
Greenwich, CT 06831

Payment may also be made by wire transfer of immediately available funds upon receipt of specific instructions by Provider. All payments hereunder shall be made without setoff or deduction. Upon receipt of written direction and instructions from Provider and Provider's lender, all payments to be made by the Host to the Provider under this Agreement shall be made directly to the Provider's lender or its agent designated in a writing addressed to Host and executed by Provider from time to time.

6.3.2 Invoice Errors. Within thirty (30) days after receipt of any invoice, Host may provide written notice to Provider of any alleged error therein. Host shall pay all undisputed amounts, including the undisputed portion of any invoice, in accordance with the instructions set forth for payment under Section 6.3.1. If Provider notifies Host in writing within thirty (30) days of receipt of such notice that Provider disagrees with the allegation of error in the invoice, the Parties shall meet, by telephone conference call or otherwise, within ten (10) days of Host's response for the purpose of attempting to resolve the dispute. The parties shall assign senior management or the Host's equivalent to resolve the dispute and participate in discussion or conference calls regarding the same. If the parties are unable to resolve the dispute within thirty (30) days after such initial meeting than either party may seek to resolve such dispute in the courts of the State of Connecticut.

6.3.3 Arbitration. If the Parties are unable to resolve the dispute within thirty (30) days after such initial meeting, the parties may jointly agree to submit the dispute to arbitration administered by the JAMS in accordance with its then-existing **Comprehensive Arbitration Rules & Procedures**. The parties agree arbitration shall take place before a single arbitrator selected in accordance with the rules. The decision of the arbitrator in the matter shall not be binding upon the Parties. The Parties agree that the arbitrator shall have the power to recommend damages (but not consequential damages), injunctive relief and reasonable attorneys' fees and expenses to either Party in such arbitration; provided that this

arbitration provision does not prevent either Party from seeking interim injunctive relief from a court in order to preserve the status quo. Pending the resolution of such dispute and arbitration, the rights and obligations of the Provider and Host shall continue in accordance with the terms hereof, including without limitation Provider's obligation to continue providing the Solar Services hereunder and Host's obligation to compensate Provider as set forth in this Agreement for all such Solar Services rendered.

6.3.4 Late Payments. Any payment not made within the time limits specified in Section 6.3.1 shall bear interest accruing from the date becoming past due until paid in full at a rate per annum equal to the lesser of (i) the WSJ Prime Rate and (b) the maximum rate allowed by applicable law.

7. General Covenants.

7.1 Covenants of Provider. As a material inducement to Host's execution and delivery of this Agreement, Provider covenants and agrees to the following:

7.1.1 Permits and Approvals. Provider shall obtain and maintain all approvals, consents, licenses, permits, and inspections from relevant Governmental Authorities, utility personnel, and the Site's owners, including but not limited to those permits and approvals listed in Schedule E of Appendix I, and other agreements and consents required to be obtained and maintained by Provider and to enable Provider to perform the duties set forth in this Agreement, with the exception of those consents, approvals, permits, licenses and authorizations which are the responsibility of Host. Provider shall deliver copies of all permits and approvals obtained pursuant to this Section to Host.

7.1.2 Title to System and Solar Services. Provider shall have good and marketable title to the System as well as all Solar Services, including Energy, sold to Host under this agreement free and clear of any and all liens, charges and encumbrances, other than those permissible and involved with the financing of the System by Provider.

7.1.3 System Operation and Maintenance. Provider shall take all actions necessary to ensure that the System is capable of operating as per System specifications and manufacturer's warranties. Provider shall, at its expense and subject to the Host's obligations to provide access to the Site, operate and maintain the System in accordance with Prudent Industry Practices, the manufacturers' requirements and warranty guidelines and Applicable Law. Provider will operate and regularly perform all routine and emergency repairs to and maintenance of the System. Provider shall maintain, inspect, service, repair, overhaul and test the System in accordance with (i) all maintenance manuals furnished with the System, as amended, (ii) all mandatory or otherwise required service bulletins issued by or through the manufacturer and/or the manufacturer of any part of the System, and (iii) all directives applicable to the System issued by the Local Electric Utility or similar regulatory agency having jurisdictional authority, and causing compliance to such directives to be completed in a timely manner through corrective modification in lieu of operating manual restrictions.

7.1.4. Organization and Good Standing Power and Authority. Provider is a limited liability company organized, validly existing and in good standing under the laws of

Delaware. Provider has all requisite power and authority to execute, deliver and perform the obligations of this Agreement subject to receiving any permits or approval necessary from Governmental Authorities.

7.1.5 Provider Records. Provider shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Host shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

7.1.6 Liens. Other than financing security interest in the System, Provider or its contractors or subcontractors shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Property or any interest therein. Provider also shall pay promptly before a fine or penalty may attach to any Property any Taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by Provider or its agents, contractors and subcontractors on the Property. In the event that a claim is made or a Lien is imposed on the Property by any contractor, subcontractor or third party arising out of work in connection with a System, Provider shall have the obligation immediately to notify Host in writing, and (i) defend and indemnify Host against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such claim or Lien, and (ii) (A) either to make such payment as necessary to discharge the claim or Lien within thirty (30) days or (B) at Provider's sole cost, challenge the validity of the claim or Lien and post a bond reasonably acceptable to Host in an amount equal to at least 125% of the amount of such claim or Lien.

7.1.7 Contractors and Subcontractors. If Provider uses contractors or subcontractors, Provider shall use experienced, licensed and reputable contractors and subcontractors. Provider shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

7.1.8 Health and Safety. Provider shall, at its sole cost and expense, take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and operation of the System that shall comply with all Applicable Laws, local government or reasonable practices as provided by Host from time to time and Prudent Industry Practices pertaining to the health and safety of persons and real and personal property. Provider shall immediately report to Host any death, injury or lost time injury that occurs on the Site, or property damage to Host's property.

7.1.9. Production Guarantee. If the Weather Adjusted Actual Production is less than the Guaranteed Production in any annual period, Provider must pay Host for the actual positive difference of the cost of procuring the shortfall in Weather Adjusted Actual Production below the Guaranteed Production for such year. Provider will deliver an annual production report before April 1 of each year, that compares actual production and Weather Adjusted Actual Production to the Guaranteed Production, as well as the basis for any calculations or adjustments and the source of any data used to perform any weather-related adjustment. In the

event of any shortfall reflected on the annual production report, Host will send Provider an invoice for any amount due, which shall include reasonable documentation (including Utility or retail electric supplier bills) related to the amount of any excess energy purchased for the Site and the price paid therefor. If Provider fails to make the payment required under this section it shall be an event of Provider default.

7.2 Covenants of Host. As a material inducement to Provider's execution of this Agreement, Host covenants and agrees as follows:

7.2.1 Consents and Approvals. Host shall obtain and maintain, and secure and deliver to Provider copies of, all consents, approvals, permits, licenses, and authorizations relating to the performance of Host's obligations and the rights granted by Host hereunder, and that are required by the terms, conditions or provisions of any restriction or any agreement or instrument to which Host is a party or by which Host is bound, including completing applications for interconnection with Host's local electric utility. Host shall use good faith efforts to assist Provider in fulfilling Provider's responsibilities under Section 7.1.1.

7.2.2 Maintenance of Interconnection. Host shall use reasonable best efforts to ensure that the System and all of the facilities to which Energy is delivered hereunder remain interconnected to the electrical grid during the entire Term in accordance with the terms of this Agreement and the interconnection agreement with the Local Electric Utility.

7.2.3 Host Records. Host shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Provider shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

8. Insurance Requirements. Provider shall maintain, at its sole expense, commercial general liability insurance, including products and completed operations and personal injury insurance, as well as Automobile Insurance in a minimum amount of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, endorsed to provide contractual liability in said amount, specifically covering Provider's obligations under this Agreement and naming Host as an additional insured. The minimum coverage amounts of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate may be satisfied by a combination of a commercial general liability policy and an excess/umbrella liability policy. Provider and contractors and subcontractors, if it has employees, shall also maintain at all times during the term of this Agreement workers' compensation insurance and employer's liability insurance, including stop gap coverage, in compliance with applicable laws. The limits of employers' liability insurance shall not be less than \$1,000,000. Within thirty (30) days after execution of this Agreement and upon Host's request annually thereafter, Provider shall deliver to Host certificates of insurance evidencing such coverage, which shall specify that Host shall be given at least thirty (30) days' prior written notice by the applicable insurer in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Host, and shall include provisions regarding waiver of subrogation. Provider shall be responsible to

ensure that all contractors and subcontractors carry the same amounts of coverage listing Host as an additional insured and prior to the start of work provide certificates of insurance from each such contractor or subcontractor. All insurance coverage shall be maintained with companies rated A- or better by Best Insurance Guide. The provision of this Agreement shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

9. Force Majeure Events. If either Party is prevented from or delayed in performing any of its obligations under this Agreement by reason of a Force Majeure Event, such Party shall notify the other Party in writing as soon as practicable after the onset of such Force Majeure Event and shall be temporarily excused from the performance of its obligations under this Agreement to the extent that such Force Majeure Event has interfered with such performance. The Party whose performance under this Agreement is prevented or delayed as the result of a Force Majeure Event shall use reasonable efforts to remedy its inability to perform. If a Party's failure to perform its obligations under this Agreement is due to a Force Majeure Event, then such failure shall not be deemed a Provider Default or a Host Default, as the case may be. Notwithstanding anything in this Section 9 to the contrary, no payment obligation of Host under this Agreement for amounts due and owing for Solar Services already provided may be excused or delayed as the result of a Force Majeure Event.

10. Term; Host Options; Termination.

10.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire on the date (the "**Expiration Date**") that is twenty (20) years after the Commercial Operation Date (the "**Term**"), unless and until terminated earlier pursuant to Sections 3.2, 3.3, 9, 10.2.2, 10.3, 10.4 or 12 (the date of any such termination, the "**Termination Date**"). Provider shall remove the System within sixty (60) days of the end of the Term and restore the area to its original condition except for reasonable wear and tear, unless the System is purchased by Host. These obligations shall survive the termination of the Agreement.

10.2 Host Options Upon Expiration of Term.

10.2.1 Extension of Term. Upon prior written notice to Provider and Lender at least one-hundred eighty (180) days prior to the Expiration Date, Host shall have the option to renew the term of this Agreement for one (1) additional five (5) year period at the Renewal Rate unless otherwise mutually agreed to by the parties in writing.

10.2.2 Option to Purchase. After the expiry of the sixth (6th), Tenth (10th), Fifteenth (15th) and Twentieth (20th) Contract Years, the Host, upon at least ninety (90) days written notice to the Provider and Lender (which notice cannot be given before December 31 of the fifth (5th) full calendar year following the Commercial Operation Date, may purchase the System from the Provider for a purchase price equal to the Fair Market Value of the System or the applicable Termination Value in Schedule D, whichever is greater (the "Purchase Price"). The "Fair Market Value" shall be determined by an appraisal conducted by a mutually acceptable independent appraiser with expertise related to the System. The cost of the appraiser

shall be borne by the parties equally. Once the Provider has given Host written notice of the Purchase Price, the Host shall have ten (10) days to confirm its intent to purchase the System in writing to the Provider and the parties shall arrange a mutually agreeable schedule to prepare and execute the necessary document to transfer the System and Environmental Attributes, including but not limited to the ZREC Tariff Agreement, and all relevant equipment guarantees and warranties to Host free and clear of any liens, claims, security interests or other encumbrances. This Agreement shall terminate effective upon the Host's payment to Provider of the Purchase Price and the transfer of the System to Host. If the Host declines to confirm its intent to exercise its option after learning the Purchase Price, the Agreement shall remain in effect and the terms of this Section shall remain applicable to the next date for which the option is allowed.

10.3 Provider Termination. Provider shall have the right, in Provider's sole and absolute discretion, to terminate this Agreement upon written notice:

10.3.1 of the occurrence of an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy to federal or state regulation of prices and/or service provided the Provider sends written notice within 30 days of the issuance or occurrence of such order;

10.3.2 if the elimination or alteration of one or more Environmental Financial Incentives or other change in law results in a material adverse economic impact on Provider, provided the Provider sends written notice of its intent to terminate within 30 days of the effective date of such elimination, alteration or change in law and includes a detailed written explanation identifying the change and the resulting adverse economic impact and supporting data and calculations; A Provider termination under this Section 10.3 shall not be deemed a default by Provider hereunder so long as Provider removes the System as required and otherwise complies with obligations that survive termination of the Agreement. Upon the receipt of Provider's notice of its intent to terminate under this Section 10.3 Host shall have the option to purchase the System and Environmental Attributes from the Provider for a purchase price equal to the Fair Market Value of the System (provided that the appraiser determining Fair Market Value shall consider and select the higher value of both (i) the value of the System in situ, taking into account the new condition that is the basis for Provider's termination, and (ii) the value of the System removed from the Site, less the costs of removal). If Host does not exercise its Option within 30 days, the Agreement shall be terminated, and the Parties will have no further obligations hereunder except for obligations which survive termination.

10.4 Host Termination. Host shall have the right, in Host's sole and absolute discretion, to terminate this Agreement upon written notice to Provider and Lender of the occurrence of an unstayed order of a court or administrative agency having the effect of requiring the Host to remove or substantially remove the System from the Site for any reason.

11. Defaults.

11.1 Host Default. The occurrence at any time of any of the following events shall constitute a "Host Default":

11.1.1 Failure to Pay. The failure of Host to make any payment of undisputed amounts owing to Provider and such failure is not cured by Host within thirty (30) days after Host receives written notice of each such failure from Provider;

11.1.2 Failure to Perform Other Obligations. Unless due to a Force Majeure Event excused by Section 9, the failure of Host to perform or cause to be performed any other material obligation required to be performed by Host under this Agreement, or the failure of any representation and warranty set forth herein to be true and correct as and when made; provided, however, that if such failure by its nature can be cured, then Host shall have a period of thirty (30) business days after receipt of written notice from Provider of such failure to Host to cure the same and a Host Default shall not be deemed to exist during such period; provided, further, that if Host commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for ninety (90) additional days; provided, further, however, that no such cure period or extension shall relieve Host of its obligations to pay amounts otherwise due under this Agreement (other than the payment of the Termination Value) as a result of Host's failure to perform such obligations; or

11.1.3 Bankruptcy, Etc. (a) Host admits in writing its inability to pay its debts generally as they become due; (b) Host files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (c) Host makes an assignment for the benefit of creditors; (d) Host consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Host has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Host's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Host's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.

11.1.4 Site Access. Host fails to grant Provider with continuous and uninterrupted access subject to reasonable security, health and safety and other school related operations to the Site throughout the Term of this Agreement so that Provider can perform its responsibilities in accordance with the terms and conditions set forth herein.

11.1.5 Interconnection. Host fails to comply with the interconnection agreement with the Local Electric Utility or (subject to the Provider's compliance with Provider's obligations hereunder and under the interconnection agreement) otherwise fails to continue to ensure that the System and all of the facilities to which Energy is delivered hereunder remain interconnected to the electrical grid at all times during the Term in accordance with Section 7.2.2.

11.2 Provider Default. The occurrence at any time of the following event shall constitute a "Provider Default":

11.2.1 Failure to Perform Obligations. Unless due to a Force Majeure Event excused by Section 9, the failure of Provider to perform or cause to be performed any obligation required to be performed by Provider under this Agreement or the failure of any representation and warranty set forth herein to be true and correct as and when made; provided, however, that if such failure by its nature can be cured, then Provider shall have a period of thirty (30) business days after receipt of written notice from Host of such failure to Provider to cure the same and a Provider Default shall not be deemed to exist during such period; provided, further, that if Provider commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one-hundred twenty (120) additional days; or

11.2.2 Bankruptcy, Etc. (a) Provider admits in writing its inability to pay its debts generally as they become due; (b) Provider files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (c) Provider makes an assignment for the benefit of creditors; (d) Provider consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Provider has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Provider's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.

11.2.3 Failure to Meet Critical Milestones. The Provider's failure to meet any of the Critical Milestones by the dates set forth in Section 3.1.1 above.

11.2.4 Failure to Pay. The failure of Provider to make any payment of any undisputed amount to any contractors or subcontractors that results in the stoppage of work or delay in the Commercial Operation Date.

12. Remedies Following Default.

12.1 Host's Remedies Upon Occurrence of a Provider Default.

12.1.1 Termination. In addition to any other remedies available under this Agreement or at law, if a Provider Default as described in Section 11.2 above has occurred and is continuing, and if Provider fails to correct or cure the conditions causing such Provider Default within thirty (30) days after the date on which Host gives Provider and Lender written notice of Host's intent to terminate this Agreement as a result of such Provider Default, then, subject to Section 14.1.7 and any other Lender rights agreed to in writing by Host, this Agreement shall terminate and be of no further force or effect as of the last day of such thirty (30) day period.

12.1.2. Purchase Option. Upon a Host termination, Host shall also have the right to purchase the Solar System for Fair Market Value or the applicable Termination Value in Schedule D, whichever is greater. The Host must send the Provider and Lender notice of its intent to exercise its right to purchase within ten (10) days after the termination date. If the Host does not exercise its right to purchase, the Provider must remove the Solar System from the Site within sixty (60) days and restore the Site to its condition prior to installation excluding normal wear and tear.

12.2 Provider's Remedies Upon Host Default. In addition to any other remedies available under this Agreement or at law, if a Host Default as described in Section 11.1 has occurred and is continuing, and if Host fails to correct or cure the conditions causing such Host Default within thirty (30) days after the date on which Provider gives Host written notice of Provider's intent to terminate this Agreement as a result of such Host Default, then this Agreement shall terminate and be of no further force or effect as of the last day of such thirty (30) day period; and Provider shall have the right to cause Host to pay (and Host shall have the obligation to pay to Provider) the applicable Termination Value in Schedule D of Appendix I provided Provider must remove the Solar System from the Site within sixty (60) days and restore the Site to its condition prior to installation excluding normal wear and tear.

12.3 Effect of Termination of Agreement. Upon the Termination Date or the Expiration Date, as applicable, any amounts then owing by a Party to the other Party shall become immediately due and payable and the then future obligations of Host and Provider under this Agreement shall be terminated. Such termination shall not relieve either Party from obligations accrued prior to the effective date of termination or expiration.

13. No Consequential Damages. The parties agree that neither party is entitled to or can recover consequential damages from the other parties under this Agreement.

14. Miscellaneous Provisions.

14.1 Notices. All notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person or (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested or (c) sent by reputable overnight express courier, addressed in each case to the addresses set forth below, or to any other address either of the parties to this Agreement shall designate in a written notice to the other Party:

If to Provider:

Davis Hill Development
21 Skyridge Rd
Greenwich, CT 06831

With copy to Provider's lenders or other parties designated in writing by
Provider from time to time.

If to Host:

The City of Bridgeport
Margaret Morton Center

The City of Bridgeport
Bridgeport City Hall

999 Broad St.
Bridgeport, CT 06604
203-576-7201 (phone)
203-576-3913 (fax)
mayor@bridgeportct.gov
Attn: Mayor's Office

45 Lyon Terrace
Bridgeport, CT 06604
203-576-7081 (phone)
203-332-5608 (fax)
Attn: City Clerk

With copy to:

Office of the City Attorney
Margaret Morton Center
999 Broad St.
Bridgeport, CT 06604
203-576-7647 (phone)
203-576-8252 (fax)
Attn: City Attorney

Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
860-424-4300 (phone)
860-424-4370 (fax)
lhoffman@pullcom.com
Attn: Lee D. Hoffman

All notices, communications and waivers to Host's lenders or other financiers under this Agreement shall be to the name and address specified in a notice from Host to Provider. All notices sent pursuant to the terms of this Section 14.1 shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by reputable overnight, express courier, then on the next business day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third (3rd) Business Day following the day sent or when actually received.

14.2 Representations and Warranties.

14.2.1 Provider Representations. Provider hereby represents and warrants that:

(a) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary limited liability company action;

(c) This Agreement is a legal, valid and binding obligation of Provider enforceable against Provider in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) To the best knowledge of Provider, as of the date of execution hereof, no governmental approval (other than any governmental approvals that have been previously obtained or disclosed in writing to Host) is required in connection with the due authorization, execution and delivery of this Agreement by Provider or the performance by Provider of its obligations hereunder which Provider has reason to believe that it will be unable to obtain in due course on or before the date required for Provider to perform such obligations;

(e) Neither the execution and delivery of this Agreement by Provider nor compliance by Provider with any of the terms and provisions hereof (i) conflicts with, breaches or contravenes the provisions of the articles of formation or operating agreement of Provider or any contractual obligation of Provider or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Provider.

14.2.2 Host Representations. Host hereby represents and warrants that:

(a) It is a municipal entity, duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized;

(c) This Agreement is a legal, valid and binding obligation of Host enforceable against Host in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) Neither the execution and delivery of this Agreement by Host nor compliance by Host with any of the terms and provisions of this Agreement (i) conflicts with, breaches or contravenes the provisions of the Charter and By-Laws of Host, or any contractual obligation of Host, or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of Host.

14.3 Assignment. Neither Host nor Provider shall assign its interests in this Agreement, nor any part thereof, without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Host consent shall not be required for Provider to assign this Agreement for collateral purposes to one or more Lenders in connection with financing of the System, provided that Provider shall provide Host with written notice of such assignment prior thereto and that such assignment does not relieve Provider of any responsibility or obligations under this Agreement.

14.4 Appropriations. The Host represents that it has validly appropriated sufficient funds to meet all payments and performance likely or required to be made or tendered during Host's first fiscal year during the Term. Host reasonably believes that funds can be obtained sufficient to make all payments set forth in the Agreement and any other amounts owed during the term of the Agreement. However, the payment of any payments due under this Agreement for any year beyond the first year provided for herein is contingent upon annual appropriation of funds in accordance with applicable law. Host agrees that, to the extent permitted by law, it will make payments due under this Agreement if any funds are appropriated to or by it for the acquisition or use of equipment or services performing functions similar to the equipment provided by Provider during the applicable fiscal year. Host agrees that the Energy provided under the Agreement is fungible with, and performs a similar function to all other electric energy provided to Host, and the delivery of such electric energy is an essential service of the Host, and Host agrees that, during the Term of this Agreement, for each fiscal year budget request, to the extent that Host identifies electrical services as a separate line item, Host will include the amounts to become due under this Agreement together in the same line item as for all electrical services included in such fiscal year funding request.

14.5 Successors and Assigns. The rights, powers and remedies of each Party shall inure to the benefit of such party and its successors and permitted assigns.

14.6 Entire Agreement. This Agreement (including all appendices and schedules attached hereto) represents the entire agreement between the parties to this Agreement with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous oral and prior written agreements.

14.7 Amendments to Agreement. This Agreement shall not be amended, modified or supplemented without the written agreement of Provider and Host at the time of such amendment, modification or supplement.

14.8 Waivers; Approvals. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions or upon the occurrence of any Provider Default or Host Default, as applicable, shall not constitute a waiver of any rights of such Party, and, subject to the notice requirements of this Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Provider Default or Host Default. Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approvals required under this Agreement must be in writing, signed by the Party whose approval is being sought.

14.9 Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of Applicable Law, Provider and Host shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement (and in the event that Provider and Host cannot agree then such provisions shall be severed from this Agreement) and the

validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

14.10 Execution in Counterparts. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.

14.11 Governing Law; Jurisdiction; Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut. Parties irrevocably agree that any action, suit or proceeding by or among Provider and Host may be brought in the Superior Court for the Judicial District of Fairfield/Bridgeport, or the U.S. District Court for the District of Connecticut, has subject matter jurisdiction over the dispute and waive objections that Parties may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens. Nothing in this Agreement shall affect the right to service of process in any other manner permitted by law. Host and Provider further agree that final judgment against it in any action or proceeding shall be conclusive, unless appealed, and may be enforced by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and the amount of such judgment.

14.12 Intentionally omitted.

14.13 No Third Party Rights. This Agreement is only for the benefit of the parties to this Agreement, their successors and permitted assigns (including any lender or lessor of Provider) and Persons expressly benefited by the indemnity provisions of this Agreement. No other Person (including, without limitation, tenants of the Site) shall be entitled to rely on any matter set forth in, or shall have any rights on account of the performance or non-performance by any Party of its obligations under, this Agreement.

14.14 Treatment of Additional Amounts. The Parties hereto acknowledge and agree that any amounts payable by one Party to the other as a result of the payor's default shall constitute liquidated damages and not penalties. The Parties further acknowledge that in each case (a) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (b) the amounts specified hereunder bear a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by Host or Provider as the case may be and (c) the Parties are sophisticated business parties and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement at arm's length.

14.15 No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

14.16 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Provider to dedicate its property to public use or subject itself to regulation as a "public utility" under Connecticut law.

14.17 No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, affiliated company, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

14.18 Lender Accommodations. Host acknowledges that Provider may be financing the System with debt or equity financing and may enter into a sale-leaseback of the System or a partnership flip from, to or with one or more Lenders and that Provider's obligations may be secured by, among other collateral, one or more pledges or collateral assignments of this Agreement and a first security interest in the System. In order to facilitate such necessary financing, with respect to any Lender, Host agrees as follows:

(a) Consent to Collateral Assignment. Host consents to both the sale of the System to Lender and the collateral assignment by Provider to Lender, of Provider's right, title and interest in and to this Agreement.

(b) Rights Upon Event of Default. Lender, as owner of the System, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any obligation required of Provider hereunder or to cure any default of Provider hereunder in the time and manner provided by the terms of this Agreement subject to the additional Lender cure period set forth below. Upon the exercise of remedies under its security interests or enforcement rights in the System, Lender shall (A) cause the purchaser or transferee of the System to assume the Provider's rights and obligations under this Agreement and require such purchaser or transferee to have the knowledge, experience, and financial capability to fulfill Provider's rights and obligations under this Agreement, and (B) give advance notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

(c) Right to Cure. Host will not exercise any right to terminate this Agreement unless it shall have given Lender prior written notice of its intent to terminate this Agreement based on a Provider Default specifying the condition giving rise to such right, and Lender shall not have cured the Provider Default giving rise to the right of termination within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider Default reasonably cannot be cured by Lender within such period and Lender commences and diligently pursues cure of such Provider Default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(d) Change in Lender. Host acknowledges and agrees that Provider may change Lender at any time, in Provider's sole discretion, and Host shall abide by such new

contact information and payment directions as instructed by Provider. Provider shall hold harmless and indemnify Host for any dispute between Provider and/or Lenders and /or Host regarding the instruction provided to Host by Provider.

(e) Security Interest. In the event that Provider grants a security interest in the System to Lender, Host consents to any required filing to perfect such a security interest so long as that filing clearly documents the parties' intent that the System is considered personal property only and is not considered a fixture to the Site. Such filing shall not create any interest in or lien upon the real property or the interest of Host therein and shall expressly disclaim the creation or such an interest or lien, provided that Provider shall be permitted to make a prophylactic fixture filing with regard to the System.

(f) Third Party Beneficiary. Host agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 14.17.

(g) Acknowledgement and Confirmation. To facilitate Provider obtaining financing of the System, Host shall provide such consents to collateral assignment, certifications, representations, information, opinions or other documents as may be reasonably requested by Provider or its Lenders in connection with the financing of the System, provided, however, that Host shall have no obligation to provide any such consent, certification, representation, information or other document, or enter into any agreement, that materially changes any rights or benefits, or materially increases any burdens, liabilities or obligations of Host, under this Agreement (except as otherwise contemplated herein).

14.19 Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986.

15. Confidential Information. Each Party (the "**Receiving Party**") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or penult access to, without the prior written consent of the other Party (the "**Disclosing Party**"), any Confidential Information of the Disclosing Party. "Confidential Information" does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party or (d) information subject to the Connecticut Open Meetings Law or Freedom of Information Act. The Receiving Party shall use the standard of care that the Receiving Party uses to preserve its own Confidential Information to prevent unauthorized use or disclosure of such Confidential Information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange on which the shares of any Party are listed, (ii) as otherwise required by law, (iii) to the extent necessary in endorsing the Agreement, (iv) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (v) to its attorneys,

accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (vi) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vii) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations.

16. Estoppel. Either Party hereto, without charge, at any time and from time to time, within ten (10) business days after receipt of a written request by the other party hereto for purposes related to financing or financial accounting, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person, firm or corporation specified by such requesting party:

16.1 That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

16.2 Whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

16.3 Such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date set forth above.

PROVIDER:

Davis Hill Development, LLC

By: _____

Name: Andrew Karetsky

Title: President

Date:

HOST:

City of Bridgeport

By: _____

Name: _____

Title: _____

Date:

Appendix I-Schedule A
DESCRIPTION OF SITE

The site consists of a Small ZREC sized solar rooftop array located on the roof of the golf cart barn at the Fairchild Wheeler Golf Course, together with electrical conduit, conductors and appurtenant fixtures on, inside or appurtenant to such structure, as necessary for the installation of fixtures to connect the System to the public utility grid, all as set forth on the engineering drawings, renderings, construction permits, site plans, plat maps and other relevant documentation for such Solar System (collectively, the "Site Plans"), which Site Plans have received, or will receive, all necessary planning and zoning approvals and building and other permits required by the City of Bridgeport and/or the Town of Fairfield, including approvals and permits issued by the Department of Public Works, the Building Department, and any other department authorized to issue such approvals and permits.

Appendix I — Schedule B

DESCRIPTION OF SYSTEM

Provider reserves the right to install substitute equipment as specified below based on the state of the market and technology conditions immediately prior to procurement.

Technical Specifications

- Rated Photovoltaic Array Capacity (STC): 68.6 kW DC
- Photovoltaic Panel Manufacturer: [Bloomberg Tier I]
- Inverter Manufacturer: SolarEdge Technologies or equivalent acceptable to Host

Project Specs

The PV modules being installed are reliable, durable and highly efficient PV modules with a 10-year product guarantee. The panels also carry a 25-year manufacturer output warranty that they will provide at least 80% of their PTC rating. This project aligns approximately [] modules on the rooftop of the golf cart barn.

DC power from the solar modules will be routed in electrical conduit to the inverters. AC power from the inverters will be routed to the main electrical service entrance to be installed on the parcel owned by the Provider. A revenue grade kWh meter will be installed in order to determine the net energy production for the system. All electricity carrying both AC and DC power will be installed according to the National Electric Code, as well as any State or Local code that may be applicable. All components of the system are UL listed.

Appendix I — Schedule C

PRICING

The pricing under section 6.1 of this Agreement shall be a fixed price of \$0.06/kWh for the term of this Agreement.

Appendix I-Schedule D
TERMINATION VALUES

Appendix I-Schedule E

PERMITS AND APPROVALS

1. Interconnection Application
2. Building Permit
3. Electrical Permit
4. Electric Utility Contingent Approval
5. Interconnection Agreement
6. Municipal Certificate of Completion
7. Electric Utility Witness Test
8. Electric Utility Approval to Operate

Appendix I — Schedule F

Maintenance Shutdown Allotment

Mark T. Anastasi, Esq.

25 Sullivan Place
Bridgeport, CT 06610

Office Contacts
(203) 371-0383
martulana@aol.com

City of Bridgeport Contacts
(203) 673-7218
mark.anastasi@bridgeportct.gov

September 1, 2021

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

Re: Proposed Solar Roof Panel Power Purchase Agreement Between CEFIA Holdings LLC, the Bridgeport Public Library and the City of Bridgeport for the Burroughs-Saden Main Library and the North Branch Library

Dear Honorable Council Members:

Kindly place the above-referenced matter on the Agenda for the City Council meeting of Tuesday, September 7, 2021 FOR REFERRAL TO THE COMMITTEE ON CONTRACTS. Thank you for your attention to this matter.

Very truly yours,

/s/ Mark T. Anastasi

Mark T. Anastasi, Esq.

Cc: Mayor Joseph P. Ganim
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Board of Dir., Bridgeport Public Library
Daniel Shamas, Chief of Staff
Thomas Gaudett, Mayor's Office
Craig Nadrizny, Dir. Public Facilities
Rep. Joseph Gresko, Asst. Spec. Proj. Mgr.
Daniel Roach, Public Facilities
Christopher Anastasi, EID Chm.
Lee Hoffman, Esq., Pullman & Comley PC
R. Christopher Meyer, City Attorney

RECEIVED
CITY CLERKS OFFICE
21 SEP -1 PM 4: 18
ATTEST
CITY CLERK

From: Anastasi, Mark T
Sent: Wednesday, September 1, 2021 4:13 PM
To: Ortiz, Frances
Subject: Fwd: Referral Letters to City Council

Subject: Referral Letters to City Council

Frances - per our conversation, attached are 2 solar power contracts Referral Letters (to the Contracts Committee) for the 9/7/21 City Council Agenda. I will hand-deliver 20 copies of each contract and Executive Summaries.

Thanks again.

RECEIVED
CITY CLERKS OFFICE
21 SEP - 1 PM 4: 18
ATTEST
CITY CLERK _____

POWER PURCHASE AND LICENSE AGREEMENT

BETWEEN

CEFIA HOLDINGS LLC

THE BRIDGEPORT PUBLIC LIBRARY

AND

THE CITY OF BRIDGEPORT

DATED AS OF [] __, 20[]

POWER PURCHASE AND LICENSE AGREEMENT

THIS POWER PURCHASE AND LICENSE AGREEMENT (this "*PPA*") is made and entered into as of [] __, 20[] (the "*Effective Date*"), by and between EcoSolar, LLC, a Connecticut limited liability company with offices at 12 Huntington Drive, Branford, Connecticut 06405 ("*EcoSolar*") and CEFIA Holdings LLC, a Connecticut limited liability company with offices at 75 Charter Oak Ave, Suite 1-103, Hartford, CT 06106 ("*CEFIA*", together with EcoSolar jointly and severally being the "*Seller*"), the Bridgeport Public Library, an organization created by the Charter of the City of Bridgeport and by statute by the Connecticut General Assembly, with offices at 925 Broad St, Bridgeport, Connecticut 06604 (the "*Library*"), and the City of Bridgeport, a Connecticut municipal corporation with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "*City*", together with the Library jointly and severally being the "*Buyer*"). Seller and Buyer are sometimes hereinafter referred to individually as a Party and collectively as the Parties.

RECITALS

- A. Buyer is owner of all that certain real property together with all improvements, buildings, and other structures thereon known as the Burroughs Sade Library Main Branch, as more particularly described on Exhibit A attached hereto (the "*Premises*"), subject only to the Permitted Encumbrances described in Exhibit.
- B. Seller agrees to finance, own and operate a solar energy facility, as more particularly described in Exhibit C (the "*SEF*"), on the Premises. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy generated by the SEF during the Term (as defined below) and otherwise in accordance with the terms of this PPA.
- C. Seller desires to obtain, and Buyer desires to provide, an exclusive license for Seller's access to and use of the Premises at reasonable times and upon reasonable notice for the purposes of designing, constructing, installing, inspecting, testing, owning, operating, monitoring, maintaining, repairing, removing and selling of electricity from the SEF.

AGREEMENT

In consideration of the foregoing recitals, the mutual agreements, representations, warranties and covenants set forth in this PPA and the Schedules and Exhibits hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1.

DEFINED TERMS; RULES OF INTERPRETATION

1.1 Defined Terms. Capitalized terms used in this PPA shall have the meanings ascribed to them in the Schedule of Definitions and Rules of Interpretation attached hereto as Exhibit D and made a part of this PPA by this reference, or elsewhere in this PPA.

1.2 Rules of Interpretation. The rules of interpretation in the Schedule of Definitions and Rules of Interpretation shall apply to this PPA unless expressly provided otherwise.

ARTICLE 2. TERM

2.1 Term. The initial term of this PPA (the "*Term*") shall commence on the Effective Date and shall be in effect until the twentieth (20th) anniversary of the Commercial Operation Date, provided that, upon the subsequent mutual agreement in writing of the Parties, the Term may be extended for two (2) successive, additional terms of five (5) years each.

2.2 Conditions Precedent. The respective rights and obligations of the Parties under this PPA (subject to Section 2.4) are conditioned upon the satisfaction in full (or waiver by Seller) within three hundred and sixty-five (365) days after the Effective Date of (i) the receipt by Seller of final approval from Buyer's Serving Utility to operate and interconnect the SEF, and (ii) the following:

(a) Seller shall have received financing sufficient to enable it to purchase, construct, operate and maintain the SEF as required by this PPA on terms acceptable to the Seller in its sole discretion;

(b) Seller shall, at its sole cost and expense, assess the condition and suitability of the Project Site, and all Project Site infrastructure, to host the SEF and for such SEF to function as proposed by Seller, which assessments shall be completed within twenty-five (25) days after execution of this Agreement. In connection with this assessment, Buyer will provide Seller with the following types of information where available and applicable: (A) Project Site plans; (B) specifications for existing electrical systems and related equipment at each Project Site that may affect and be directly affected by the SEF; (C) roof assessments completed by the Buyer; and (D) any documentation necessary to corroborate title to the property;

(c) Seller shall have obtained all Governmental Approvals and approvals from Buyer's Serving Utility, which approvals shall include conditions and terms satisfactory to Seller in its sole discretion, which discretion shall include the right to terminate this PPA;

(d) Seller shall have entered into an Interconnection Agreement with Buyer's Serving Utility that qualifies under applicable net metering programs, under which any over-production of energy is carried as a credit on Buyer's utility bill; and

In the event that the foregoing conditions shall not have been met within the timeframe set forth above, unless extended due to delays beyond Seller's control, then Seller shall have the right to terminate this Agreement in its entirety upon ten (10) days' written notice, not given more than seven (7) days after the three hundred and sixty-five (365) days after the Effective Date has expired without any further financial or other obligation to the either Party as a result of such termination.

2.3 Notice of Commercial Operation. Unless otherwise agreed by the Parties, and subject to the remaining provisions of this PPA, Seller shall notify Buyer when the SEF has achieved Commercial Operation (the "*Notice of Commercial Operation*").

(a) **Construction Commencement Notice.** Seller shall provide no less than three (3) days' advance written notice of the commencement of construction of the SEF. Upon

request, Seller shall provide Buyer with a copy of the construction milestones prior to commencement of construction of the SEF.

(b) **Construction Completion Deadline.** If Commercial Operation of the SEF does not occur on or before the date that is three hundred and sixty-five (365) days after the date construction commenced as referenced in the notice provided pursuant to Section 2.3(a) herein, either Party hereto shall have the right to terminate this PPA by providing written notice to the other at any time prior to the date upon which Commercial Operation is achieved.

2.4 Survival. The terms and conditions of this PPA shall survive the termination or expiration of this PPA only (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations and with respect to indemnification; and/or (ii) as otherwise specified herein.

ARTICLE 3.

PURCHASE AND SALE; DELIVERY, GOVERNMENTAL CHARGES, INSOLATION

3.1 Purchase and Sale of Energy Output. During the Term, Seller shall deliver to Buyer, and Buyer shall take delivery of, at the Delivery Point, all of the Energy in accordance with the terms of this PPA.

3.2 Price for Energy Output. Buyer shall pay Seller for all of the Energy delivered to the Delivery Point, as metered at the Metering Device, and for any Imputed Energy, at the applicable Energy Payment Rate. The payment to be made by Buyer to Seller shall equal the Energy and Imputed Energy for the relevant period multiplied by the Energy Payment Rate for such period.

3.3 Energy Payment Rate. During the period commencing on the Effective Date and ending on the last day of the Term before the anniversary of the Commercial Operations Date, Buyer shall pay for Energy delivered to the Delivery Point at the per kilowatt hour ("kWh") rate (the "**Energy Payment Rate**") specified in Exhibit E for the year in question. Seller shall not make or add any demand, delivery or other incidental charges to the Energy Payment Rate. In all cases, any adjustments in the Energy Payment Rate shall be made to the nearest thousandth (.001) of a cent.

3.4 Title and Risk of Loss of Energy Output. Title to and risk of loss of the Energy will pass from Seller to Buyer at the Delivery Point. As between the Parties, Seller shall be deemed to be in exclusive control of all Energy prior to the Delivery Point, and Buyer shall be deemed to be in exclusive control of all Energy at and from the Delivery Point. Except as otherwise provided herein, Seller warrants that it will deliver the Energy to Buyer at the Delivery Point, free and clear of all liens, security interests, claims, and other encumbrances created by Seller.

3.5 Adjustment to Energy Payment Rate. In the event of changes due to 1) conditions or proposed requirements that are unanticipated at the time of execution of this Agreement and which are identified during due diligence, 2) design review by the Buyer or its consultants, or material differing or unforeseen conditions at a Project Site, or 3) any change in one or more Environmental Incentives, or 4) other Change in Law during the Term that is applicable to a SEF or the obligations of Seller hereunder that must be complied with, and such

compliance results in a material change in Seller's costs (hereinafter "**Sales Price Modification Factors**"), Seller may seek an adjustment to the Energy Payment Rate identified in Exhibit E (Payment Schedule) which is inclusive of changes, including cost increases or decreases of more than two (2%) percent, provided that, Seller, within ten (10) days of such change, submits to the Buyer a written notice setting forth: (i) the citation and description of reasonably unanticipated applicable change(s) due to one or more of the Sales Price Modification Factors, delineating which factor(s) apply; (ii) the manner in which such change has or will materially change Seller costs; and (iii) Seller's proposed adjustment to the Energy Payment Rate identified in Exhibit E (Payment Schedule). The Parties shall cooperate and use commercial best efforts in attempting to reach a mutual agreement on the new Energy Payment Rate. If, after commercial best efforts, the Parties mutually agree on a new Energy Payment Rate, Exhibit E (Payment Schedule) shall be updated, as necessary, and thereafter be deemed amended and restated as the new Exhibit E (Payment Schedule), but otherwise the Agreement shall remain in full force and effect in accordance with its terms and shall not be deemed otherwise amended. If, after commercial best efforts, the Parties cannot mutually agree on a new Energy Payment Rate, then Seller may terminate this Agreement.

3.6 Governmental Charges.

(a) Except as set forth in Section 3.6(b), Seller is responsible for paying all local, state and federal income taxes attributable to Seller for income resulting from sales of Energy to Buyer under this PPA.

(b) The Library is responsible for paying i) all sales & use taxes ("**SUT**") assessed against Buyer due to Buyer's purchase of Energy and ii) all real and personal property taxes assessed against the SEF ("**Property Taxes**"). Such SUT and Property Taxes shall also be reimbursed to Seller by the Library, should Seller be assessed such SUT or Property Taxes.

(c) The Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Energy hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefor, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

3.7 Insolation. Buyer understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this PPA. Buyer shall not in any way cause and, where possible, shall not in any way permit any interference with the SEF's Insolation. If Buyer becomes aware of any activity or condition that could diminish the Insolation of the SEF, Buyer shall notify Seller immediately and shall use commercially reasonable efforts to cooperate with Seller in preserving the SEF's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 3.7 against Buyer, should Buyer's or its Representatives' actions or omissions be responsible for the reduction in Insolation.

3.8 No Resale. Buyer will not sell any of the Energy purchased from Seller to a third party pursuant to this Agreement other than sales made to the local utility pursuant to a net metering arrangement between the Buyer and such local utility.

3.9 Maintenance of Premise; Alterations to the Premises. Buyer shall, at its sole cost and expense, maintain the Premises in good condition and repair. Buyer will ensure that the Premises remain interconnected to the local utility grid at all times and will not permit cessation of electric service to the Premises from the local utility. Buyer is fully responsible for the maintenance and repair of the Premises electrical system and of all of Buyer's equipment that utilizes the SEF's outputs. Buyer shall properly maintain in full working order all of Buyer's electric supply or generation equipment that Buyer may shut down while utilizing the SEF. Buyer shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the SEF or that could reasonably be expected to adversely affect the SEF. Buyer shall not make any alterations or repairs to the Premises which may adversely affect the operation, monitoring and/or maintenance of the SEF without Seller's prior written consent. If Buyer wishes to make such alterations or repairs, Buyer shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Buyer in making such alterations or repairs in a manner that avoids damage to the SEF, but, notwithstanding any such advice, Buyer shall be responsible for all damage to the SEF caused by Buyer, its representatives or its contractors. To the extent that temporary disconnection or removal of the SEF is necessary to perform such alterations or repairs, such work and any replacement of the SEF after completion of Buyer's alterations and repairs shall be done by Seller or its contractors at Buyer's cost. All of Buyer's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

ARTICLE 4. ENVIRONMENTAL ATTRIBUTES AND TAX BENEFITS

4.1 Title to SEF, Environmental Attributes, Capacity Attributes and Tax Benefits. All Environmental Attributes relating to the SEF or the Energy will be and shall remain property of Seller including, without limitation, Solar Renewable Energy Certificates or any comparable instruments. All Capacity Attributes and Tax Benefits will be and shall remain property of Seller. Buyer shall assign to Seller all rights to and income from rebates, credits, or reimbursements attributable to the SEF. Buyer shall not report to a Person that any Environmental Attributes, Capacity Attributes, Tax Benefits, rebates, credits, or reimbursements as assigned to Seller herein belong to any Person other than Seller. Seller shall be the sole owner and title holder of the SEFs at all times during the Term of this Agreement, which SEFs shall (i) at all times retain the legal status of personal property of Seller as defined under Article 9 of the Uniform Commercial Code and (ii) not attach to or be deemed a part of, or fixture to, the Premises. Without limiting the generality of the foregoing, Seller may file one or more precautionary financing statements, including fixture filings in such jurisdictions as it deems appropriate with respect to the SEFs to protect Seller's rights therein. Seller may assign or sell in its sole discretion, all right, title and interest in the Environmental Attributes associated with or resulting from the development and installation of the SEF at the Project Site, or the production, sale, purchase or use of the Energy from the SEF. Buyer shall take no position on any tax return or other filings suggesting that it is anything other than a purchaser of electricity from the SEFs. In this regard, the Parties intend this PPA to be treated as a "service contract" within the meaning of section 7701(e)(3) of the Internal Revenue Code.

4.2 Further Assurances. Promptly upon Seller's request and provided Seller is not in default hereunder, Buyer shall execute all such commercially reasonable documents and instruments (including, but not limited to, assignments, consents and acknowledgments) reasonably necessary to (i) effect, evidence or transfer to Seller all right, title and interest in and to the Environmental Attributes and Tax Benefits, or (ii) effect, participate, or enroll the SEF, Environmental Attributes Capacity Attributes, or the utility account for the Meter, for the benefit of Seller, in any program administered by Buyer's Serving Utility, Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity. If the standards used to qualify the Capacity Attributes or Environmental Attributes to which Seller is entitled under this PPA are changed or modified, Buyer shall promptly upon Seller's request and without cost to Buyer use all commercially reasonable efforts to cause the Capacity Attributes or Environmental Attributes to comply with new standards as changed or modified.

4.3 Promotion and Branding. Nothing in this PPA is intended to preclude Buyer or Seller from distributing advertising or other promotional material highlighting the purchase and use of renewable energy from the SEF for commercial or branding purposes, provided that neither Party shall be permitted to release to the public any such material regarding the SEF or the use of renewable energy therefrom without the prior review and approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, Buyer and Seller are mutually permitted to use the SEF for promotional purposes, which shall be limited to distribution of written materials, and may not include site visits or signs. Notwithstanding the foregoing, neither Party will use the other Party's (or any Financing Party's) corporate name, logo or other identification in any marketing, promotion, branding or other written, spoken or electronic communications without the express written permission of the other Party. In making such advertising or promotional material, Seller shall be prohibited from stating or implying that Buyer has given its endorsement to Seller in connection with the SEF.

ARTICLE 5.

LICENSE, CONSTRUCTION, MAINTENANCE AND MONITORING

5.1 License, Construction, Maintenance, and Monitoring of SEF by Seller.

(a) Seller shall, at its sole cost and expense, (i) on or before one (1) year after the Effective Date, construct the SEF and achieve Commercial Operation in a good and workmanlike manner and in accordance with all Laws and Prudent Utility Practices in all material respects, (ii) maintain the SEF in good condition (including any necessary cleaning of solar panels) and repair in accordance with Prudent Utility Practices and the terms of this PPA and all Laws in all material respects, and (iii) monitor the SEF's performance to ensure that any SEF malfunction causing a loss of Energy will be discovered and rectified in accordance with Prudent Utility Practices in all material respects. Buyer hereby consents to the construction of the SEF's connection to the Premises, including, without limitation, mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, and, in the case of metering equipment and utility interconnections, on portions of the Premises so long as Seller does not unreasonably interfere with Buyer's ability to conduct its business or utilize the Premises. Seller shall have the right to take reasonable action to restrict the right of persons to obtain access to the portion of the SEF on the Premises and Buyer will reasonably cooperate with Seller in connection with these actions.

(b) Buyer grants to Seller and to Seller's agents, employees and contractors an irrevocable non-exclusive license running with the Premises (the "*License*") for access to, on, over, under and across the Premises for the purposes of (i) designing, installing, inspecting, testing, constructing, operating, owning, maintaining, accessing, repairing removing, replacing and selling the electricity from the SEF; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the SEF to Buyer's electric system at the Premises and/or to the utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the SEF. Seller shall notify Buyer prior to entering the Premises except in situations where there is imminent risk of damage to persons or property or otherwise requiring Emergency Repairs. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or Termination Date of this Agreement (the "*License Term*"). During the License Term, Buyer shall ensure that Seller's rights under the License and Seller's access to the Premises are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this agreement by either Party for one hundred and twenty (120) days. Buyer agrees that Seller, upon request to Buyer, may record a memorandum of non-exclusive license in the land records respecting the License in form and substance reasonably acceptable to the Buyer.

(c) Parties. Seller shall provide Buyer reasonable notice of all activities conducted by or on behalf of Seller on the Premises. During any such activities, Seller, and its sub-contractors, agents, consultants, and representatives shall comply with Buyer's safety, insurance and security procedures (as may reasonably be promulgated from time to time), and Seller and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to not unreasonably interfere with Buyer's activities. This requirement of access shall not be construed to confer a leasehold on the Seller.

(d) Seller's access rights with respect to the Premises include: (i) reasonable vehicular and pedestrian access across the Premises, provided Seller shall reasonably attempt to minimize any disruption to activities occurring on the Project Site; (ii) the right to locate transmission lines and communications cables across the Premises, but only as depicted on Exhibit A; (iii) access and use of a lay-down and staging area at the Project Site to be reasonably agreed to by Buyer and Seller, whose needs will be specified by Seller and directed by the Buyer, for materials and tools used during construction, installation, and maintenance of the SEF, provided Seller shall be responsible for providing shelter and security for items staged in the lay-down and staging area; and (iv) the right to connect, at Seller's sole cost and expense, to existing water, sewage, drainage, electrical, and communication lines on the Premises, subject to availability and Buyer's approval, for use by Seller in installing, operating and maintaining the SEF, provided Seller shall be required to reimburse the Buyer at current Utility rates for all utilities used. The Parties agree that this grant of access is a material term to the Agreement.

(e) Notwithstanding any provision of Section 5.1(b) or 5.1(c) to the contrary, Seller shall have access to the Premises to effect Emergency Repairs of the Interconnection Equipment located on the Premises immediately upon, or as soon as practicable after, notice to Buyer of the need for access. For purposes of this Agreement, "Emergency Repairs" means any

maintenance or repair necessary to address or prevent an unplanned interruption or reduction of Energy transmitted through the Interconnection Equipment from the SEF.

(f) Seller may curtail deliveries (inclusive of discontinuing or reducing Energy) if Seller reasonably believes that curtailment is necessary to construct, install, repair, replace, remove, maintain or inspect any of its equipment or facilities; or in connection with an emergency or an event of Force Majeure. To the extent practical, all maintenance and repairs shall be performed during off-peak hours and in a manner that would not require a complete interruption in Energy of the SEF. Seller shall notify Buyer of any curtailments of which Seller has advance knowledge and will endeavor to mitigate the time periods and causes of such curtailments to the extent that such cause is within Seller's reasonable control. Subject to available sunlight, Seller shall resume deliveries of Energy as soon as is reasonably possible and safe in accordance with Prudent Utility Practices.

(g) Seller may modify, alter, expand or otherwise change the SEF without the prior written consent of Buyer as required by Prudent Utility Practices or applicable Law, so long as such modifications, alterations, expansions or other changes would not reasonably be expected to result in a material change in the capacity of the SEF or a material adverse impact on the operations of the SEF or the SEF's capability to operate, a material adverse impact to the Buyer, or a material adverse impact to the Premises or Buyer's Leased Premises. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

5.2 Buyer's Obligations.

(a) Buyer shall maintain the Premises and shall not take any actions on the Premises that would cause shading of the SEF or otherwise interfere with the operation of the SEF, reduce the production of Energy from the SEF or damage or otherwise increase the cost of maintenance of the SEF.

(b) Buyer shall provide or assist Seller and its agents and contractors in obtaining convenient access to and from the Interconnection Equipment located on the Premises and during normal business hours as is reasonably necessary or appropriate for Seller to complete the electrical interconnection to the Premises.

(c) Buyer shall use commercially reasonable efforts to assist Seller and cooperate with Seller, as reasonably necessary and appropriate, to acquire and maintain the Governmental Approvals required for the construction, operation, maintenance and repair of the SEF's connection to the Premises, including, but not limited to, signing the Interconnection Agreement or any applications or consents for permits, local utility interconnection, SREC creation and verification, and rebate applications as are required to be signed by a person in the position of Buyer and reasonably approved by Buyer's counsel.

(d) Buyer shall maintain the Site Electrical System in good condition and repair so as to be able to receive the Energy. Buyer will maintain its connection and service contract(s) with Buyer's Serving Utility or any successors thereto, so that the SEF may continuously generate

and deliver Energy and so that Buyer may procure its full requirements for electricity that are not served by the SEF.

(e) Buyer shall not cause or allow any Person under Buyer's control to cause the SEF's equipment on the Premises to be disconnected or shut down, temporarily or otherwise, unless in the case of Emergency or as a result of an event of Force Majeure. In the event of a disconnect or shut down on the Premises of a portion of the SEF caused by Buyer or a Person under Buyer's control, damages and lost revenue will be assessed pursuant to the terms of Section 7.5, which is the sole measure of damages. At the request of Buyer, Seller may consent, such consent not to be unreasonably withheld, conditioned or delayed, to temporarily shut down all or a portion of the SEF for a predetermined period of time; provided that nothing herein shall require Seller's consent to a shutdown of the SEF, if necessary, as a result of an emergency. Seller will be compensated in connection with any such shutdown in accordance with Section 7.5. No damages will be due if the shutdown is due to a Force Majeure event. For purposes of this Section, the term "Emergency" is defined as emergent circumstances beyond Buyer's control that may result in injury to persons or property unless the SEF's equipment on the Premises is disconnected or shut down.

5.3 Telemetry. Seller shall provide a means for Buyer to access real-time data or telemetry with respect to the SEF's performance. Subject to Section 4.3 above, Seller retains the right to use telemetry and monitoring other data concerning the performance of the SEF for evaluative, maintenance, and promotional purposes.

ARTICLE 6. METERING DEVICE AND METERING

6.1 Metering Equipment. Seller shall provide, install, own, operate and maintain the Metering Device with the ability and right for Buyer to access real-time via internet connection to monitor the Metering Device. Buyer shall provide Seller with high-speed internet access at the Premises during the entire Term. Buyer grants Seller a right of access to the Metering Device on the Premises and as needed to inspect, repair and maintain such Metering Device. Buyer shall allow for the installation of necessary communication lines in connection with the Metering Device and shall reasonably cooperate in providing access for such installation. The Metering Device shall be kept under seal, such seal to be broken only by Seller when the Metering Device is to be tested, adjusted, modified or relocated. In the event that Seller or Buyer breaks a seal, the applicable Party shall notify the other as soon as practicable.

6.2 Measurements. Readings of the Metering Device shall be conclusive as to the amount of Energy output; *provided, however*, that if the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 6.4, or registers inaccurately, measurement of Energy to the Delivery Point shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when Metering Device was registering accurately; or (b) if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 6.4 was equal to (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-

half of the period from the date of the last previous test of such Metering Device through the date of the adjustments; *provided, however*, that, in the case of clause (ii), the period covered by the correction under Section 6.4 shall not exceed twelve (12) months.

6.3 Meter Seals. Seller's metering equipment shall be sealed, and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted by Seller. Seller shall be the only Party authorized to cause seals to be broken on such meters. The Buyer shall be offered the opportunity to be present upon any occasion when the seals for such meters are to be broken.

6.4 Testing and Correction.

(a) Upon Buyer's reasonable request, but in no event more than once every twelve (12) months, Seller shall inspect and test the Metering Device for accuracy. Each Party and its consultants and Representatives shall have the right, but not the obligation, to witness each test of the Metering Device to verify the accuracy of its measurements and recordings. Seller shall provide at least ten (10) days prior written notice to Buyer of the date upon which any such test is to occur. Seller shall prepare a written report setting forth the results of each such test and shall provide Buyer with copies of such written report not later than thirty (30) days after completion of such test. Subject to Section 6.4(b) below, Seller shall bear the cost of the testing of the Metering Device and the preparation of the Metering Device test reports.

(b) The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

- (i) If either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing.
- (ii) Seller shall, within thirty (30) days after receiving such notice from Buyer or Buyer shall, within such time after having received such notice from Seller, advise the other Party in writing as to its position concerning the accuracy of such Metering Device and state reasons for taking such position.
- (iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the Third-Party Monitor to test the Meter.
- (iv) If the Metering Device is found to be inaccurate by not more than three percent (3%), any previous recordings of the Metering Device shall be adjusted in accordance with Section 6.2(b)(i) and the party claiming such inaccuracy shall bear the cost of inspection and testing of the Metering Device.
- (v) If the Metering Device is found to be inaccurate by more than three percent (3%) or if such Metering Device is for any reason out of service or fails to register, then (A) Seller shall promptly cause any Metering Device found to be inaccurate to be adjusted to correct, to

the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 6.2, and (C) Seller shall bear the cost of inspection and testing of the Metering Device. If as a result of such adjustment the quantity of Energy output for any period is decreased, Seller shall reimburse Buyer within thirty (30) days for the amount paid by Buyer in consideration for the decrease. If as a result of such adjustment the quantity of Energy output for any period is increased, Buyer shall pay Seller within thirty (30) days for the additional quantity of Energy at the Energy Payment Rate applicable during the applicable period. In no event shall the period of inaccuracy used to calculate Seller's reimbursement obligation be longer 365 days.

6.5 Live Meter Maintenance. Buyer acknowledges and understands that the SEF is installed behind the current electric utility meter located on the Premises (the "*Meter*") and that the Meter remaining live is critical to the proper operation of the SEF. Therefore, Buyer agrees that, in the event Buyer defaults in an obligation to Buyer's Serving Utility, becomes insolvent, Bankrupt, or enters into any condition that threatens the live nature of the Meter, Seller shall have the unilateral and exclusive right to transfer the account for the Meter into Seller's name for the duration of the Term.

ARTICLE 7.

LOSS, DAMAGE OR DESTRUCTION OF SEF; INSURANCE; FORCE MAJEURE; PAYMENTS FOR TEMPORARY SHUT DOWN

7.1 SEF Loss.

(a) Seller shall bear the risk of any SEF Loss excluding, however, any SEF Loss arising out of or resulting from (i) any acts or omissions of Buyer or Buyer's agents, Representatives, customers, vendors, visitors, or invitees or (ii) any breach of the PPA by Buyer (collectively, the circumstances set forth in clause (i) (ii), "*Buyer Act*"); or (iii) any act omission or event which is covered by City of Bridgeport or Buyer's insurance required hereunder.

(b) In the event of any SEF Loss that, in the reasonable judgment of Seller, results in less than total damage, destruction or loss of the SEF and more than five (5) years remains in the Term, this PPA will remain in full force and effect and Seller will, at Seller's sole cost and expense, subject to Section 7.1(c) below, repair or replace the SEF as quickly as practicable.

(c) To the extent that any SEF Loss, which in the reasonable judgment of Seller, results in less than total damage or destruction or loss of the SEF, is caused by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay any and all costs and expenses of such repair or replacement.

(d) In the event of any SEF Loss that, in the reasonable judgment of Seller, results in total damage, destruction or loss of the SEF, or to the extent the SEF is damaged during the last five (5) years of the Term, Seller shall, within thirty (30) Business Days following written

notice from the Buyer of the occurrence of such SEF Loss, notify Buyer whether Seller is willing, notwithstanding such SEF Loss, to repair or replace the SEF, it being understood that in such instance Seller shall have no obligation to restore the SEF.

(e) In the event that Seller notifies Buyer that Seller is not willing to repair or replace the SEF, this PPA will terminate automatically effective upon the effectiveness of such notice unless Buyer agrees to pay the restoration cost. If such SEF Loss has been caused solely by Buyer Act, Buyer shall, within ten (10) Business Days following such termination, pay to Seller, as liquidated damages, the Termination Payment applicable as of such Termination Date.

(f) In the event that Seller notifies Buyer that Seller is willing to repair or replace the SEF, the following shall occur: (A) this PPA will remain in full force and effect, and (B) Seller will repair or replace the SEF as quickly as practicable but in any event within six (6) months of the casualty and, in addition, if such SEF Loss has been caused, in total or partially, by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay any and all costs and expenses of such repair or replacement caused by such Buyer Act, as well as lost revenue, the payment adjustment of which shall be equal to the sum of: (1) the value of Imputed Energy determined on the basis of the historical performance of the SEF during the applicable time period during the calendar year immediately prior to the suspension (i.e. based on seasonality and actual performance, e.g. if the interruption is from June 1 through June 10 then the lost revenue shall be based on the SEF's performance from June 1 through June 10 of the previous year; and if such interruption occurs during the first calendar year following the Commercial Operation Date, such lost revenue shall be measured using the Expected System Output for the applicable time period); (2) the value of Environmental Attributes relating to such Imputed Energy; (3) the value of lost Tax Benefits; and (4) Seller's actual costs of connecting or disconnecting the SEF from or to the Premises. For purposes of this PPA, the value of Environmental Attributes shall be determined based on the greater of the value at which Seller had contracted to sell those Environmental Attributes or the spot market value.

7.2 Insurance.

(a) Each Party will, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, with aggregate limits of \$2,000,000. Coverage may be part of a blanket and/or umbrella policy.

(b) Buyer and Seller (and Seller's subcontractors), will maintain worker's compensation and employer's liability insurance, including stop gap coverage, in compliance with applicable laws. The limits of employers' liability insurance shall not be less than \$1,000,000.

(c) Buyer shall maintain property insurance on the Property, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Seller may waive the minimum deductible provided Buyer or City Bridgeport settle any claim or pay damage as if it were covered by the required insurance and loss payable provisions. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Buyer must provide evidence that the policy does not include a margin clause, or, if there

is a margin clause, that the value declared is equal to the full current replacement value of the Property. Seller must be named as loss payee on the policy with ISO form CP 12 18 10 12 Loss Payable Provisions, Clause C2, or equivalent acceptable to Seller, and the policy must provide for ten (10) days' prior written notice to Seller in the event of cancellation or nonrenewal and must meet State insurance requirements. Property located in a designated flood zone must be insured for the peril of flood to the maximum limits available through the National Flood Insurance Program.

(d) Each Party will name the other Party as an additional insured in each such policy provided in this Section 7.2. The policies insuring a Party against loss or destruction to property shall waive any right of subrogation against the other Party. As to each such policy, the insured Party shall furnish to the other Party a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section 7.2. At the request of a Party, the other Party shall furnish to such Party applicable endorsements evidencing the required coverages.

(e) The provision of this PPA shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

(f) Seller shall be permitted to satisfy the insurance requirements in this Section 7.2 with any combination of general liability and umbrella policies or self-insured retentions.

7.3 Performance excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "**Claiming Party**") gives notice and details of the Force Majeure event to the other Party as soon as practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, then the Claiming Party will be excused from the performance of its obligations under this PPA affected by the Force Majeure event (other than the obligation to make payments under this PPA) for a period equal to the effect of the disabling Force Majeure circumstances. The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; *provided, however*, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

7.4 Termination due to Force Majeure. If a Claiming Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer, the non-Claiming Party may terminate this PPA, in whole or in part, without any liability to the Claiming Party as a result of such termination (except with respect to payment of amounts accrued prior to termination and actions or omissions that occur prior to termination) by providing written notice of such termination at any time prior to the date upon which the obligation prevented by such Force Majeure has been satisfied. Without limiting the generality of the foregoing, if Seller does not deliver Energy from the SEF to Buyer for a continuous period of twelve (12) months for any reason other than Buyer's default hereunder, Buyer shall have the right to terminate this PPA by delivering written notice of such termination at any time prior to the date upon which the SEF resumes the production of Energy.

7.5 Payment for Temporary Shutdown of SEF or Reduced Energy Output. In the event (a) Buyer needs to conduct any type of work on the Premises or Site Electrical System that will require the shutdown of the SEF, (b) Buyer or any Person within Buyer's control causes any disruption on the Premises which will require, or otherwise causes, Seller to cease making deliveries of Energy, or otherwise causes the SEF to shut down, or (c) Buyer or any Person in Buyer's control causes a reduction in Energy output from the SEF, whether from disruption on the Premises or otherwise, Buyer's payments due hereunder shall be adjusted to compensate Seller for the Imputed Energy during the period in which Energy cannot be or is not generated and delivered to Buyer during such shutdown, together with the value of Environmental Attributes and Tax Benefits relating to such Imputed Energy. The payment adjustment shall be equal to the sum of: (1) the value of Imputed Energy determined on the basis of the historical performance of the SEF during the applicable time period during the calendar year immediately prior to the suspension (i.e. based on seasonality and actual performance, e.g. if the interruption is from June 1 through June 10 then the lost revenue shall be based on the SEF's performance from June 1 through June 10 of the previous year—; and if such interruption occurs during the first calendar year following the Commercial Operation Date, such lost revenue shall be measured using the Expected System Output for the applicable time period); (2) the value of Environmental Attributes relating to such Imputed Energy; (3) the value of lost Tax Benefits; and (4) Seller's actual costs of connecting or disconnecting the SEF from or to the Premises. For purposes of this PPA, the value of Environmental Attributes shall be determined based on the greater of the value at which Seller had contracted to sell those Environmental Attributes or the spot market value.

ARTICLE 8. EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. An Event of Default means, with respect to a Party (a "*Defaulting Party*"), the occurrence of any of the following:

(a) the failure to make, when due, any payment required under this PPA if such failure is not remedied within ten (10) Business Days after receipt of written notice from the Party claiming the failure (a "*Non-Defaulting Party*");

(b) any representation or warranty made by such Party in this PPA is intentionally false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure to perform any material covenant or obligation set forth in this PPA if such failure is not remedied within thirty (30) days after receipt of written notice from the Non-Defaulting Party; provided, however, that, if despite due diligence such default is not capable of cure within thirty (30) days, the Defaulting Party shall have such additional time as is reasonably necessary to cure such default, provided the Defaulting Party diligently pursues such cure and completes same within ninety (90) days after the receipt of such notice;

(d) such Party becomes Bankrupt; or

(e) solely as to Buyer, (i) the closure or shutdown of Buyer's operations or other shutdown of the SEF caused by the action or inaction of Buyer or of any Person under Buyer's

control; (ii) Buyer loses its rights to occupy and enjoy the Premises; or (iii) Buyer prevents Seller from installing the SEF or otherwise fails to perform in a way that prevents the delivery of electronic energy from the SEF.

8.2 Buyer Remedies. Upon the occurrence and during the continuance of an Event of Default where Seller is the Defaulting Party (a "***Seller Event of Default***"), Buyer shall have all rights available to it at law and in equity; however, notwithstanding the foregoing, it is agreed that Buyer shall have the right to terminate this PPA as a result of a Seller Event of Default only in the event such Seller Event of Default is a monetary Event of Default or a material non-monetary Event of Default that has resulted in substantial harm, economically or otherwise, to Buyer (each such default being a "***Seller Termination Default***"). In the event any Seller Termination Default remains uncured following any applicable notice and cure period, Buyer shall have the right to provide Seller with written notice of its intent to terminate this PPA. In the event such specified Seller Termination Default and any other subsequent termination event is not cured within forty five (45) days of Seller's receipt of such notice of intent to terminate (which notice shall specify the exact Seller Termination Default and any other being claimed) then thereafter, and only thereafter, Buyer shall have the right to terminate this PPA as of such date by providing written notice of such termination to Seller.

8.3 Seller Remedies. If an Event of Default has occurred where Buyer is the Defaulting Party (a "***Buyer Event of Default***") and is continuing, Seller shall have all rights available to it at law and in equity and the right in its sole discretion, without obligation, to take any and all action reasonably necessary to cure such Buyer Event of Default. In the event that Seller exercises such right, Buyer shall promptly reimburse Seller for any and all reasonable costs and expenses incurred by Seller (including reasonable attorney's fees) in connection with the exercise of Seller's rights hereunder. Notwithstanding the foregoing, it is agreed that Seller shall have the right to terminate this PPA as a result of a Buyer Event of Default only in the event such Buyer Event of Default is a monetary Event of Default or a material non-monetary Event of Default that has resulted in substantial harm, economically or otherwise, to Seller (each such default being a "***Buyer Termination Default***"). In the event any Buyer Termination Default remains uncured following any applicable notice and cure period, Seller shall have the right to provide Buyer with written notice of its intent to terminate this PPA. In the event such specified Buyer Termination Default and any other subsequent termination event is not cured within forty five (45) days of Seller's receipt of such notice of intent to terminate (which notice shall specify the exact Buyer Termination Default and any other being claimed) then thereafter, and only thereafter, Seller shall have the right to terminate this PPA as of such date by providing written notice of such termination to Buyer and Buyer shall pay a Termination Payment to Seller.

8.4 Termination Payment Notice. In the event that Seller elects to require payment of the Termination Payment by Buyer as provided in Section 8.3, then, as soon as practicable after calculation of the Termination Payment by Seller, Seller will notify Buyer of the amount of the Termination Payment and any amount otherwise due and outstanding under this PPA. Such notice will include a written statement explaining in reasonable detail the calculation of such amount. Buyer shall be required to pay the Termination Payment and any amount otherwise due and outstanding under this PPA to Seller within ten (10) Business Days after the effectiveness of such notice.

8.5 Remedies Cumulative. Except as specifically provided to the contrary, the rights and remedies contained in this Article 8 are cumulative with the other rights and remedies available under this PPA or at law or in equity.

8.6 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this PPA. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 9. INVOICING AND PAYMENT

9.1 Invoicing and Payment. Seller will issue monthly invoices within ten (10) Business Days after the conclusion of the preceding calendar month for deliveries made during that month. Except as specifically provided to the contrary herein, all invoices under this PPA will be due and payable not later than thirty (30) Business Days after receipt of the applicable invoice. Each Party will make payment by ACH, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the applicable due date will accrue interest at the Late Payment Interest Rate until paid in full.

9.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this PPA at any time within twelve (12) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are manifestly inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give notice of the objection to the other Party. Any required payment will be made within ten (10) Business Days after resolution of the applicable dispute, together with interest accrued at the Late Payment Interest Rate from the due date to the paid date.

9.3 No Setoff. Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.

9.4 Records and Audits. Each Party will keep, for a period not less than two (2) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours. Notwithstanding the foregoing, in the event that Buyer conducts an audit and discovers an inaccuracy in Seller's invoices, charges, computations and payments required for a Transaction in an amount in excess of five percent (5%), Buyer shall be

entitled to recover the cost and expense of the audit in addition to the other corrective actions required as a result of said audit.

9.5 Currency. All pricing offered, payments made and amounts referenced hereunder are and will be in U.S. dollars.

**ARTICLE 10.
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENTS;
ADDITIONAL COVENANTS**

10.1 Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this PPA are within its powers, have been duly authorized by all necessary action, do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it and do not require the consent of any third party; (c) this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other Laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court; (d) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing; (e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this PPA; and (f) it understands that the other Party is not acting as a fiduciary for or an advisor to it or its Affiliates. Buyer represents and warrants to Seller that: (i) to its knowledge, there are no site conditions or construction requirements (including any Environmental Condition) that would increase the cost of installing the Interconnection Equipment at the planned locations or increase any liabilities in connection with the Interconnection Equipment; (ii) the information provided to Seller pursuant to this PPA as of the Effective Date is true and accurate in all material respects; (iii) Buyer has fee simple and clear title to the Premises, subject only to the Permitted Encumbrances; and none of the Permitted Encumbrances would reasonably be expected to adversely impact Seller's rights hereunder or under this PPA; (iv) no electricity generated by the SEF will be used to heat a swimming pool; (v) Buyer is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company and (vi) each Party has no knowledge of any facts or circumstances that could materially and adversely affect its respective ability to perform its obligations hereunder.

10.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE 11.
INDEMNITY; LIMITATIONS

11.1 Indemnity. To the fullest extent permitted by law, each Party (the "**Indemnitor**") hereby indemnifies and agrees to defend, protect, and hold harmless the other Party and its Representatives (the "**Indemnified Parties**") from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) ("**Indemnity Claims**") caused by, resulting from, relating to or arising out of any breach of this PPA by the Indemnitor or any of its Representatives or any negligence or intentional misconduct on the part of the Indemnitor or any of its Representatives; *provided, however*, that the Indemnitor will not have any obligation to indemnify the Indemnified Parties from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the gross negligence or intentional misconduct of the Indemnified Parties, or material breach of this PPA by the Indemnitee. In addition to the foregoing, to the fullest extent permitted by law, Buyer, as the Indemnitor, hereby indemnifies and agrees to defend, protect, and hold harmless Seller and its Representatives, as the Indemnified Parties, from and against any and all Indemnity Claims related to any and all Environmental Conditions, except to the extent that the same are caused by Seller and/or its Representatives, where, as used in this PPA, the term (a) "**Environmental Conditions**" means (i) the violation or alleged violation of any Environmental Law at or on the Premises; (ii) the release or potential release of any Hazardous Material at, on or from the Premises, unless such Hazardous Material was brought onto the Premises by Seller or its Representatives; and/or (iii) any other environmental matter adversely affecting the Premises that was not directly caused by Seller or its Representatives; (b) "**Hazardous Material**" means any substance or material regulated by or listed in any Environmental Law; and (c) "**Environmental Law**" means any federal, state or local law, regulation, ordinance or other requirement governing human health and/or the environment.

11.2 Limitation of Remedies, Liability and Damages. The Parties confirm that with respect to the matters specified herein and to the extent specified the express remedies and measures of damages provided in this PPA satisfy the essential purposes hereof. Without prejudice to the calculation of the amount of any Termination Payment, payment for Imputed Energy, and/or indemnity claims arising out of claims by third parties, neither Party will be liable for consequential, incidental, punitive, special exemplary or indirect damages, by statute, in tort or under contract under any indemnity provisions or otherwise; provided however, that notwithstanding the foregoing, in no event will the foregoing limitations of liability be applied to limit the extent of the liability of either Party to the other for intentional misconduct. The limitations imposed herein, or remedies and the measure of damages are without regard to the applicable cause or causes, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. Notwithstanding any provision of this agreement to the contrary, Seller's maximum liability to the Buyer, except for indemnity obligations in respect of personal injury, property damage and intellectual property infringement claims, under this Agreement will be limited, in the aggregate to the difference between the amount Buyer actually pays to utility for electricity used by Buyer and the amount Buyer would have had to pay to Seller for electricity supplied by Seller over the remaining term of the Agreement.

11.3 Limitations on Warranties. Except as expressly provided in this PPA, Seller hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose.

11.4 Duty to Mitigate. Buyer and Seller shall each have a duty to mitigate damages pursuant to this PPA, and each shall use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of this PPA, including with respect to termination of this PPA.

ARTICLE 12. CONFIDENTIALITY

The price, other material terms, and text of this PPA shall be deemed Confidential Information, and Buyer and Seller shall take commercially reasonable steps to ensure that Confidential Information shall not be disclosed by Buyer or Seller to any other person. Neither Party will use any Confidential Information for any purpose except such Party's performance under this PPA. Furthermore, neither Party will disclose any Confidential Information to any third party (other than (and then only for purposes permitted by this PPA) the Party's or the Party's Affiliates' officers, employees, lenders, counsel, accountants, advisors or Financing Parties who have a need to know such information for the purposes permitted by this section and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein) except in order to comply with the requirements of any applicable Law or any exchange, control area or independent system operator rule, tariff or agreement or in connection with any judicial or regulatory proceeding or request by a Governmental Entity; provided, however, that each Party will use reasonable efforts to prevent or limit any such disclosure. "**Confidential Information**" further includes, without limitation, any nonpublic confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA and the SEF and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination of the Transaction to which any Confidential Information relates. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 12 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Article 12. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 12 but shall be in addition to all other remedies available at law or in equity. Confidential Information does not apply to information that (i) becomes publicly available other than through the receiving Party's or its Representatives' breach of this PPA, (ii) is independently developed by the receiving Party or (iii) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. Nothing in this paragraph shall be construed to limit either Party's obligation or ability to disclose information pursuant to subpoenas, investigation, litigation or the like.

**ARTICLE 13.
NOTICES**

13.1 Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, electronic mail, overnight delivery or regular, certified, or registered mail, return receipt requested. All notices shall be deemed to have been properly given or made upon the earliest to occur of (a) actual delivery, (b) two (2) days after being sent by overnight courier service, (c) five (5) days after being deposited in the mail addressed as aforesaid and (d) one (1) day after being sent by e-mail; provided that in the case of notice by e-mail such notice is followed promptly by the sending of the original of such notice by overnight courier service. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Buyer:

The City of Bridgeport
Margaret Morton Center
999 Broad St.
Bridgeport, CT 06604
203-576-7201 (phone)
203-576-3913 (fax)
mayor@bridgeportct.gov
Attn: Mayor's Office

The City of Bridgeport
Bridgeport City Hall
45 Lyon Terrace
Bridgeport, CT 06604
203-576-7081 (phone)
203-332-5608 (fax)
Attn: City Clerk

The Board of Directors for the Bridgeport Library
Bridgeport Public Library Main Branch
925 Broad Street
Bridgeport, CT 06604
(203) 576-7400 (phone)
Attn: Chair, Board of Directors

With copy to:

Office of the City Attorney
Margaret Morton Center
999 Broad St.
Bridgeport, CT 06604
203-576-7647 (phone)
203-576-8252 (fax)
Attn: City Attorney

Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
860-424-4300 (phone)
860-424-4370 (fax)
lhoffman@pullcom.com
Attn: Lee D. Hoffman

If to Seller:

EcoSolar, LLC
12 Huntington Drive
Branford, CT 06405
203-530-1330 (phone)
Ecosolar08@gmail.com
Attn: John O'Brien

CEFIA Holdings LLC
75 Charter Oak Ave
Suite 1-103
Hartford, CT 06106
860.563.0015 (phone)
860.398.5510 (fax)

[]

With copy to:

[]

ARTICLE 14.
OWNERSHIP OF AND TITLE TO THE SOLAR FACILITY
AND OTHER PROPERTY RIGHTS

14.1 Ownership of Solar Facility by Seller.

(a) Title. Notwithstanding the SEF's presence on the Project Site and method of attachment thereto, and unless the ownership of such SEF is transferred to the Buyer in accordance with Section 17.1(b), Seller or its permitted assignee shall, at all times, retain title to and be the legal and beneficial owner of such SEF and all alterations, additions or improvements made thereto and replacements thereof by Seller. Seller shall be entitled and is hereby authorized to file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the SEF in order to protect its rights in such SEF. In no event shall anyone claiming by, through or under the Buyer (including but not limited to any present or future mortgagee of the Premises/Buyer's Leased Premises) have any rights in or to the SEF, unless the SEF is transferred to the Buyer in accordance with Section 17.1(b). The Buyer acknowledges and agrees that Seller may be required to grant, or cause to be granted, to a Financier a security interest in the SEF, and the Buyer expressly disclaims and waives any rights it may have in the SEF pursuant to this Agreement, unless the SEF is transferred to the Buyer in accordance with Section 17.1(b) or the Seller is otherwise in default of its obligations to Buyer.

(b) Ownership. The Parties specifically acknowledge and agree that Seller or its permitted assignee shall be the owner of the SEF for federal income tax purposes, and in that connection, shall be entitled to all Tax Benefits and Environmental Attributes associated with the SEF.

14.2 Lien Prohibition. Solely and exclusively for the purposes of applicable mechanics' lien law, no work performed by Seller at the Premises under this Agreement, whether in the nature of erection, construction, installation, commissioning, alteration, repair, maintenance or removal, shall be deemed to be for the immediate use and benefit of the Buyer.

To the maximum extent permitted by Law, no mechanic's or other lien shall be allowed against the Buyer or by reason of any consent given by the Buyer to Seller to improve the Premises, including by the construction, installation, commissioning, maintenance, repair or removal related to the SEF. Seller shall place such contractual lien prohibition provisions in all contracts and subcontracts for Seller's Work and improvements upon the Premises, assuring and stating that, to the maximum extent permitted by Law, no mechanic's liens will be asserted against the Buyer's interest in such Premises.

14.3 Lien Removal. If any mechanic's or other liens shall at any time be filed against the Premises by reason of work performed related to this Agreement or labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Seller or to anyone performing any work, improvements, maintenance or operations of the SEF through or under Seller, and regardless of whether any such lien is asserted against the interest of the Buyer, or Seller, Seller, at its sole expense, shall cause the same to be discharged of record, or bonded to the satisfaction of the Buyer. If Seller shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of the Buyer, the Buyer may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by, including reasonable attorneys' fees incurred by the Buyer either in defending against such lien or in procuring the bonding for or discharge of such lien, together with interest thereon at the legal rate, shall be paid by Seller to Buyer.

ARTICLE 15. **ASSIGNMENT AND FINANCING**

15.1 Assignment; Binding Effect.

(a) Except for assignments to Affiliates, neither Buyer nor Seller shall, without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this PPA, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void.

(b) Notwithstanding the foregoing, Seller may, without the prior written consent of Buyer, assign, mortgage, pledge or otherwise directly or indirectly transfer all or any part of, or any right or obligation under this PPA (i) to any party that acquires Seller or all or substantially all of Seller's assets; (ii) for security purposes in connection with any financing or other financial arrangements regarding SEF; (iii) to any Financing Party; (iv) to any Qualified Assignee or (v) to an entity that enters into an agreement with a Qualified Assignee pursuant to which (1) such Qualified Assignee shall be responsible for SEF operation and maintenance under this PPA and (2) Seller shall have granted to the Qualified Assignee all other rights granted to Seller herein necessary for operation and maintenance of SEF (each, a "*Permitted Transfer*"). Seller shall deliver notice of any Permitted Transfer to Buyer in writing as soon as reasonably practicable. Buyer agrees to execute such reasonable consents to assignment and other documents, and to provide such information, as is requested by Seller in connection with any Permitted Transfer.

(c) Subject to the foregoing restrictions on assignment, this PPA will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.2 Cooperation with Financing. Buyer acknowledges that Seller will be financing the construction of the SEF and Buyer agrees that it shall reasonably cooperate with Seller and its Financing Parties in connection with such financing for the SEF, including (a) the furnishing of such public information; (b) the giving of such certificates; (c) providing of an officer's certificate of Buyer or its affiliate that this PPA was duly authorized, executed and delivered by Buyer, (d) the obtaining of any lien waivers, the execution of commercial law forms and such other documents, all as reasonably requested by Seller or any Financing Party to secure such Financing Party's collateral position in the SEF or in Seller's rights under this PPA; *provided, however*, that the foregoing undertaking shall not obligate Buyer to change any rights of benefits, or increase any burdens, liabilities or obligations of Buyer, under this PPA to the Financing Parties except as specifically provided herein.

ARTICLE 16.

FINANCING PARTY ACCOMMODATIONS

16.1 Buyer Acknowledgment. Buyer acknowledges that Seller shall have the right to finance the SEF with financing accommodations from a Financing Party and that Seller's obligations will be secured by, among other collateral, a pledge or collateral assignment of this PPA and a first security interest in the SEF. In order to facilitate such necessary financing, Buyer agrees as set forth below.

16.2 Financing Party's Rights Following an Event of Default. Notwithstanding any contrary term or provision of this PPA:

(a) The Financing Party, as assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this PPA in accordance with the terms of this PPA, provided that such Financing Party also satisfies the obligations of Seller hereunder. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this PPA and the SEF.

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this PPA and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default or Seller Event of Default in the time and manner provided by the terms of this PPA. Nothing herein requires the Financing Party to cure any Seller Event of Default (unless the Financing Party has succeeded to Seller's interests) to perform any act, duty or obligation of Seller, but Buyer hereby gives the Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the SEF, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to the Financing Party, Buyer's consent shall not be required, however, the Financing Party will give notice to Buyer of the transferee or assignee of this PPA; *provided, further*, that any sale, transfer or other disposition of the SEF by the Financing Party, whether by judicial proceeding or otherwise, shall be made solely to a Qualified Assignee. Any such exercise of remedies shall not constitute an Event of Default.

(d) Upon any rejection or other termination of this PPA pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within sixty (60) days of such termination or rejection, Buyer will enter into a new PPA with Financing Party or its Qualified Assignee, on the same terms and conditions as hereunder.

(e) In the event that a Financing Party becomes the owner of the SEF as a result of the exercise of remedies under subsections (c) or (d) above, whether as a result of the exercise of its remedies as a secured party or in connection with the bankruptcy of Seller, the Financing Party shall agree not to disturb the Buyer's rights to purchase Energy under this PPA, pursuant to the terms and conditions hereof, and further agrees to sell its right in the SEF or the PPA to a Qualified Assignee purchaser only if such purchaser agrees to continue to provide Buyer with Energy under this PPA in accordance with the terms and conditions thereof.

16.3 Financing Party's Right to Cure.

(a) Upon receipt from Financing Party of its invocation of the rights provided for in this Section 16.4 and the name and address of the Financing Party entitled to notice, Buyer will not exercise any right to terminate this PPA unless Buyer has given the Financing Party prior written notice at the address provided to Buyer in writing of any event giving rise to Buyer's right to terminate this PPA. Buyer's notice of an intent to terminate this PPA must specify the condition giving rise to such right. Notwithstanding any contrary term or provision in this PPA, Financing Party shall have forty-five (45) days beyond the cure period provided to Seller pursuant to this PPA to cure the condition. Buyer's and Seller's obligations under this PPA will otherwise remain in effect and required to be fully performed during any cure period.

(b) If the Financing Party or its Qualified Assignee (including any purchaser which meets the definition of a Qualified Assignee) has commenced and is diligently pursuing judicial proceedings to acquire title to or control of the SEF, or has acquired title to or taken control of the SEF, and in either event cures all existing Seller Events of Default that are capable of being cured by Financing Party or its Qualified Assignee subject to and within the time allowed by Section 16.3(a) and assumes in writing the obligations of Seller hereunder, then this PPA will continue in full force and effect.

16.4 Notice of Defaults and Events of Default. Upon and at any relevant time after receipt of the notice provided for in Section 16.3(a), Buyer agrees to deliver to the Financing Party a copy of any notice of a Seller's default simultaneously with the delivery of such notice by Buyer to Seller.

ARTICLE 17. **END OF TERM AND END OF TERM OPTIONS**

17.1 End of Term. Upon the expiration of this Agreement, the Buyer may choose, in its sole discretion, one of the following options by providing written notice to Seller at least sixty (60) days prior to the end of the Term:

(a) Extension of Term. Provided no Event of Default by the Buyer has occurred and is continuing under this Agreement; unless such Event of Default has been waived in writing by Seller, the Buyer may extend the Term for the SEF; or

(b) Purchase of the Solar Facility. Provided no Event of Default by the Buyer has occurred and is continuing under this Agreement, unless such Event of Default has been waived in writing by Seller, Buyer may purchase the SEF at a purchase price which is the then applicable fair market value of the SEF as determined by an independent third party appraiser as mutually agreed by the Parties. If the Buyer exercises its option to purchase the SEF in a timely manner, the closing of such purchase, including the transfer of any relevant agreements and warranties, shall take place no later than one-hundred and twenty (120) days after the Buyer's exercise of its right to purchase the SEF at a time and place agreed upon by the Parties; or

(c) Removal of the Solar Facility. The Buyer may require Seller, at Seller's sole cost and expense, to remove and decommission the SEF within ninety (90) days after the expiration of the Term. Buyer shall provide Seller with reasonable access to perform such removal and decommissioning.

17.2 Failure to Elect. If, upon the expiration of the Term, Buyer fails to make an election pursuant to Section 17.1, the Term for the SEF will be extended automatically for one (1) year and may be further extended by mutual agreement for one (1) year terms (each, a "Renewal Term") unless earlier terminated in writing. Unless otherwise agreed to in writing by the Parties, during the Renewal Term of the SEF, the terms and conditions of this Agreement shall remain in effect as to the SEF.

17.3 Payment for Service Rendered Prior to Termination. Upon any expiration or termination of the Agreement, the Buyer will pay all fees owed to Seller for Energy delivered prior to the expiration or termination of the Agreement within thirty (30) days following such expiration or termination, or within the applicable payment period, whichever is shorter.

ARTICLE 18. **MISCELLANEOUS**

18.1 Governing Law. This PPA will be governed by the Laws of the State of Connecticut, without giving effect to principles of conflicts of laws.

18.2 Entire Agreement; Amendments. This PPA (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Without limiting the generality of the foregoing, the Parties acknowledge and agree that, as of the Effective Date of the PPA, (a) any and all prior agreements between the Parties relating to the subject matter of the PPA (collectively, the "*Prior Agreements*") are superseded in their entirety by the PPA, (b) the Prior Agreements are of no further force or effect and no longer the legal obligation of either Party, (c) no Party had, nor now has, any claim against, or liability or obligation to, the other Party under the Prior Agreements, and (d) no asset or property of either Party was, or now is, bound by, or subject to, any encumbrance, lien or other restriction by reason

of the Prior Agreements. Except as otherwise expressly provided in this PPA, any amendment, modification or change to this PPA will be void unless in writing and executed by both Parties.

18.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either Party of a breach of any term or provision contained herein shall be effective unless signed and in writing and signed by the waiving Party. No consent by either Party to, or waiver of a breach by either Party, whether express or implied, shall be construed to operate as or constitute a consent to waiver of, or excuse of any other or subsequent or succeeding breach by either Party.

18.4 Severability. If any part, term, or provision of this PPA, is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal enforceable, and valid provision that is as similarly in tenor to the stricken provision, within the limits of applicable Law, and the remainder of this PPA will remain in full force.

18.5 No Third-Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

18.6 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder unless such obligations were assumed in writing by the Person against whom recourse is sought.

18.7 Relationship of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose unless expressly stated otherwise herein.

18.8 Attorneys' Fees; Costs. Each Party will bear its own costs and expenses relating to negotiating this PPA and any additional documents relating hereto or thereto.

18.9 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or other electronic transmissions (such as an email .pdf file) is binding upon the other Party as an original.

18.10 Further Assurances. The Parties shall at their own cost and expense do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

18.11 General Interpretation. The terms of this PPA have been negotiated by the Parties hereto and the language used in this PPA shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This PPA shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the PPA. No rule of strict construction will be applied against any person.

18.12 Forward Contract. The Parties acknowledge and agree that this PPA and the transactions consummated under this PPA constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

18.13 Dispute Resolution.

(a) In the event that any question, dispute, difference or claim arises out or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), then senior management personnel from both Seller and Buyer shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 18.13(b) shall apply.

(b) In the event the Parties are unable to resolve a Dispute pursuant to the provisions of Sections 18.13(a), the Parties agree that any State court located in Fairfield County, Connecticut or Federal court located in , Connecticut shall have exclusive jurisdiction and venue to hear all disputes arising out of or relating to this Agreement. Further, notwithstanding anything in this Agreement to the contrary, in the event a Party fails to perform as agreed upon hereunder, the non-breaching Party has the right to seek such injunctive relief and other equitable relief from that any State court located in Fairfield County, Connecticut or Federal court located in Connecticut.

18.14 Rescission Period. Either Party may rescind this PPA, without penalty, by written notice delivered to and received by the other Party not later than three (3) Business Days after the Effective Date (the "*Rescission Period*").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Seller and Buyer have signed this PPA through their duly authorized representatives effective as of the date first set forth above.

CEFIA HOLDINGS LLC

By: _____
Name:
Title:

ECOSOLAR LLC

By: _____
Name:
Title:

THE BRIDGEPORT PUBLIC LIBRARY

By: _____
Name:
Title:

THE CITY OF BRIDGEPORT:

By: _____
Name:
Title:

EXHIBIT A

PREMISES

The Premises shall consist of all that certain real property together with all improvements, buildings, and other structures thereon known as the Burroughs Saden Library Main Branch, located at 925 Broad Street, Bridgeport, Connecticut 06604, which area includes any Interconnection Equipment and the Delivery Point, being more particularly described as:

[Insert property description from title search]

EXHIBIT B

PERMITTED ENCUMBRANCES

[Insert from title search]

EXHIBIT C

2

SOLAR ENERGY FACILITY

The solar energy facility (SEF) shall consist of 69,328 kWh annually (the "*Expected System Output*"), installed on the roof of the Main Library, as more particularly described in Exhibit A. The SEF shall be interconnected electrically directly to the Delivery Point behind the meter installed on the Premises by Buyer's Serving Utility.

EXHIBIT D

SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

1. **Definitions.** The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

(a) **"Affiliate"** means with respect to any entity, such entity's general partner or manager, employee, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such entity. For purposes of this definition, "control" (including, with its correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any such person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

(b) **"Bankrupt"** means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) is unable to pay its debts generally as they come due or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(c) **"Business Day"** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

(d) **"Buyer"** shall have the meaning ascribed to it in the Preamble.

(e) **"Buyer Event of Default"** has the meaning ascribed thereto in Section 8.3.

(f) **"Buyer Misconduct"** shall have the meaning ascribed to it in Section 7.1.

(g) **"Buyer's Lease"** shall have the meaning ascribed to it in the Recitals.

(h) **"Buyer's Leased Premises"** shall have the meaning ascribed to it in the Recitals.

- (i) “*Buyer’s Serving Utility*” means The United Illuminating Company.
- (j) “*Buyer Termination Default*” has the meaning ascribed thereto in Section 8.3(b).
- (k) “*CAMD*” means the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a program involving transferability of specific Environmental Attributes.
- (l) “*Capacity Attributes*” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the SEF, intended to value any aspect of the capacity of the SEF to produce Energy or ancillary services, which may be counted toward any measure, regulation, requirement, or program of Buyer’s Serving Utility, Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity.
- (m) “*Claiming Party*” shall have the meaning ascribed to it in Section 7.3.
- (n) “*Commercial Operation*” will begin on the day in which the entire SEF is operating on a sustained basis and producing not less than the Expected System Output and Seller is in receipt of all required approvals, signoffs and permits from any and all Governmental Entities and the Buyer’s Serving Utility for the production and sale of Energy (including the resale of Energy to Buyer’s Serving Utility).
- (o) “*Commercial Operation Date*” means the date upon which the SEF begins Commercial Operation, as set forth in the Notice of Commercial Operation.
- (p) “*Confidential Information*” shall have the meaning ascribed to it in Article 12.
- (q) “*Defaulting Party*” shall have the meaning ascribed to it in Section 8.1.
- (r) “*Delivery Point*” means the interconnection points on the Premises behind the meters installed by Buyer’s Serving Utility and before the electrical systems serving the Premises. No other delivery points are permitted under this PPA without the permission of the Buyer.
- (s) “*Discounted Revenue Forecast*” means the sum of the present values calculated at the per annum rate of interest equal to four percent (4%) of the following amounts for each year (or part thereof) remaining between the Termination Date and the end of the Term: (i) the applicable Energy Payment Rate for such year, if known, or a mutually agreed estimate of the Energy Payment Rate for such year, multiplied by (ii) the average annual output during the previous three (3) years.
- (t) “*Effective Date*” shall have the meaning ascribed to it in the Preamble to this PPA.
- (u) “*Energy*” means electric energy (alternating current, expressed in kilowatt-hours) generated by the SEF. Energy does not include any attendant Environmental Attributes.
- (v) “*Energy Payment Rate*” shall have the meaning ascribed to it in Section 3.3.

(w) “*Environmental Attributes*” means each of the following that is in effect as of the Effective Date: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Premises/Buyer’s Leased Premises are located or in other jurisdictions (collectively, “*Allowances*”) attributable to the ownership or operation of the SEF or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy during the Term and in which Seller has good and valid title, including any credits to be evidenced by Solar Renewable Energy Certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the “*UNFCCC*”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall also include Tax Benefits.

(x) “*Environmental Conditions*” shall have the meaning ascribed to it in Section 11.1.

(y) “*Environmental Law*” shall have the meaning ascribed to it in Section 11.1.

(z) “*Event of Default*” shall have the meaning ascribed to it in Section 8.1.

(aa) “*Expected System Output*” shall have the meaning ascribed to it in Exhibit C.

(bb) “*Financing Party*” or “*Financing Parties*” shall mean any and all Persons or successors or assignees thereof lending money or extending credit to Seller or an Affiliate of Seller, or investing equity (including tax equity) in Seller or an Affiliate of Seller: (i) for the construction, term or permanent financing of the SEF; (ii) for working capital or other ordinary business requirement of the SEF (including but not limited to the maintenance, repair, replacement or improvement of the SEF); (iii) for any development financing, bridge financing, credit enhancement, credit support or interest rate protection in connection with the SEF; (iv) for the Seller’s operation of the SEF; or (v) for the purchase of the SEF and related rights and obligations of Seller.

(cc) “*Force Majeure*” means any event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) is not within the reasonable control, or is not the result of the negligence or willful misconduct, of the Claiming Party, and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided and shall be deemed to include, but not be limited to, acts of God, acts of civil or military authorities, acts of war or public enemy, insurrections, riots, strikes or other labor disturbances, fires, explosions, floods, interruption of transportation, embargoes, or other causes of a similar nature. Force Majeure will not be based on (i) Buyer’s inability economically to use Energy purchased hereunder or by for such Energy, or (ii) Seller’s

ability to sell Environmental Attributes at any price or Energy at a price greater than the price of Energy under this PPA.

(dd) “**Governmental Approvals**” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are required to be obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the SEF, the production and delivery of Energy, and Environmental Attributes, or any other transactions or matter contemplated by this PPA (including those pertaining to electrical, Premises, zoning, environmental and occupational safety and health requirements).

(ee) “**Governmental Charges**” means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, license fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity, on or with respect to the Energy or this PPA.

(ff) “**Governmental Entity**” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, program administrator or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any Person, owned, operated, managed or otherwise controlled thereby.

(gg) “**Hazardous Material**” shall have the meaning ascribed to it in Section 11.1.

(hh) “**Imputed Energy**” means Energy that the SEF is prevented from generating or delivering to, or that is not accepted at, the Delivery Point to the extent caused by acts of omissions of Buyer or Buyer’s Representatives. In determining Imputed Energy for which Buyer is obligated to pay Seller, the Parties shall consider insulation, historical performance, projected output degradation or such other factors as Seller and Buyer shall in good faith agree.

(ii) “**Inclusive Prosperity Capital**” shall have the meaning ascribed to it in the Recitals

(jj) “**Indemnified Parties**” shall have the meaning ascribed to it in Section 11.1.

(kk) “**Indemnitor**” shall have the meaning ascribed to it in Section 11.1.

(ll) “**Insulation**” shall have the meaning ascribed to it in Section 3.7.

(mm) “**Interconnection Agreement**” means the agreement for interconnection of the SEF with the distribution system of Buyer’s Serving Utility.

(nn) “**Interconnection Equipment**” means that portion of the SEF, including mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, as required or appropriate to effect the

interconnection of the SEF to the Premises or to Buyer's Serving Utility, including such as may be located on Buyer's Leased Premises.

(oo) "**ITC Credit**" means (i) the energy credit under Section 48 of the Internal Revenue Code of 1986, and (ii) the grant under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009, as each may be amended, supplemented, extended or replaced from time to time, and including all successor enactments or legislation relating thereto.

(pp) "**Late Payment Interest Rate**" means, for any date, the lesser of (i) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or, if not published on such day, on the most recent proceeding day on which published), plus 2%, and (ii) the maximum rate permitted by applicable Law.

(qq) "**Law**" means any national, regional, state or local law, statute, rule, regulation, code, ordinance, administrative ruling, judgment, decree, order or directive of any jurisdiction applicable to this PPA or the transaction contemplated hereby.

(rr) "**License**" shall have the meaning ascribed to it in Section 5.1(b).

(ss) "**License Term**" shall have the meaning ascribed to it in Section 5.1(b).

(tt) "**Meter**" shall have the meaning ascribed to it in Section 6.5.

(uu) "**Metering Device**" means any and all meters at or immediately before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy and delivered to the Delivery Point.

(vv) **Intentionally Omitted**

(ww) "**Non-Defaulting Party**" shall have the meaning ascribed to it in Section 8.1(a).

(xx) "**Notice of Commercial Operation**" shall have the meaning ascribed to it in Section 2.3.

(yy) "**Parties**" shall mean Buyer and Seller, collectively or individually, as the context may require.

(zz) "**Permitted Encumbrances**" means those encumbrances against the Premises listed in Exhibit B.

(aaa) "**Permitted Transfer**" shall have the meaning ascribed to it in Section 15.1(b).

(bbb) "**Person**" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company, or any other entity of whatever nature.

(ccc) "**PPA**" means this Power Purchase Agreement.

(ddd) “**Premises**” shall have the meaning ascribed to it in the Recitals.

(eee) “**Project Site**” means the particular location on the Premises of the SEF.

(fff) “**Property Taxes**” shall have the meaning ascribed to it in Section 3.6(b).

(ggg) “**Prudent Utility Practices**” means those practices, methods, and acts, that are commonly used by a significant portion of the solar powered electric generation industry in the United States using prudent engineering and operations to design and operate solar powered generating facilities and related electric equipment lawfully and with safety, dependability, efficiency, and economy, including all applicable requirements of Law. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible standards, practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers’ warranties and the requirements of governmental authorities of competent jurisdiction and the requirements of this PPA.

(hhh) “**Prior Agreements**” shall have the meaning ascribed to it in Section 18.2.

(iii) “**Qualified Assignee**” means as it pertains to any assignment of this PPA by Seller, any entity that has competence and experience in the operation and maintenance of solar photovoltaic systems similar in size and type as the SEF and is financially capable of performing Seller’s obligations under this PPA, all as reasonably demonstrated by Seller to Buyer, and agrees in writing to assume Seller’s duties and obligations under the PPA.

(jjj) “**Rescission Period**” shall have the meaning ascribed to it in Section 18.14.

(kkk) “**Representatives**” means, in respect of a Person, the officers, directors, employees, agents, advisors, contractors, or other representatives of such Person.

(lll) “**Sale Price Modification Factors**” shall have the meaning ascribed to it in Section 3.5.

(mmm) “**SEF**” means the solar electric generating facility that produces the Energy sold and purchased under this PPA as more particularly defined in Exhibit C hereto, including the Interconnection Equipment.

(nnn) “**SEF Assets**” means each and all of the assets of which the SEF is comprised, including Seller’s solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Premises/Buyer’s Leased Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the SEF.

(ooo) “**SEF Loss**” means loss, theft, damage or destruction of the SEF or SEF Assets, or any other occurrence or event that prevents or limits the SEF from operating in whole or in part,

resulting from or arising out of any cause (including casualty, condemnation or other Force Majeure).

(ppp) "**Seller**" shall have the meaning ascribed to it in Preamble.

(qqq) "**Seller Event of Default**" has the meaning ascribed thereto in Section 8.2.

(rrr) "**Seller Termination Default**" has the meaning ascribed thereto in Section 8.2.

(sss) "**Site Electrical System**" means Buyer's existing electrical system for the supply and distribution of electricity to the Premises, which system is interconnected with Buyer's Serving Utility.

(ttt) "**SUT**" shall have the meaning ascribed to it in Section 3.6(b).

(uuu) "**Tax Benefits**" means ITCs attributable to the SEF or Energy (including the ITC Credit), accelerated depreciation attributable to the SEF or any SEF Asset, and any other tax credit or tax write-offs allowed under applicable law attributable to the SEF or Energy, irrespective of whether such Tax Benefits accrue for the benefit of Seller, any Affiliate, or any investor of Seller or any Affiliate of such investor.

(vvv) "**Term**" shall have the meaning ascribed thereto in Section 2.1.

(www) "**Termination Date**" means the date on which this Agreement is terminated by Party a prior to the end of the Term.

(xxx) "**Termination Payment**" means an amount equal to the sum of (i) Discounted Revenue Forecast applicable through the end of the Initial Term or the applicable extension term, as the case may be, (ii) the value of Environmental Attributes relating thereto, such value determined based on the greater of the value at which Seller had contracted to sell those Environmental Attributes or the spot market value, and (iii) the value of any lost Tax Benefits.

(yyy) "**Third Party Monitor**" means an unaffiliated third party, selected in each case by Seller and reasonably approved by Buyer that provides, installs, operates or maintains the installation, operation, or maintenance of the Metering Device.

(zzz) "**Transaction**" means any transaction between the Parties under the terms of this PPA.

(aaaa) Intentionally Omitted.

2. **Rules of Interpretation.** In this PPA, unless expressly provided otherwise:

(a) the words "herein," "hereunder" and "hereof" refer to the provisions of this PPA and a reference to a recital, Article, Section, subsection or paragraph of this PPA or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this PPA or other agreement in which it is used unless otherwise stated;

(b) references to this PPA, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

(c) reference to any Article, Section, or Exhibits means such Article of this PPA, Section of this PPA, or such Exhibit to this PPA, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(d) a reference to this PPA, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this PPA or such other agreement, instrument or provision, as the case may be;

(e) a reference to a statute or other Law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, Law or provision;

(f) the singular includes the plural and vice versa;

(g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;

(h) words of any gender shall include the corresponding words of the other gender;

(i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;

(j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");

(k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;

(m) if the time for performing an obligation under this PPA expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;

(n) a reference to (i) a day is a reference to a calendar day, (ii) a month is a reference to a calendar month, and (iii) a year is a reference to a calendar year;

(o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;

(p) references to any date in this PPA shall be deemed to mean such date as adjusted from time to time as permitted hereunder due to Force Majeure unless expressly stated otherwise; and

(q) if any index used in this PPA at any time becomes unavailable, whether as a result of such index no longer being published or the material alteration of the basis for calculating such index, then Seller and Buyer shall agree upon a substitute index that most closely approximates the unavailable index as in effect prior to such unavailability. If the base date of any such index is at any time reset, then the change to the index resulting therefrom shall be adjusted accordingly for purposes of this PPA.

EXHIBIT E
ENERGY PAYMENT RATE SCHEDULE

For the entire term of this Agreement, the Energy Payment Rate shall be \$0.134/kWh.

POWER PURCHASE AND LICENSE AGREEMENT

BETWEEN

CEFIA HOLDINGS LLC

THE BRIDGEPORT PUBLIC LIBRARY

AND

THE CITY OF BRIDGEPORT

DATED AS OF []_, 20[]

POWER PURCHASE AND LICENSE AGREEMENT

THIS POWER PURCHASE AND LICENSE AGREEMENT (this "**PPA**") is made and entered into as of [] __, 20[] (the "**Effective Date**"), by and between EcoSolar, LLC, a Connecticut limited liability company with offices at 12 Huntington Drive, Branford, Connecticut 06405 ("**EcoSolar**") and CEFIA Holdings LLC, a Connecticut limited liability company with offices at 75 Charter Oak Ave, Suite 1-103, Hartford, CT 06106 ("**CEFIA**", together with EcoSolar jointly and severally being the "**Seller**"), the Bridgeport Public Library, a an organization created by the Charter of the City of Bridgeport and by statute by the Connecticut General Assembly, with offices at 925 Broad St, Bridgeport, Connecticut 06604 (the "**Library**"), and the City of Bridgeport, a Connecticut municipal corporation with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**", together with the Library jointly and severally being the "**Buyer**"). Seller and Buyer are sometimes hereinafter referred to individually as a Party and collectively as the Parties.

RECITALS

A. Buyer is owner of all that certain real property together with all improvements, buildings, and other structures thereon known as the North Branch of the Library, as more particularly described on Exhibit A attached hereto (the "**Premises**"), subject only to the Permitted Encumbrances described in Exhibit.

B. Seller agrees to finance, own and operate a solar energy facility, as more particularly described in Exhibit C (the "**SEF**"), on the Premises. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy generated by the SEF during the Term (as defined below) and otherwise in accordance with the terms of this PPA.

C. Seller desires to obtain, and Buyer desires to provide, an exclusive license for Seller's access to and use of the Premises at reasonable times and upon reasonable notice for the purposes of designing, constructing, installing, inspecting, testing, owning, operating, monitoring, maintaining, repairing, removing and selling of electricity from the SEF.

AGREEMENT

In consideration of the foregoing recitals, the mutual agreements, representations, warranties and covenants set forth in this PPA and the Schedules and Exhibits hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1.

DEFINED TERMS; RULES OF INTERPRETATION

1.1 Defined Terms. Capitalized terms used in this PPA shall have the meanings ascribed to them in the Schedule of Definitions and Rules of Interpretation attached hereto as Exhibit D and made a part of this PPA by this reference, or elsewhere in this PPA.

1.2 Rules of Interpretation. The rules of interpretation in the Schedule of Definitions and Rules of Interpretation shall apply to this PPA unless expressly provided otherwise.

ARTICLE 2. TERM

2.1 Term. The initial term of this PPA (the "*Term*") shall commence on the Effective Date and shall be in effect until the twentieth (20th) anniversary of the Commercial Operation Date, provided that, upon the subsequent mutual agreement in writing of the Parties, the Term may be extended for two (2) successive, additional terms of five (5) years each.

2.2 Conditions Precedent. The respective rights and obligations of the Parties under this PPA (subject to Section 2.4) are conditioned upon the satisfaction in full (or waiver by Seller) within three hundred and sixty-five (365) days after the Effective Date of (i) the receipt by Seller of final approval from Buyer's Serving Utility to operate and interconnect the SEF, and (ii) the following:

(a) Seller shall have received financing sufficient to enable it to purchase, construct, operate and maintain the SEF as required by this PPA on terms acceptable to the Seller in its sole discretion;

(b) Seller shall, at its sole cost and expense, assess the condition and suitability of the Project Site, and all Project Site infrastructure, to host the SEF and for such SEF to function as proposed by Seller, which assessments shall be completed within twenty-five (25) days after execution of this Agreement. In connection with this assessment, Buyer will provide Seller with the following types of information where available and applicable: (A) Project Site plans; (B) specifications for existing electrical systems and related equipment at each Project Site that may affect and be directly affected by the SEF; (C) roof assessments completed by the Buyer; and (D) any documentation necessary to corroborate title to the property;

(c) Seller shall have obtained all Governmental Approvals and approvals from Buyer's Serving Utility, which approvals shall include conditions and terms satisfactory to Seller in its sole discretion, which discretion shall include the right to terminate this PPA;

(d) Seller shall have entered into an Interconnection Agreement with Buyer's Serving Utility that qualifies under applicable net metering programs, under which any over-production of energy is carried as a credit on Buyer's utility bill; and

In the event that the foregoing conditions shall not have been met within the timeframe set forth above, unless extended due to delays beyond Seller's control, then Seller shall have the right to terminate this Agreement in its entirety upon ten (10) days' written notice, not given more than seven (7) days after the three hundred and sixty-five (365) days after the Effective Date has expired without any further financial or other obligation to the either Party as a result of such termination.

2.3 Notice of Commercial Operation. Unless otherwise agreed by the Parties, and subject to the remaining provisions of this PPA, Seller shall notify Buyer when the SEF has achieved Commercial Operation (the "*Notice of Commercial Operation*").

(a) **Construction Commencement Notice.** Seller shall provide no less than three (3) days' advance written notice of the commencement of construction of the SEF. Upon

request, Seller shall provide Buyer with a copy of the construction milestones prior to commencement of construction of the SEF.

(b) **Construction Completion Deadline.** If Commercial Operation of the SEF does not occur on or before the date that is three hundred and sixty-five (365) days after the date construction commenced as referenced in the notice provided pursuant to Section 2.3(a) herein, either Party hereto shall have the right to terminate this PPA by providing written notice to the other at any time prior to the date upon which Commercial Operation is achieved.

2.4 Survival. The terms and conditions of this PPA shall survive the termination or expiration of this PPA only (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations and with respect to indemnification; and/or (ii) as otherwise specified herein.

ARTICLE 3.

PURCHASE AND SALE; DELIVERY, GOVERNMENTAL CHARGES, INSOLATION

3.1 Purchase and Sale of Energy Output. During the Term, Seller shall deliver to Buyer, and Buyer shall take delivery of, at the Delivery Point, all of the Energy in accordance with the terms of this PPA.

3.2 Price for Energy Output. Buyer shall pay Seller for all of the Energy delivered to the Delivery Point, as metered at the Metering Device, and for any Imputed Energy, at the applicable Energy Payment Rate. The payment to be made by Buyer to Seller shall equal the Energy and Imputed Energy for the relevant period multiplied by the Energy Payment Rate for such period.

3.3 Energy Payment Rate. During the period commencing on the Effective Date and ending on the last day of the Term before the anniversary of the Commercial Operations Date, Buyer shall pay for Energy delivered to the Delivery Point at the per kilowatt hour ("kWh") rate (the "**Energy Payment Rate**") specified in Exhibit E for the year in question. Seller shall not make or add any demand, delivery or other incidental charges to the Energy Payment Rate. In all cases, any adjustments in the Energy Payment Rate shall be made to the nearest thousandth (.001) of a cent.

3.4 Title and Risk of Loss of Energy Output. Title to and risk of loss of the Energy will pass from Seller to Buyer at the Delivery Point. As between the Parties, Seller shall be deemed to be in exclusive control of all Energy prior to the Delivery Point, and Buyer shall be deemed to be in exclusive control of all Energy at and from the Delivery Point. Except as otherwise provided herein, Seller warrants that it will deliver the Energy to Buyer at the Delivery Point, free and clear of all liens, security interests, claims, and other encumbrances created by Seller.

3.5 Adjustment to Energy Payment Rate. In the event of changes due to 1) conditions or proposed requirements that are unanticipated at the time of execution of this Agreement and which are identified during due diligence, 2) design review by the Buyer or its consultants, or material differing or unforeseen conditions at a Project Site, or 3) any change in one or more Environmental Incentives, or 4) other Change in Law during the Term that is applicable to a SEF or the obligations of Seller hereunder that must be complied with, and such

compliance results in a material change in Seller's costs (hereinafter "**Sales Price Modification Factors**"), Seller may seek an adjustment to the Energy Payment Rate identified in Exhibit E (Payment Schedule) which is inclusive of changes, including cost increases or decreases of more than two (2%) percent, provided that, Seller, within ten (10) days of such change, submits to the Buyer a written notice setting forth: (i) the citation and description of reasonably unanticipated applicable change(s) due to one or more of the Sales Price Modification Factors, delineating which factor(s) apply; (ii) the manner in which such change has or will materially change Seller costs; and (iii) Seller's proposed adjustment to the Energy Payment Rate identified in Exhibit E (Payment Schedule). The Parties shall cooperate and use commercial best efforts in attempting to reach a mutual agreement on the new Energy Payment Rate. If, after commercial best efforts, the Parties mutually agree on a new Energy Payment Rate, Exhibit E (Payment Schedule) shall be updated, as necessary, and thereafter be deemed amended and restated as the new Exhibit E (Payment Schedule), but otherwise the Agreement shall remain in full force and effect in accordance with its terms and shall not be deemed otherwise amended. If, after commercial best efforts, the Parties cannot mutually agree on a new Energy Payment Rate, then Seller may terminate this Agreement.

3.6 Governmental Charges.

(a) Except as set forth in Section 3.6(b), Seller is responsible for paying all local, state and federal income taxes attributable to Seller for income resulting from sales of Energy to Buyer under this PPA.

(b) The Library is responsible for paying i) all sales & use taxes ("**SUT**") assessed against Buyer due to Buyer's purchase of Energy and ii) all real and personal property taxes assessed against the SEF ("**Property Taxes**"). Such SUT and Property Taxes shall also be reimbursed to Seller by the Library, should Seller be assessed such SUT or Property Taxes.

(c) The Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Energy hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefor, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

3.7 Insolation. Buyer understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this PPA. Buyer shall not in any way cause and, where possible, shall not in any way permit any interference with the SEF's Insolation. If Buyer becomes aware of any activity or condition that could diminish the Insolation of the SEF, Buyer shall notify Seller immediately and shall use commercially reasonable efforts to cooperate with Seller in preserving the SEF's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 3.7 against Buyer, should Buyer's or its Representatives' actions or omissions be responsible for the reduction in Insolation.

3.8 No Resale. Buyer will not sell any of the Energy purchased from Seller to a third party pursuant to this Agreement other than sales made to the local utility pursuant to a net metering arrangement between the Buyer and such local utility.

3.9 Maintenance of Premise; Alterations to the Premises. Buyer shall, at its sole cost and expense, maintain the Premises in good condition and repair. Buyer will ensure that the Premises remain interconnected to the local utility grid at all times and will not permit cessation of electric service to the Premises from the local utility. Buyer is fully responsible for the maintenance and repair of the Premises electrical system and of all of Buyer's equipment that utilizes the SEF's outputs. Buyer shall properly maintain in full working order all of Buyer's electric supply or generation equipment that Buyer may shut down while utilizing the SEF. Buyer shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the SEF or that could reasonably be expected to adversely affect the SEF. Buyer shall not make any alterations or repairs to the Premises which may adversely affect the operation, monitoring and/or maintenance of the SEF without Seller's prior written consent. If Buyer wishes to make such alterations or repairs, Buyer shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Buyer in making such alterations or repairs in a manner that avoids damage to the SEF, but, notwithstanding any such advice, Buyer shall be responsible for all damage to the SEF caused by Buyer, its representatives or its contractors. To the extent that temporary disconnection or removal of the SEF is necessary to perform such alterations or repairs, such work and any replacement of the SEF after completion of Buyer's alterations and repairs shall be done by Seller or its contractors at Buyer's cost. All of Buyer's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

ARTICLE 4. ENVIRONMENTAL ATTRIBUTES AND TAX BENEFITS

4.1 Title to SEF, Environmental Attributes, Capacity Attributes and Tax Benefits. All Environmental Attributes relating to the SEF or the Energy will be and shall remain property of Seller including, without limitation, Solar Renewable Energy Certificates or any comparable instruments. All Capacity Attributes and Tax Benefits will be and shall remain property of Seller. Buyer shall assign to Seller all rights to and income from rebates, credits, or reimbursements attributable to the SEF. Buyer shall not report to a Person that any Environmental Attributes, Capacity Attributes, Tax Benefits, rebates, credits, or reimbursements as assigned to Seller herein belong to any Person other than Seller. Seller shall be the sole owner and title holder of the SEFs at all times during the Term of this Agreement, which SEFs shall (i) at all times retain the legal status of personal property of Seller as defined under Article 9 of the Uniform Commercial Code and (ii) not attach to or be deemed a part of, or fixture to, the Premises. Without limiting the generality of the foregoing, Seller may file one or more precautionary financing statements, including fixture filings in such jurisdictions as it deems appropriate with respect to the SEFs to protect Seller's rights therein. Seller may assign or sell in its sole discretion, all right, title and interest in the Environmental Attributes associated with or resulting from the development and installation of the SEF at the Project Site, or the production, sale, purchase or use of the Energy from the SEF. Buyer shall take no position on any tax return or other filings suggesting that it is anything other than a purchaser of electricity from the SEFs. In this regard, the Parties intend this PPA to be treated as a "service contract" within the meaning of section 7701(e)(3) of the Internal Revenue Code.

4.2 Further Assurances. Promptly upon Seller's request and provided Seller is not in default hereunder, Buyer shall execute all such commercially reasonable documents and instruments (including, but not limited to, assignments, consents and acknowledgments) reasonably necessary to (i) effect, evidence or transfer to Seller all right, title and interest in and to the Environmental Attributes and Tax Benefits, or (ii) effect, participate, or enroll the SEF, Environmental Attributes Capacity Attributes, or the utility account for the Meter, for the benefit of Seller, in any program administered by Buyer's Serving Utility, Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity. If the standards used to qualify the Capacity Attributes or Environmental Attributes to which Seller is entitled under this PPA are changed or modified, Buyer shall promptly upon Seller's request and without cost to Buyer use all commercially reasonable efforts to cause the Capacity Attributes or Environmental Attributes to comply with new standards as changed or modified.

4.3 Promotion and Branding. Nothing in this PPA is intended to preclude Buyer or Seller from distributing advertising or other promotional material highlighting the purchase and use of renewable energy from the SEF for commercial or branding purposes, provided that neither Party shall be permitted to release to the public any such material regarding the SEF or the use of renewable energy therefrom without the prior review and approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, Buyer and Seller are mutually permitted to use the SEF for promotional purposes, which shall be limited to distribution of written materials, and may not include site visits or signs. Notwithstanding the foregoing, neither Party will use the other Party's (or any Financing Party's) corporate name, logo or other identification in any marketing, promotion, branding or other written, spoken or electronic communications without the express written permission of the other Party. In making such advertising or promotional material, Seller shall be prohibited from stating or implying that Buyer has given its endorsement to Seller in connection with the SEF.

ARTICLE 5.

LICENSE, CONSTRUCTION, MAINTENANCE AND MONITORING

5.1 License, Construction, Maintenance, and Monitoring of SEF by Seller.

(a) Seller shall, at its sole cost and expense, (i) on or before one (1) year after the Effective Date, construct the SEF and achieve Commercial Operation in a good and workmanlike manner and in accordance with all Laws and Prudent Utility Practices in all material respects, (ii) maintain the SEF in good condition (including any necessary cleaning of solar panels) and repair in accordance with Prudent Utility Practices and the terms of this PPA and all Laws in all material respects, and (iii) monitor the SEF's performance to ensure that any SEF malfunction causing a loss of Energy will be discovered and rectified in accordance with Prudent Utility Practices in all material respects. Buyer hereby consents to the construction of the SEF's connection to the Premises, including, without limitation, mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, and, in the case of metering equipment and utility interconnections, on portions of the Premises so long as Seller does not unreasonably interfere with Buyer's ability to conduct its business or utilize the Premises. Seller shall have the right to take reasonable action to restrict the right of persons to obtain access to the portion of the SEF on the Premises and Buyer will reasonably cooperate with Seller in connection with these actions.

(b) Buyer grants to Seller and to Seller's agents, employees and contractors an irrevocable non-exclusive license running with the Premises (the "*License*") for access to, on, over, under and across the Premises for the purposes of (i) designing, installing, inspecting, testing, constructing, operating, owning, maintaining, accessing, repairing removing, replacing and selling the electricity from the SEF; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the SEF to Buyer's electric system at the Premises and/or to the utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the SEF. Seller shall notify Buyer prior to entering the Premises except in situations where there is imminent risk of damage to persons or property or otherwise requiring Emergency Repairs. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or Termination Date of this Agreement (the "*License Term*"). During the License Term, Buyer shall ensure that Seller's rights under the License and Seller's access to the Premises are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this agreement by either Party for one hundred and twenty (120) days. Buyer agrees that Seller, upon request to Buyer, may record a memorandum of non-exclusive license in the land records respecting the License in form and substance reasonably acceptable to the Buyer.

(c) Parties. Seller shall provide Buyer reasonable notice of all activities conducted by or on behalf of Seller on the Premises. During any such activities, Seller, and its sub-contractors, agents, consultants, and representatives shall comply with Buyer's safety, insurance and security procedures (as may reasonably be promulgated from time to time), and Seller and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to not unreasonably interfere with Buyer's activities. This requirement of access shall not be construed to confer a leasehold on the Seller.

(d) Seller's access rights with respect to the Premises include: (i) reasonable vehicular and pedestrian access across the Premises, provided Seller shall reasonably attempt to minimize any disruption to activities occurring on the Project Site; (ii) the right to locate transmission lines and communications cables across the Premises, but only as depicted on Exhibit A; (iii) access and use of a lay-down and staging area at the Project Site to be reasonably agreed to by Buyer and Seller, whose needs will be specified by Seller and directed by the Buyer, for materials and tools used during construction, installation, and maintenance of the SEF, provided Seller shall be responsible for providing shelter and security for items staged in the lay-down and staging area; and (iv) the right to connect, at Seller's sole cost and expense, to existing water, sewage, drainage, electrical, and communication lines on the Premises, subject to availability and Buyer's approval, for use by Seller in installing, operating and maintaining the SEF, provided Seller shall be required to reimburse the Buyer at current Utility rates for all utilities used. The Parties agree that this grant of access is a material term to the Agreement.

(e) Notwithstanding any provision of Section 5.1(b) or 5.1(c) to the contrary, Seller shall have access to the Premises to effect Emergency Repairs of the Interconnection Equipment located on the Premises immediately upon, or as soon as practicable after, notice to Buyer of the need for access. For purposes of this Agreement, "Emergency Repairs" means any

maintenance or repair necessary to address or prevent an unplanned interruption or reduction of Energy transmitted through the Interconnection Equipment from the SEF.

(f) Seller may curtail deliveries (inclusive of discontinuing or reducing Energy) if Seller reasonably believes that curtailment is necessary to construct, install, repair, replace, remove, maintain or inspect any of its equipment or facilities; or in connection with an emergency or an event of Force Majeure. To the extent practical, all maintenance and repairs shall be performed during off-peak hours and in a manner that would not require a complete interruption in Energy of the SEF. Seller shall notify Buyer of any curtailments of which Seller has advance knowledge and will endeavor to mitigate the time periods and causes of such curtailments to the extent that such cause is within Seller's reasonable control. Subject to available sunlight, Seller shall resume deliveries of Energy as soon as is reasonably possible and safe in accordance with Prudent Utility Practices.

(g) Seller may modify, alter, expand or otherwise change the SEF without the prior written consent of Buyer as required by Prudent Utility Practices or applicable Law, so long as such modifications, alterations, expansions or other changes would not reasonably be expected to result in a material change in the capacity of the SEF or a material adverse impact on the operations of the SEF or the SEF's capability to operate, a material adverse impact to the Buyer, or a material adverse impact to the Premises or Buyer's Leased Premises. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

5.2 Buyer's Obligations.

(a) Buyer shall maintain the Premises and shall not take any actions on the Premises that would cause shading of the SEF or otherwise interfere with the operation of the SEF, reduce the production of Energy from the SEF or damage or otherwise increase the cost of maintenance of the SEF.

(b) Buyer shall provide or assist Seller and its agents and contractors in obtaining convenient access to and from the Interconnection Equipment located on the Premises and during normal business hours as is reasonably necessary or appropriate for Seller to complete the electrical interconnection to the Premises.

(c) Buyer shall use commercially reasonable efforts to assist Seller and cooperate with Seller, as reasonably necessary and appropriate, to acquire and maintain the Governmental Approvals required for the construction, operation, maintenance and repair of the SEF's connection to the Premises, including, but not limited to, signing the Interconnection Agreement or any applications or consents for permits, local utility interconnection, SREC creation and verification, and rebate applications as are required to be signed by a person in the position of Buyer and reasonably approved by Buyer's counsel.

(d) Buyer shall maintain the Site Electrical System in good condition and repair so as to be able to receive the Energy. Buyer will maintain its connection and service contract(s) with Buyer's Serving Utility or any successors thereto, so that the SEF may continuously generate

and deliver Energy and so that Buyer may procure its full requirements for electricity that are not served by the SEF.

(e) Buyer shall not cause or allow any Person under Buyer's control to cause the SEF's equipment on the Premises to be disconnected or shut down, temporarily or otherwise, unless in the case of Emergency or as a result of an event of Force Majeure. In the event of a disconnect or shut down on the Premises of a portion of the SEF caused by Buyer or a Person under Buyer's control, damages and lost revenue will be assessed pursuant to the terms of Section 7.5, which is the sole measure of damages. At the request of Buyer, Seller may consent, such consent not to be unreasonably withheld, conditioned or delayed, to temporarily shut down all or a portion of the SEF for a predetermined period of time; provided that nothing herein shall require Seller's consent to a shutdown of the SEF, if necessary, as a result of an emergency. Seller will be compensated in connection with any such shutdown in accordance with Section 7.5. No damages will be due if the shutdown is due to a Force Majeure event. For purposes of this Section, the term "Emergency" is defined as emergent circumstances beyond Buyer's control that may result in injury to persons or property unless the SEF's equipment on the Premises is disconnected or shut down.

5.3 Telemetry. Seller shall provide a means for Buyer to access real-time data or telemetry with respect to the SEF's performance. Subject to Section 4.3 above, Seller retains the right to use telemetry and monitoring other data concerning the performance of the SEF for evaluative, maintenance, and promotional purposes.

ARTICLE 6. METERING DEVICE AND METERING

6.1 Metering Equipment. Seller shall provide, install, own, operate and maintain the Metering Device with the ability and right for Buyer to access real-time via internet connection to monitor the Metering Device. Buyer shall provide Seller with high-speed internet access at the Premises during the entire Term. Buyer grants Seller a right of access to the Metering Device on the Premises and as needed to inspect, repair and maintain such Metering Device. Buyer shall allow for the installation of necessary communication lines in connection with the Metering Device and shall reasonably cooperate in providing access for such installation. The Metering Device shall be kept under seal, such seal to be broken only by Seller when the Metering Device is to be tested, adjusted, modified or relocated. In the event that Seller or Buyer breaks a seal, the applicable Party shall notify the other as soon as practicable.

6.2 Measurements. Readings of the Metering Device shall be conclusive as to the amount of Energy output; *provided, however*, that if the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 6.4, or registers inaccurately, measurement of Energy to the Delivery Point shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when Metering Device was registering accurately; or (b) if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 6.4 was equal to (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-

half of the period from the date of the last previous test of such Metering Device through the date of the adjustments; *provided, however*, that, in the case of clause (ii), the period covered by the correction under Section 6.4 shall not exceed twelve (12) months.

6.3 Meter Seals. Seller's metering equipment shall be sealed, and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted by Seller. Seller shall be the only Party authorized to cause seals to be broken on such meters. The Buyer shall be offered the opportunity to be present upon any occasion when the seals for such meters are to be broken.

6.4 Testing and Correction.

(a) Upon Buyer's reasonable request, but in no event more than once every twelve (12) months, Seller shall inspect and test the Metering Device for accuracy. Each Party and its consultants and Representatives shall have the right, but not the obligation, to witness each test of the Metering Device to verify the accuracy of its measurements and recordings. Seller shall provide at least ten (10) days prior written notice to Buyer of the date upon which any such test is to occur. Seller shall prepare a written report setting forth the results of each such test and shall provide Buyer with copies of such written report not later than thirty (30) days after completion of such test. Subject to Section 6.4(b) below, Seller shall bear the cost of the testing of the Metering Device and the preparation of the Metering Device test reports.

(b) The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

- (i) If either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing.
- (ii) Seller shall, within thirty (30) days after receiving such notice from Buyer or Buyer shall, within such time after having received such notice from Seller, advise the other Party in writing as to its position concerning the accuracy of such Metering Device and state reasons for taking such position.
- (iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the Third-Party Monitor to test the Meter.
- (iv) If the Metering Device is found to be inaccurate by not more than three percent (3%), any previous recordings of the Metering Device shall be adjusted in accordance with Section 6.2(b)(i) and the party claiming such inaccuracy shall bear the cost of inspection and testing of the Metering Device.
- (v) If the Metering Device is found to be inaccurate by more than three percent (3%) or if such Metering Device is for any reason out of service or fails to register, then (A) Seller shall promptly cause any Metering Device found to be inaccurate to be adjusted to correct, to

the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 6.2, and (C) Seller shall bear the cost of inspection and testing of the Metering Device. If as a result of such adjustment the quantity of Energy output for any period is decreased, Seller shall reimburse Buyer within thirty (30) days for the amount paid by Buyer in consideration for the decrease. If as a result of such adjustment the quantity of Energy output for any period is increased, Buyer shall pay Seller within thirty (30) days for the additional quantity of Energy at the Energy Payment Rate applicable during the applicable period. In no event shall the period of inaccuracy used to calculate Seller's reimbursement obligation be longer 365 days.

6.5 Live Meter Maintenance. Buyer acknowledges and understands that the SEF is installed behind the current electric utility meter located on the Premises (the "*Meter*") and that the Meter remaining live is critical to the proper operation of the SEF. Therefore, Buyer agrees that, in the event Buyer defaults in an obligation to Buyer's Serving Utility, becomes insolvent, Bankrupt, or enters into any condition that threatens the live nature of the Meter, Seller shall have the unilateral and exclusive right to transfer the account for the Meter into Seller's name for the duration of the Term.

ARTICLE 7.

LOSS, DAMAGE OR DESTRUCTION OF SEF; INSURANCE; FORCE MAJEURE; PAYMENTS FOR TEMPORARY SHUT DOWN

7.1 SEF Loss.

(a) Seller shall bear the risk of any SEF Loss excluding, however, any SEF Loss arising out of or resulting from (i) any acts or omissions of Buyer or Buyer's agents, Representatives, customers, vendors, visitors, or invitees or (ii) any breach of the PPA by Buyer (collectively, the circumstances set forth in clause (i) (ii), "*Buyer Act*"); or (iii) any act omission or event which is covered by City of Bridgeport or Buyer's insurance required hereunder.

(b) In the event of any SEF Loss that, in the reasonable judgment of Seller, results in less than total damage, destruction or loss of the SEF and more than five (5) years remains in the Term, this PPA will remain in full force and effect and Seller will, at Seller's sole cost and expense, subject to Section 7.1(c) below, repair or replace the SEF as quickly as practicable.

(c) To the extent that any SEF Loss, which in the reasonable judgment of Seller, results in less than total damage or destruction or loss of the SEF, is caused by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay any and all costs and expenses of such repair or replacement.

(d) In the event of any SEF Loss that, in the reasonable judgment of Seller, results in total damage, destruction or loss of the SEF, or to the extent the SEF is damaged during the last five (5) years of the Term, Seller shall, within thirty (30) Business Days following written

notice from the Buyer of the occurrence of such SEF Loss, notify Buyer whether Seller is willing, notwithstanding such SEF Loss, to repair or replace the SEF, it being understood that in such instance Seller shall have no obligation to restore the SEF.

(e) In the event that Seller notifies Buyer that Seller is not willing to repair or replace the SEF, this PPA will terminate automatically effective upon the effectiveness of such notice unless Buyer agrees to pay the restoration cost. If such SEF Loss has been caused solely by Buyer Act, Buyer shall, within ten (10) Business Days following such termination, pay to Seller, as liquidated damages, the Termination Payment applicable as of such Termination Date.

(f) In the event that Seller notifies Buyer that Seller is willing to repair or replace the SEF, the following shall occur: (A) this PPA will remain in full force and effect, and (B) Seller will repair or replace the SEF as quickly as practicable but in any event within six (6) months of the casualty and, in addition, if such SEF Loss has been caused, in total or partially, by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay any and all costs and expenses of such repair or replacement caused by such Buyer Act, as well as lost revenue, the payment adjustment of which shall be equal to the sum of: (1) the value of Imputed Energy determined on the basis of the historical performance of the SEF during the applicable time period during the calendar year immediately prior to the suspension (i.e. based on seasonality and actual performance, e.g. if the interruption is from June 1 through June 10 then the lost revenue shall be based on the SEF's performance from June 1 through June 10 of the previous year; and if such interruption occurs during the first calendar year following the Commercial Operation Date, such lost revenue shall be measured using the Expected System Output for the applicable time period); (2) the value of Environmental Attributes relating to such Imputed Energy; (3) the value of lost Tax Benefits; and (4) Seller's actual costs of connecting or disconnecting the SEF from or to the Premises. For purposes of this PPA, the value of Environmental Attributes shall be determined based on the greater of the value at which Seller had contracted to sell those Environmental Attributes or the spot market value.

7.2 Insurance.

(a) Each Party will, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, with aggregate limits of \$2,000,000. Coverage may be part of a blanket and/or umbrella policy.

(b) Buyer and Seller (and Seller's subcontractors), will maintain worker's compensation and employer's liability insurance, including stop gap coverage, in compliance with applicable laws. The limits of employers' liability insurance shall not be less than \$1,000,000.

(c) Buyer shall maintain property insurance on the Property, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Seller may waive the minimum deductible provided Buyer or City Bridgeport settle any claim or pay damage as if it were covered by the required insurance and loss payable provisions. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Buyer must provide evidence that the policy does not include a margin clause, or, if there

is a margin clause, that the value declared is equal to the full current replacement value of the Property. Seller must be named as loss payee on the policy with ISO form CP 12 18 10 12 Loss Payable Provisions, Clause C2, or equivalent acceptable to Seller, and the policy must provide for ten (10) days' prior written notice to Seller in the event of cancellation or nonrenewal and must meet State insurance requirements. Property located in a designated flood zone must be insured for the peril of flood to the maximum limits available through the National Flood Insurance Program.

(d) Each Party will name the other Party as an additional insured in each such policy provided in this Section 7.2. The policies insuring a Party against loss or destruction to property shall waive any right of subrogation against the other Party. As to each such policy, the insured Party shall furnish to the other Party a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section 7.2. At the request of a Party, the other Party shall furnish to such Party applicable endorsements evidencing the required coverages.

(e) The provision of this PPA shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

(f) Seller shall be permitted to satisfy the insurance requirements in this Section 7.2 with any combination of general liability and umbrella policies or self-insured retentions.

7.3 Performance excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "**Claiming Party**") gives notice and details of the Force Majeure event to the other Party as soon as practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, then the Claiming Party will be excused from the performance of its obligations under this PPA affected by the Force Majeure event (other than the obligation to make payments under this PPA) for a period equal to the effect of the disabling Force Majeure circumstances. The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; *provided, however*, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

7.4 Termination due to Force Majeure. If a Claiming Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer, the non-Claiming Party may terminate this PPA, in whole or in part, without any liability to the Claiming Party as a result of such termination (except with respect to payment of amounts accrued prior to termination and actions or omissions that occur prior to termination) by providing written notice of such termination at any time prior to the date upon which the obligation prevented by such Force Majeure has been satisfied. Without limiting the generality of the foregoing, if Seller does not deliver Energy from the SEF to Buyer for a continuous period of twelve (12) months for any reason other than Buyer's default hereunder, Buyer shall have the right to terminate this PPA by delivering written notice of such termination at any time prior to the date upon which the SEF resumes the production of Energy.

7.5 Payment for Temporary Shutdown of SEF or Reduced Energy Output. In the event (a) Buyer needs to conduct any type of work on the Premises or Site Electrical System that will require the shutdown of the SEF, (b) Buyer or any Person within Buyer's control causes any disruption on the Premises which will require, or otherwise causes, Seller to cease making deliveries of Energy, or otherwise causes the SEF to shut down, or (c) Buyer or any Person in Buyer's control causes a reduction in Energy output from the SEF, whether from disruption on the Premises or otherwise, Buyer's payments due hereunder shall be adjusted to compensate Seller for the Imputed Energy during the period in which Energy cannot be or is not generated and delivered to Buyer during such shutdown, together with the value of Environmental Attributes and Tax Benefits relating to such Imputed Energy. The payment adjustment shall be equal to the sum of: (1) the value of Imputed Energy determined on the basis of the historical performance of the SEF during the applicable time period during the calendar year immediately prior to the suspension (i.e. based on seasonality and actual performance, e.g. if the interruption is from June 1 through June 10 then the lost revenue shall be based on the SEF's performance from June 1 through June 10 of the previous year—; and if such interruption occurs during the first calendar year following the Commercial Operation Date, such lost revenue shall be measured using the Expected System Output for the applicable time period); (2) the value of Environmental Attributes relating to such Imputed Energy; (3) the value of lost Tax Benefits; and (4) Seller's actual costs of connecting or disconnecting the SEF from or to the Premises. For purposes of this PPA, the value of Environmental Attributes shall be determined based on the greater of the value at which Seller had contracted to sell those Environmental Attributes or the spot market value.

ARTICLE 8. EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. An Event of Default means, with respect to a Party (a "*Defaulting Party*"), the occurrence of any of the following:

(a) the failure to make, when due, any payment required under this PPA if such failure is not remedied within ten (10) Business Days after receipt of written notice from the Party claiming the failure (a "*Non-Defaulting Party*");

(b) any representation or warranty made by such Party in this PPA is intentionally false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure to perform any material covenant or obligation set forth in this PPA if such failure is not remedied within thirty (30) days after receipt of written notice from the Non-Defaulting Party; provided, however, that, if despite due diligence such default is not capable of cure within thirty (30) days, the Defaulting Party shall have such additional time as is reasonably necessary to cure such default, provided the Defaulting Party diligently pursues such cure and completes same within ninety (90) days after the receipt of such notice;

(d) such Party becomes Bankrupt; or

(e) solely as to Buyer, (i) the closure or shutdown of Buyer's operations or other shutdown of the SEF caused by the action or inaction of Buyer or of any Person under Buyer's

control; (ii) Buyer loses its rights to occupy and enjoy the Premises; or (iii) Buyer prevents Seller from installing the SEF or otherwise fails to perform in a way that prevents the delivery of electronic energy from the SEF.

8.2 Buyer Remedies. Upon the occurrence and during the continuance of an Event of Default where Seller is the Defaulting Party (a "***Seller Event of Default***"), Buyer shall have all rights available to it at law and in equity; however, notwithstanding the foregoing, it is agreed that Buyer shall have the right to terminate this PPA as a result of a Seller Event of Default only in the event such Seller Event of Default is a monetary Event of Default or a material non-monetary Event of Default that has resulted in substantial harm, economically or otherwise, to Buyer (each such default being a "***Seller Termination Default***"). In the event any Seller Termination Default remains uncured following any applicable notice and cure period, Buyer shall have the right to provide Seller with written notice of its intent to terminate this PPA. In the event such specified Seller Termination Default and any other subsequent termination event is not cured within forty five (45) days of Seller's receipt of such notice of intent to terminate (which notice shall specify the exact Seller Termination Default and any other being claimed) then thereafter, and only thereafter, Buyer shall have the right to terminate this PPA as of such date by providing written notice of such termination to Seller.

8.3 Seller Remedies. If an Event of Default has occurred where Buyer is the Defaulting Party (a "***Buyer Event of Default***") and is continuing, Seller shall have all rights available to it at law and in equity and the right in its sole discretion, without obligation, to take any and all action reasonably necessary to cure such Buyer Event of Default. In the event that Seller exercises such right, Buyer shall promptly reimburse Seller for any and all reasonable costs and expenses incurred by Seller (including reasonable attorney's fees) in connection with the exercise of Seller's rights hereunder. Notwithstanding the foregoing, it is agreed that Seller shall have the right to terminate this PPA as a result of a Buyer Event of Default only in the event such Buyer Event of Default is a monetary Event of Default or a material non-monetary Event of Default that has resulted in substantial harm, economically or otherwise, to Seller (each such default being a "***Buyer Termination Default***"). In the event any Buyer Termination Default remains uncured following any applicable notice and cure period, Seller shall have the right to provide Buyer with written notice of its intent to terminate this PPA. In the event such specified Buyer Termination Default and any other subsequent termination event is not cured within forty five (45) days of Seller's receipt of such notice of intent to terminate (which notice shall specify the exact Buyer Termination Default and any other being claimed) then thereafter, and only thereafter, Seller shall have the right to terminate this PPA as of such date by providing written notice of such termination to Buyer and Buyer shall pay a Termination Payment to Seller.

8.4 Termination Payment Notice. In the event that Seller elects to require payment of the Termination Payment by Buyer as provided in Section 8.3, then, as soon as practicable after calculation of the Termination Payment by Seller, Seller will notify Buyer of the amount of the Termination Payment and any amount otherwise due and outstanding under this PPA. Such notice will include a written statement explaining in reasonable detail the calculation of such amount. Buyer shall be required to pay the Termination Payment and any amount otherwise due and outstanding under this PPA to Seller within ten (10) Business Days after the effectiveness of such notice.

8.5 Remedies Cumulative. Except as specifically provided to the contrary, the rights and remedies contained in this Article 8 are cumulative with the other rights and remedies available under this PPA or at law or in equity.

8.6 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this PPA. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 9. INVOICING AND PAYMENT

9.1 Invoicing and Payment. Seller will issue monthly invoices within ten (10) Business Days after the conclusion of the preceding calendar month for deliveries made during that month. Except as specifically provided to the contrary herein, all invoices under this PPA will be due and payable not later than thirty (30) Business Days after receipt of the applicable invoice. Each Party will make payment by ACH, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the applicable due date will accrue interest at the Late Payment Interest Rate until paid in full.

9.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this PPA at any time within twelve (12) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are manifestly inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give notice of the objection to the other Party. Any required payment will be made within ten (10) Business Days after resolution of the applicable dispute, together with interest accrued at the Late Payment Interest Rate from the due date to the paid date.

9.3 No Setoff. Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.

9.4 Records and Audits. Each Party will keep, for a period not less than two (2) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours. Notwithstanding the foregoing, in the event that Buyer conducts an audit and discovers an inaccuracy in Seller's invoices, charges, computations and payments required for a Transaction in an amount in excess of five percent (5%), Buyer shall be

entitled to recover the cost and expense of the audit in addition to the other corrective actions required as a result of said audit.

9.5 Currency. All pricing offered, payments made and amounts referenced hereunder are and will be in U.S. dollars.

**ARTICLE 10.
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENTS;
ADDITIONAL COVENANTS**

10.1 Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this PPA are within its powers, have been duly authorized by all necessary action, do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it and do not require the consent of any third party; (c) this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other Laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court; (d) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing; (e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this PPA; and (f) it understands that the other Party is not acting as a fiduciary for or an advisor to it or its Affiliates. Buyer represents and warrants to Seller that: (i) to its knowledge, there are no site conditions or construction requirements (including any Environmental Condition) that would increase the cost of installing the Interconnection Equipment at the planned locations or increase any liabilities in connection with the Interconnection Equipment; (ii) the information provided to Seller pursuant to this PPA as of the Effective Date is true and accurate in all material respects; (iii) Buyer has fee simple and clear title to the Premises, subject only to the Permitted Encumbrances; and none of the Permitted Encumbrances would reasonably be expected to adversely impact Seller's rights hereunder or under this PPA; (iv) no electricity generated by the SEF will be used to heat a swimming pool; (v) Buyer is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company and (vi) each Party has no knowledge of any facts or circumstances that could materially and adversely affect its respective ability to perform its obligations hereunder.

10.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE 11.
INDEMNITY; LIMITATIONS

11.1 Indemnity. To the fullest extent permitted by law, each Party (the "**Indemnitor**") hereby indemnifies and agrees to defend, protect, and hold harmless the other Party and its Representatives (the "**Indemnified Parties**") from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) ("**Indemnity Claims**") caused by, resulting from, relating to or arising out of any breach of this PPA by the Indemnitor or any of its Representatives or any negligence or intentional misconduct on the part of the Indemnitor or any of its Representatives; *provided, however*, that the Indemnitor will not have any obligation to indemnify the Indemnified Parties from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the gross negligence or intentional misconduct of the Indemnified Parties, or material breach of this PPA by the Indemnitee. In addition to the foregoing, to the fullest extent permitted by law, Buyer, as the Indemnitor, hereby indemnifies and agrees to defend, protect, and hold harmless Seller and its Representatives, as the Indemnified Parties, from and against any and all Indemnity Claims related to any and all Environmental Conditions, except to the extent that the same are caused by Seller and/or its Representatives, where, as used in this PPA, the term (a) "**Environmental Conditions**" means (i) the violation or alleged violation of any Environmental Law at or on the Premises; (ii) the release or potential release of any Hazardous Material at, on or from the Premises, unless such Hazardous Material was brought onto the Premises by Seller or its Representatives; and/or (iii) any other environmental matter adversely affecting the Premises that was not directly caused by Seller or its Representatives; (b) "**Hazardous Material**" means any substance or material regulated by or listed in any Environmental Law; and (c) "**Environmental Law**" means any federal, state or local law, regulation, ordinance or other requirement governing human health and/or the environment.

11.2 Limitation of Remedies, Liability and Damages. The Parties confirm that with respect to the matters specified herein and to the extent specified the express remedies and measures of damages provided in this PPA satisfy the essential purposes hereof. Without prejudice to the calculation of the amount of any Termination Payment, payment for Imputed Energy, and/or indemnity claims arising out of claims by third parties, neither Party will be liable for consequential, incidental, punitive, special exemplary or indirect damages, by statute, in tort or under contract under any indemnity provisions or otherwise; provided however, that notwithstanding the foregoing, in no event will the foregoing limitations of liability be applied to limit the extent of the liability of either Party to the other for intentional misconduct. The limitations imposed herein, or remedies and the measure of damages are without regard to the applicable cause or causes, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. Notwithstanding any provision of this agreement to the contrary, Seller's maximum liability to the Buyer, except for indemnity obligations in respect of personal injury, property damage and intellectual property infringement claims, under this Agreement will be limited, in the aggregate to the difference between the amount Buyer actually pays to utility for electricity used by Buyer and the amount Buyer would have had to pay to Seller for electricity supplied by Seller over the remaining term of the Agreement.

11.3 Limitations on Warranties. Except as expressly provided in this PPA, Seller hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose.

11.4 Duty to Mitigate. Buyer and Seller shall each have a duty to mitigate damages pursuant to this PPA, and each shall use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of this PPA, including with respect to termination of this PPA.

ARTICLE 12. CONFIDENTIALITY

The price, other material terms, and text of this PPA shall be deemed Confidential Information, and Buyer and Seller shall take commercially reasonable steps to ensure that Confidential Information shall not be disclosed by Buyer or Seller to any other person. Neither Party will use any Confidential Information for any purpose except such Party's performance under this PPA. Furthermore, neither Party will disclose any Confidential Information to any third party (other than (and then only for purposes permitted by this PPA) the Party's or the Party's Affiliates' officers, employees, lenders, counsel, accountants, advisors or Financing Parties who have a need to know such information for the purposes permitted by this section and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein) except in order to comply with the requirements of any applicable Law or any exchange, control area or independent system operator rule, tariff or agreement or in connection with any judicial or regulatory proceeding or request by a Governmental Entity; provided, however, that each Party will use reasonable efforts to prevent or limit any such disclosure. "**Confidential Information**" further includes, without limitation, any nonpublic confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA and the SEF and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination of the Transaction to which any Confidential Information relates. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 12 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Article 12. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 12 but shall be in addition to all other remedies available at law or in equity. Confidential Information does not apply to information that (i) becomes publicly available other than through the receiving Party's or its Representatives' breach of this PPA, (ii) is independently developed by the receiving Party or (iii) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. Nothing in this paragraph shall be construed to limit either Party's obligation or ability to disclose information pursuant to subpoenas, investigation, litigation or the like.

**ARTICLE 13.
NOTICES**

13.1 Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, electronic mail, overnight delivery or regular, certified, or registered mail, return receipt requested. All notices shall be deemed to have been properly given or made upon the earliest to occur of (a) actual delivery, (b) two (2) days after being sent by overnight courier service, (c) five (5) days after being deposited in the mail addressed as aforesaid and (d) one (1) day after being sent by e-mail; provided that in the case of notice by e-mail such notice is followed promptly by the sending of the original of such notice by overnight courier service. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Buyer:

The City of Bridgeport
Margaret Morton Center
999 Broad St.
Bridgeport, CT 06604
203-576-7201 (phone)
203-576-3913 (fax)
mayor@bridgeportct.gov
Attn: Mayor's Office

The City of Bridgeport
Bridgeport City Hall
45 Lyon Terrace
Bridgeport, CT 06604
203-576-7081 (phone)
203-332-5608 (fax)
Attn: City Clerk

The Board of Directors for the Bridgeport Library
Bridgeport Public Library Main Branch
925 Broad Street
Bridgeport, CT 06604
(203) 576-7400 (phone)
Attn: Chair, Board of Directors

With copy to:

Office of the City Attorney
Margaret Morton Center
999 Broad St.
Bridgeport, CT 06604
203-576-7647 (phone)
203-576-8252 (fax)
Attn: City Attorney

Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
860-424-4300 (phone)
860-424-4370 (fax)
lhoffman@pullcom.com
Attn: Lee D. Hoffman

If to Seller:

EcoSolar, LLC
12 Huntington Drive
Branford, CT 06405
203-530-1330 (phone)
Ecosolar08@gmail.com
Attn: John O'Brien

CEFIA Holdings LLC
75 Charter Oak Ave
Suite 1-103
Hartford, CT 06106
860.563.0015 (phone)
860.398.5510 (fax)

[]

With copy to:

[]

ARTICLE 14.
OWNERSHIP OF AND TITLE TO THE SOLAR FACILITY
AND OTHER PROPERTY RIGHTS

14.1 Ownership of Solar Facility by Seller.

(a) Title. Notwithstanding the SEF's presence on the Project Site and method of attachment thereto, and unless the ownership of such SEF is transferred to the Buyer in accordance with Section 17.1(b), Seller or its permitted assignee shall, at all times, retain title to and be the legal and beneficial owner of such SEF and all alterations, additions or improvements made thereto and replacements thereof by Seller. Seller shall be entitled and is hereby authorized to file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the SEF in order to protect its rights in such SEF. In no event shall anyone claiming by, through or under the Buyer (including but not limited to any present or future mortgagee of the Premises/Buyer's Leased Premises) have any rights in or to the SEF, unless the SEF is transferred to the Buyer in accordance with Section 17.1(b). The Buyer acknowledges and agrees that Seller may be required to grant, or cause to be granted, to a Financier a security interest in the SEF, and the Buyer expressly disclaims and waives any rights it may have in the SEF pursuant to this Agreement, unless the SEF is transferred to the Buyer in accordance with Section 17.1(b) or the Seller is otherwise in default of its obligations to Buyer.

(b) Ownership. The Parties specifically acknowledge and agree that Seller or its permitted assignee shall be the owner of the SEF for federal income tax purposes, and in that connection, shall be entitled to all Tax Benefits and Environmental Attributes associated with the SEF.

14.2 Lien Prohibition. Solely and exclusively for the purposes of applicable mechanics' lien law, no work performed by Seller at the Premises under this Agreement, whether in the nature of erection, construction, installation, commissioning, alteration, repair, maintenance or removal, shall be deemed to be for the immediate use and benefit of the Buyer.

To the maximum extent permitted by Law, no mechanic's or other lien shall be allowed against the Buyer or by reason of any consent given by the Buyer to Seller to improve the Premises, including by the construction, installation, commissioning, maintenance, repair or removal related to the SEF. Seller shall place such contractual lien prohibition provisions in all contracts and subcontracts for Seller's Work and improvements upon the Premises, assuring and stating that, to the maximum extent permitted by Law, no mechanic's liens will be asserted against the Buyer's interest in such Premises.

14.3 Lien Removal. If any mechanic's or other liens shall at any time be filed against the Premises by reason of work performed related to this Agreement or labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Seller or to anyone performing any work, improvements, maintenance or operations of the SEF through or under Seller, and regardless of whether any such lien is asserted against the interest of the Buyer, or Seller, Seller, at its sole expense, shall cause the same to be discharged of record, or bonded to the satisfaction of the Buyer. If Seller shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of the Buyer, the Buyer may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by, including reasonable attorneys' fees incurred by the Buyer either in defending against such lien or in procuring the bonding for or discharge of such lien, together with interest thereon at the legal rate, shall be paid by Seller to Buyer.

ARTICLE 15. **ASSIGNMENT AND FINANCING**

15.1 Assignment; Binding Effect.

(a) Except for assignments to Affiliates, neither Buyer nor Seller shall, without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this PPA, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void.

(b) Notwithstanding the foregoing, Seller may, without the prior written consent of Buyer, assign, mortgage, pledge or otherwise directly or indirectly transfer all or any part of, or any right or obligation under this PPA (i) to any party that acquires Seller or all or substantially all of Seller's assets; (ii) for security purposes in connection with any financing or other financial arrangements regarding SEF; (iii) to any Financing Party; (iv) to any Qualified Assignee or (v) to an entity that enters into an agreement with a Qualified Assignee pursuant to which (1) such Qualified Assignee shall be responsible for SEF operation and maintenance under this PPA and (2) Seller shall have granted to the Qualified Assignee all other rights granted to Seller herein necessary for operation and maintenance of SEF (each, a "*Permitted Transfer*"). Seller shall deliver notice of any Permitted Transfer to Buyer in writing as soon as reasonably practicable. Buyer agrees to execute such reasonable consents to assignment and other documents, and to provide such information, as is requested by Seller in connection with any Permitted Transfer.

(c) Subject to the foregoing restrictions on assignment, this PPA will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.2 Cooperation with Financing. Buyer acknowledges that Seller will be financing the construction of the SEF and Buyer agrees that it shall reasonably cooperate with Seller and its Financing Parties in connection with such financing for the SEF, including (a) the furnishing of such public information; (b) the giving of such certificates; (c) providing of an officer's certificate of Buyer or its affiliate that this PPA was duly authorized, executed and delivered by Buyer, (d) the obtaining of any lien waivers, the execution of commercial law forms and such other documents, all as reasonably requested by Seller or any Financing Party to secure such Financing Party's collateral position in the SEF or in Seller's rights under this PPA; *provided, however*, that the foregoing undertaking shall not obligate Buyer to change any rights of benefits, or increase any burdens, liabilities or obligations of Buyer, under this PPA to the Financing Parties except as specifically provided herein.

ARTICLE 16. **FINANCING PARTY ACCOMMODATIONS**

16.1 Buyer Acknowledgment. Buyer acknowledges that Seller shall have the right to finance the SEF with financing accommodations from a Financing Party and that Seller's obligations will be secured by, among other collateral, a pledge or collateral assignment of this PPA and a first security interest in the SEF. In order to facilitate such necessary financing, Buyer agrees as set forth below.

16.2 Financing Party's Rights Following an Event of Default. Notwithstanding any contrary term or provision of this PPA:

(a) The Financing Party, as assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this PPA in accordance with the terms of this PPA, provided that such Financing Party also satisfies the obligations of Seller hereunder. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this PPA and the SEF.

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this PPA and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default or Seller Event of Default in the time and manner provided by the terms of this PPA. Nothing herein requires the Financing Party to cure any Seller Event of Default (unless the Financing Party has succeeded to Seller's interests) to perform any act, duty or obligation of Seller, but Buyer hereby gives the Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the SEF, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to the Financing Party, Buyer's consent shall not be required, however, the Financing Party will give notice to Buyer of the transferee or assignee of this PPA; *provided, further*, that any sale, transfer or other disposition of the SEF by the Financing Party, whether by judicial proceeding or otherwise, shall be made solely to a Qualified Assignee. Any such exercise of remedies shall not constitute an Event of Default.

(d) Upon any rejection or other termination of this PPA pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within sixty (60) days of such termination or rejection, Buyer will enter into a new PPA with Financing Party or its Qualified Assignee, on the same terms and conditions as hereunder.

(e) In the event that a Financing Party becomes the owner of the SEF as a result of the exercise of remedies under subsections (c) or (d) above, whether as a result of the exercise of its remedies as a secured party or in connection with the bankruptcy of Seller, the Financing Party shall agree not to disturb the Buyer's rights to purchase Energy under this PPA, pursuant to the terms and conditions hereof, and further agrees to sell its right in the SEF or the PPA to a Qualified Assignee purchaser only if such purchaser agrees to continue to provide Buyer with Energy under this PPA in accordance with the terms and conditions thereof.

16.3 Financing Party's Right to Cure.

(a) Upon receipt from Financing Party of its invocation of the rights provided for in this Section 16.4 and the name and address of the Financing Party entitled to notice, Buyer will not exercise any right to terminate this PPA unless Buyer has given the Financing Party prior written notice at the address provided to Buyer in writing of any event giving rise to Buyer's right to terminate this PPA. Buyer's notice of an intent to terminate this PPA must specify the condition giving rise to such right. Notwithstanding any contrary term or provision in this PPA, Financing Party shall have forty-five (45) days beyond the cure period provided to Seller pursuant to this PPA to cure the condition. Buyer's and Seller's obligations under this PPA will otherwise remain in effect and required to be fully performed during any cure period.

(b) If the Financing Party or its Qualified Assignee (including any purchaser which meets the definition of a Qualified Assignee) has commenced and is diligently pursuing judicial proceedings to acquire title to or control of the SEF, or has acquired title to or taken control of the SEF, and in either event cures all existing Seller Events of Default that are capable of being cured by Financing Party or its Qualified Assignee subject to and within the time allowed by Section 16.3(a) and assumes in writing the obligations of Seller hereunder, then this PPA will continue in full force and effect.

16.4 Notice of Defaults and Events of Default. Upon and at any relevant time after receipt of the notice provided for in Section 16.3(a), Buyer agrees to deliver to the Financing Party a copy of any notice of a Seller's default simultaneously with the delivery of such notice by Buyer to Seller.

ARTICLE 17.

END OF TERM AND END OF TERM OPTIONS

17.1 End of Term. Upon the expiration of this Agreement, the Buyer may choose, in its sole discretion, one of the following options by providing written notice to Seller at least sixty (60) days prior to the end of the Term:

(a) Extension of Term. Provided no Event of Default by the Buyer has occurred and is continuing under this Agreement, unless such Event of Default has been waived in writing by Seller, the Buyer may extend the Term for the SEF; or

(b) Purchase of the Solar Facility. Provided no Event of Default by the Buyer has occurred and is continuing under this Agreement, unless such Event of Default has been waived in writing by Seller, Buyer may purchase the SEF at a purchase price which is the then applicable fair market value of the SEF as determined by an independent third party appraiser as mutually agreed by the Parties. If the Buyer exercises its option to purchase the SEF in a timely manner, the closing of such purchase, including the transfer of any relevant agreements and warranties, shall take place no later than one-hundred and twenty (120) days after the Buyer's exercise of its right to purchase the SEF at a time and place agreed upon by the Parties; or

(c) Removal of the Solar Facility. The Buyer may require Seller, at Seller's sole cost and expense, to remove and decommission the SEF within ninety (90) days after the expiration of the Term. Buyer shall provide Seller with reasonable access to perform such removal and decommissioning.

17.2 Failure to Elect. If, upon the expiration of the Term, Buyer fails to make an election pursuant to Section 17.1, the Term for the SEF will be extended automatically for one (1) year and may be further extended by mutual agreement for one (1) year terms (each, a "Renewal Term") unless earlier terminated in writing. Unless otherwise agreed to in writing by the Parties, during the Renewal Term of the SEF, the terms and conditions of this Agreement shall remain in effect as to the SEF.

17.3 Payment for Service Rendered Prior to Termination. Upon any expiration or termination of the Agreement, the Buyer will pay all fees owed to Seller for Energy delivered prior to the expiration or termination of the Agreement within thirty (30) days following such expiration or termination, or within the applicable payment period, whichever is shorter.

ARTICLE 18. **MISCELLANEOUS**

18.1 Governing Law. This PPA will be governed by the Laws of the State of Connecticut, without giving effect to principles of conflicts of laws.

18.2 Entire Agreement; Amendments. This PPA (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Without limiting the generality of the foregoing, the Parties acknowledge and agree that, as of the Effective Date of the PPA, (a) any and all prior agreements between the Parties relating to the subject matter of the PPA (collectively, the "*Prior Agreements*") are superseded in their entirety by the PPA, (b) the Prior Agreements are of no further force or effect and no longer the legal obligation of either Party, (c) no Party had, nor now has, any claim against, or liability or obligation to, the other Party under the Prior Agreements, and (d) no asset or property of either Party was, or now is, bound by, or subject to, any encumbrance, lien or other restriction by reason

of the Prior Agreements. Except as otherwise expressly provided in this PPA, any amendment, modification or change to this PPA will be void unless in writing and executed by both Parties.

18.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either Party of a breach of any term or provision contained herein shall be effective unless signed and in writing and signed by the waiving Party. No consent by either Party to, or waiver of a breach by either Party, whether express or implied, shall be construed to operate as or constitute a consent to waiver of, or excuse of any other or subsequent or succeeding breach by either Party.

18.4 Severability. If any part, term, or provision of this PPA, is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal enforceable, and valid provision that is as similarly in tenor to the stricken provision, within the limits of applicable Law, and the remainder of this PPA will remain in full force.

18.5 No Third-Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

18.6 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder unless such obligations were assumed in writing by the Person against whom recourse is sought.

18.7 Relationship of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose unless expressly stated otherwise herein.

18.8 Attorneys' Fees; Costs. Each Party will bear its own costs and expenses relating to negotiating this PPA and any additional documents relating hereto or thereto.

18.9 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or other electronic transmissions (such as an email .pdf file) is binding upon the other Party as an original.

18.10 Further Assurances. The Parties shall at their own cost and expense do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

18.11 General Interpretation. The terms of this PPA have been negotiated by the Parties hereto and the language used in this PPA shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This PPA shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the PPA. No rule of strict construction will be applied against any person.

18.12 Forward Contract. The Parties acknowledge and agree that this PPA and the transactions consummated under this PPA constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

18.13 Dispute Resolution.

(a) In the event that any question, dispute, difference or claim arises out or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), then senior management personnel from both Seller and Buyer shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 18.13(b) shall apply.

(b) In the event the Parties are unable to resolve a Dispute pursuant to the provisions of Sections 18.13(a), the Parties agree that any State court located in Fairfield County, Connecticut or Federal court located in , Connecticut shall have exclusive jurisdiction and venue to hear all disputes arising out of or relating to this Agreement. Further, notwithstanding anything in this Agreement to the contrary, in the event a Party fails to perform as agreed upon hereunder, the non-breaching Party has the right to seek such injunctive relief and other equitable relief from that any State court located in Fairfield County, Connecticut or Federal court located in Connecticut.

18.14 Rescission Period. Either Party may rescind this PPA, without penalty, by written notice delivered to and received by the other Party not later than three (3) Business Days after the Effective Date (the "*Rescission Period*").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Seller and Buyer have signed this PPA through their duly authorized representatives effective as of the date first set forth above.

CEFIA HOLDINGS LLC

By: _____
Name:
Title:

ECOSOLAR LLC

By: _____
Name:
Title:

THE BRIDGEPORT PUBLIC LIBRARY

By: _____
Name:
Title:

THE CITY OF BRIDGEPORT:

By: _____
Name:
Title:

EXHIBIT A

PREMISES

The Premises shall consist of all that certain real property together with all improvements, buildings, and other structures thereon known as the Library North Branch, located at 3455 Madison Ave., Bridgeport, Connecticut 06604, which area includes any Interconnection Equipment and the Delivery Point, being more particularly described as:

[Insert property description from title search]

EXHIBIT B

PERMITTED ENCUMBRANCES

[Insert from title search]

EXHIBIT C

SOLAR ENERGY FACILITY

The solar energy facility (SEF) shall consist of 122,099 kWh annually (the "*Expected System Output*"), installed on the roof of the Main Library, as more particularly described in Exhibit A. The SEF shall be interconnected electrically directly to the Delivery Point behind the meter installed on the Premises by Buyer's Serving Utility.

EXHIBIT D

SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

1. **Definitions.** The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

(a) **"Affiliate"** means with respect to any entity, such entity's general partner or manager, employee, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such entity. For purposes of this definition, "control" (including, with its correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any such person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

(b) **"Bankrupt"** means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) is unable to pay its debts generally as they come due or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(c) **"Business Day"** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

(d) **"Buyer"** shall have the meaning ascribed to it in the Preamble.

(e) **"Buyer Event of Default"** has the meaning ascribed thereto in Section 8.3.

(f) **"Buyer Misconduct"** shall have the meaning ascribed to it in Section 7.1.

(g) **"Buyer's Lease"** shall have the meaning ascribed to it in the Recitals.

(h) **"Buyer's Leased Premises"** shall have the meaning ascribed to it in the Recitals.

- (i) “*Buyer’s Serving Utility*” means The United Illuminating Company.
- (j) “*Buyer Termination Default*” has the meaning ascribed thereto in Section 8.3(b).
- (k) “*CAMD*” means the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a program involving transferability of specific Environmental Attributes.
- (l) “*Capacity Attributes*” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the SEF, intended to value any aspect of the capacity of the SEF to produce Energy or ancillary services, which may be counted toward any measure, regulation, requirement, or program of Buyer’s Serving Utility, Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity.
- (m) “*Claiming Party*” shall have the meaning ascribed to it in Section 7.3.
- (n) “*Commercial Operation*” will begin on the day in which the entire SEF is operating on a sustained basis and producing not less than the Expected System Output and Seller is in receipt of all required approvals, signoffs and permits from any and all Governmental Entities and the Buyer’s Serving Utility for the production and sale of Energy (including the resale of Energy to Buyer’s Serving Utility).
- (o) “*Commercial Operation Date*” means the date upon which the SEF begins Commercial Operation, as set forth in the Notice of Commercial Operation.
- (p) “*Confidential Information*” shall have the meaning ascribed to it in Article 12.
- (q) “*Defaulting Party*” shall have the meaning ascribed to it in Section 8.1.
- (r) “*Delivery Point*” means the interconnection points on the Premises behind the meters installed by Buyer’s Serving Utility and before the electrical systems serving the Premises. No other delivery points are permitted under this PPA without the permission of the Buyer.
- (s) “*Discounted Revenue Forecast*” means the sum of the present values calculated at the per annum rate of interest equal to four percent (4%) of the following amounts for each year (or part thereof) remaining between the Termination Date and the end of the Term: (i) the applicable Energy Payment Rate for such year, if known, or a mutually agreed estimate of the Energy Payment Rate for such year, multiplied by (ii) the average annual output during the previous three (3) years.
- (t) “*Effective Date*” shall have the meaning ascribed to it in the Preamble to this PPA.
- (u) “*Energy*” means electric energy (alternating current, expressed in kilowatt-hours) generated by the SEF. Energy does not include any attendant Environmental Attributes.
- (v) “*Energy Payment Rate*” shall have the meaning ascribed to it in Section 3.3.

(w) “*Environmental Attributes*” means each of the following that is in effect as of the Effective Date: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Premises/Buyer’s Leased Premises are located or in other jurisdictions (collectively, “*Allowances*”) attributable to the ownership or operation of the SEF or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy during the Term and in which Seller has good and valid title, including any credits to be evidenced by Solar Renewable Energy Certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the “*UNFCCC*”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall also include Tax Benefits.

(x) “*Environmental Conditions*” shall have the meaning ascribed to it in Section 11.1.

(y) “*Environmental Law*” shall have the meaning ascribed to it in Section 11.1.

(z) “*Event of Default*” shall have the meaning ascribed to it in Section 8.1.

(aa) “*Expected System Output*” shall have the meaning ascribed to it in Exhibit C.

(bb) “*Financing Party*” or “*Financing Parties*” shall mean any and all Persons or successors or assignees thereof lending money or extending credit to Seller or an Affiliate of Seller, or investing equity (including tax equity) in Seller or an Affiliate of Seller: (i) for the construction, term or permanent financing of the SEF; (ii) for working capital or other ordinary business requirement of the SEF (including but not limited to the maintenance, repair, replacement or improvement of the SEF); (iii) for any development financing, bridge financing, credit enhancement, credit support or interest rate protection in connection with the SEF; (iv) for the Seller’s operation of the SEF; or (v) for the purchase of the SEF and related rights and obligations of Seller.

(cc) “*Force Majeure*” means any event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) is not within the reasonable control, or is not the result of the negligence or willful misconduct, of the Claiming Party, and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided and shall be deemed to include, but not be limited to, acts of God, acts of civil or military authorities, acts of war or public enemy, insurrections, riots, strikes or other labor disturbances, fires, explosions, floods, interruption of transportation, embargoes, or other causes of a similar nature. Force Majeure will not be based on (i) Buyer’s inability economically to use Energy purchased hereunder or by for such Energy, or (ii) Seller’s

ability to sell Environmental Attributes at any price or Energy at a price greater than the price of Energy under this PPA.

(dd) “**Governmental Approvals**” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are required to be obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the SEF, the production and delivery of Energy, and Environmental Attributes, or any other transactions or matter contemplated by this PPA (including those pertaining to electrical, Premises, zoning, environmental and occupational safety and health requirements).

(ee) “**Governmental Charges**” means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, license fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity, on or with respect to the Energy or this PPA.

(ff) “**Governmental Entity**” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, program administrator or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any Person, owned, operated, managed or otherwise controlled thereby.

(gg) “**Hazardous Material**” shall have the meaning ascribed to it in Section 11.1.

(hh) “**Imputed Energy**” means Energy that the SEF is prevented from generating or delivering to, or that is not accepted at, the Delivery Point to the extent caused by acts of omissions of Buyer or Buyer’s Representatives. In determining Imputed Energy for which Buyer is obligated to pay Seller, the Parties shall consider insulation, historical performance, projected output degradation or such other factors as Seller and Buyer shall in good faith agree.

(ii) “**Inclusive Prosperity Capital**” shall have the meaning ascribed to it in the Recitals

(jj) “**Indemnified Parties**” shall have the meaning ascribed to it in Section 11.1.

(kk) “**Indemnitor**” shall have the meaning ascribed to it in Section 11.1.

(ll) “**Insulation**” shall have the meaning ascribed to it in Section 3.7.

(mm) “**Interconnection Agreement**” means the agreement for interconnection of the SEF with the distribution system of Buyer’s Serving Utility.

(nn) “**Interconnection Equipment**” means that portion of the SEF, including mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, as required or appropriate to effect the

interconnection of the SEF to the Premises or to Buyer's Serving Utility, including such as may be located on Buyer's Leased Premises.

(oo) "*ITC Credit*" means (i) the energy credit under Section 48 of the Internal Revenue Code of 1986, and (ii) the grant under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009, as each may be amended, supplemented, extended or replaced from time to time, and including all successor enactments or legislation relating thereto.

(pp) "*Late Payment Interest Rate*" means, for any date, the lesser of (i) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or, if not published on such day, on the most recent preceding day on which published), plus 2%, and (ii) the maximum rate permitted by applicable Law.

(qq) "*Law*" means any national, regional, state or local law, statute, rule, regulation, code, ordinance, administrative ruling, judgment, decree, order or directive of any jurisdiction applicable to this PPA or the transaction contemplated hereby.

(rr) "*License*" shall have the meaning ascribed to it in Section 5.1(b).

(ss) "*License Term*" shall have the meaning ascribed to it in Section 5.1(b).

(tt) "*Meter*" shall have the meaning ascribed to it in Section 6.5.

(uu) "*Metering Device*" means any and all meters at or immediately before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy and delivered to the Delivery Point.

(vv) **Intentionally Omitted**

(ww) "*Non-Defaulting Party*" shall have the meaning ascribed to it in Section 8.1(a).

(xx) "*Notice of Commercial Operation*" shall have the meaning ascribed to it in Section 2.3.

(yy) "*Parties*" shall mean Buyer and Seller, collectively or individually, as the context may require.

(zz) "*Permitted Encumbrances*" means those encumbrances against the Premises listed in Exhibit B.

(aaa) "*Permitted Transfer*" shall have the meaning ascribed to it in Section 15.1(b).

(bbb) "*Person*" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company, or any other entity of whatever nature.

(ccc) "*PPA*" means this Power Purchase Agreement.

(ddd) "**Premises**" shall have the meaning ascribed to it in the Recitals.

(eee) "**Project Site**" means the particular location on the Premises of the SEF.

(fff) "**Property Taxes**" shall have the meaning ascribed to it in Section 3.6(b).

(ggg) "**Prudent Utility Practices**" means those practices, methods, and acts, that are commonly used by a significant portion of the solar powered electric generation industry in the United States using prudent engineering and operations to design and operate solar powered generating facilities and related electric equipment lawfully and with safety, dependability, efficiency, and economy, including all applicable requirements of Law. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible standards, practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers' warranties and the requirements of governmental authorities of competent jurisdiction and the requirements of this PPA.

(hhh) "**Prior Agreements**" shall have the meaning ascribed to it in Section 18.2.

(iii) "**Qualified Assignee**" means as it pertains to any assignment of this PPA by Seller, any entity that has competence and experience in the operation and maintenance of solar photovoltaic systems similar in size and type as the SEF and is financially capable of performing Seller's obligations under this PPA, all as reasonably demonstrated by Seller to Buyer, and agrees in writing to assume Seller's duties and obligations under the PPA.

(jjj) "**Rescission Period**" shall have the meaning ascribed to it in Section 18.14.

(kkk) "**Representatives**" means, in respect of a Person, the officers, directors, employees, agents, advisors, contractors, or other representatives of such Person.

(lll) "**Sale Price Modification Factors**" shall have the meaning ascribed to it in Section 3.5.

(mmm) "**SEF**" means the solar electric generating facility that produces the Energy sold and purchased under this PPA as more particularly defined in Exhibit C hereto, including the Interconnection Equipment.

(nnn) "**SEF Assets**" means each and all of the assets of which the SEF is comprised, including Seller's solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Premises/Buyer's Leased Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the SEF.

(ooo) "**SEF Loss**" means loss, theft, damage or destruction of the SEF or SEF Assets, or any other occurrence or event that prevents or limits the SEF from operating in whole or in part,

resulting from or arising out of any cause (including casualty, condemnation or other Force Majeure).

(ppp) “*Seller*” shall have the meaning ascribed to it in Preamble.

(qqq) “*Seller Event of Default*” has the meaning ascribed thereto in Section 8.2.

(rrr) “*Seller Termination Default*” has the meaning ascribed thereto in Section 8.2.

(sss) “*Site Electrical System*” means Buyer’s existing electrical system for the supply and distribution of electricity to the Premises, which system is interconnected with Buyer’s Serving Utility.

(ttt) “*SUT*” shall have the meaning ascribed to it in Section 3.6(b).

(uuu) “*Tax Benefits*” means ITCs attributable to the SEF or Energy (including the ITC Credit), accelerated depreciation attributable to the SEF or any SEF Asset, and any other tax credit or tax write-offs allowed under applicable law attributable to the SEF or Energy, irrespective of whether such Tax Benefits accrue for the benefit of Seller, any Affiliate, or any investor of Seller or any Affiliate of such investor.

(vvv) “*Term*” shall have the meaning ascribed thereto in Section 2.1.

(www) “*Termination Date*” means the date on which this Agreement is terminated by Party a prior to the end of the Term.

(xxx) “*Termination Payment*” means an amount equal to the sum of (i) Discounted Revenue Forecast applicable through the end of the Initial Term or the applicable extension term, as the case may be, (ii) the value of Environmental Attributes relating thereto, such value determined based on the greater of the value at which Seller had contracted to sell those Environmental Attributes or the spot market value, and (iii) the value of any lost Tax Benefits.

(yyy) “*Third Party Monitor*” means an unaffiliated third party, selected in each case by Seller and reasonably approved by Buyer that provides, installs, operates or maintains the installation, operation, or maintenance of the Metering Device.

(zzz) “*Transaction*” means any transaction between the Parties under the terms of this PPA.

(aaaa) Intentionally Omitted.

2. **Rules of Interpretation.** In this PPA, unless expressly provided otherwise:

(a) the words “herein,” “hereunder” and “hereof” refer to the provisions of this PPA and a reference to a recital, Article, Section, subsection or paragraph of this PPA or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this PPA or other agreement in which it is used unless otherwise stated;

(b) references to this PPA, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

(c) reference to any Article, Section, or Exhibits means such Article of this PPA, Section of this PPA, or such Exhibit to this PPA, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(d) a reference to this PPA, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this PPA or such other agreement, instrument or provision, as the case may be;

(e) a reference to a statute or other Law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, Law or provision;

(f) the singular includes the plural and vice versa;

(g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;

(h) words of any gender shall include the corresponding words of the other gender;

(i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;

(j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");

(k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;

(m) if the time for performing an obligation under this PPA expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;

(n) a reference to (i) a day is a reference to a calendar day, (ii) a month is a reference to a calendar month, and (iii) a year is a reference to a calendar year;

(o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;

(p) references to any date in this PPA shall be deemed to mean such date as adjusted from time to time as permitted hereunder due to Force Majeure unless expressly stated otherwise; and

(q) if any index used in this PPA at any time becomes unavailable, whether as a result of such index no longer being published or the material alteration of the basis for calculating such index, then Seller and Buyer shall agree upon a substitute index that most closely approximates the unavailable index as in effect prior to such unavailability. If the base date of any such index is at any time reset, then the change to the index resulting therefrom shall be adjusted accordingly for purposes of this PPA.

EXHIBIT E
ENERGY PAYMENT RATE SCHEDULE

For the entire term of this Agreement, the Energy Payment Rate shall be \$0.134/kWh.



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE
21 AUG 30 PM 2: 03

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 111-20
Submitted by Councilmember(s): Jeanette Herron
Co-Sponsors(s): Jorge Cruz, Sr. Avelino D. Silva Ernest E. Newton Eneida L. Martinez
District: 133RD M. Evette Brantley; Rosalina Roman-Christy; Maria I. Valle
Subject: Resolution Seeking Information on Recent Outages from The United Illuminating Company
Referred to: Public Safety and Transportation Committee
City Council Date: September 7, 2021

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Whereas, residents of the Lower North End/West End have experienced a series of sustained power outages in the last month; and,

Whereas, it is important to the health, safety, and welfare of our residents that reliable electrical service be provided throughout the city, especially during the hot summer months; and,

Whereas, PURA requires that utility companies make information on power outages available to the public within 48 hours of such outages; and,

Whereas, many residents affected by the recent UI outages have reached out to local government officials for information on the recent outages and are asking that their concerns about the reliability of their electrical service be addressed publicly by The United Illuminating Company.

Now therefore be it resolved by the City Council of the City of Bridgeport that the Public Safety and Transportation Committee request that representatives from The United Illuminating Company appear before the committee to address questions and concerns regarding the recent outages, as well as to discuss efforts to prevent similar power outages in the future.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

<i>(Choose an item)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

<i>(Choose an item)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS *(if any)*

Boyer, Mike

From: Boyer, Mike
Sent: Monday, August 30, 2021 10:30 AM
To: Herron, Jeanette
Cc: Burns, Scott; McCarthy, Matthew; Cruz, Jorge; Taylor-Moye, Denese; Brown, Marcus; Brantley, Mary E.; Vizzo-Paniccia, AmyMarie; Lyons, Michelle; Roman-Christy, Rosalina; Lee, Mary A; McBride-Lee, Mary; Silva, Avelino; Castillo, Alfredo; Nieves, Aidee; Valle, Maria; Pereira, Maria; Suliman, Samia; Samia Suliman (samiasuliman@yahoo.com); Newton, Ernest; Ernie Newton; Martinez, Eneida; Ortiz, Frances; Pettway, Lonnette; Williams, Althea
Subject: RE: Resolution Regarding Recent Power Outages 8.2.21.docx
Attachments: Resolution Regarding Recent Power Outages 8.2.21.pdf

Jeanette, putting this in with seven cosponsors listed. As you advised below it can be amended later to include whole city.

From: Herron, Jeanette <Jeanette.Herron@Bridgeportct.gov>
Sent: Monday, August 23, 2021 12:33 PM
To: Cruz, Jorge <Jorge.Cruz@Bridgeportct.gov>
Cc: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Burns, Scott <Scott.Burns@Bridgeportct.gov>; McCarthy, Matthew <Matthew.McCarthy@Bridgeportct.gov>; Taylor-Moye, Denese <Denese.Taylor-Moye@bridgeportct.gov>; Brown, Marcus <Marcus.Brown@Bridgeportct.gov>; Brantley, Mary E. <Mary.Brantley@bridgeportct.gov>; Vizzo-Paniccia, AmyMarie <amymarie.vizzo-paniccia@Bridgeportct.gov>; Lyons, Michelle <Michelle.Lyons@Bridgeportct.gov>; Roman-Christy, Rosalina <Rosalina.Roman-Christy@Bridgeportct.gov>; Lee, Mary A <MLEE@bridgeportedu.net>; McBride-Lee, Mary <Mary.McBride-Lee@Bridgeportct.gov>; Silva, Avelino <Avelino.Silva@Bridgeportct.gov>; Castillo, Alfredo <Alfredo.Castillo@Bridgeportct.gov>; Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Valle, Maria <Maria.Valle@Bridgeportct.gov>; Pereira, Maria <MPereira0667@yahoo.com>; Suliman, Samia <Samia.Suliman@Bridgeportct.gov>; Samia Suliman (samiasuliman@yahoo.com) <samiasuliman@yahoo.com>; Newton, Ernest <Ernest.Newton@Bridgeportct.gov>; Ernie Newton <newton@careerresources.org>; Martinez, Eneida <Eneida.Martinez@Bridgeportct.gov>; Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>; Pettway, Lonnette <Lonnette.Pettway@Bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>
Subject: Re: Resolution Regarding Recent Power Outages 8.2.21.docx

Ernie, we can amend at the meeting to add the whole city

Sent from my iPhone

On Aug 23, 2021, at 12:02 PM, Cruz, Jorge <Jorge.Cruz@bridgeportct.gov> wrote:

I also would like my name added on the Resolution and agree that it should be about the entire city of Bridgeport.
Thank you Mike

Sent from my iPhone

On Aug 23, 2021, at 10:32 AM, Boyer, Mike <Mike.Boyer@bridgeportct.gov> wrote:

Councilwoman Herron is putting this in for September 7th. Anyone else wishing to co-sponsor let us know by Wednesday.

From: jeanette Herron <jinone90@gmail.com>

Sent: Monday, August 2, 2021 5:30 PM

To: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>

Cc: Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Brown, Marcus <Marcus.Brown@Bridgeportct.gov>

Subject: Resolution Regarding Recent Power Outages 8.2.21.docx

Mike, can you please submit this for the next city council meeting to be referred to Public Safety.

Please see if anyone would like to sign on.

Thank you

Sent from my iPhone

<Resolution Regarding Recent Power Outages 8.2.21.pdf>



OFFICE OF THE CITY CLERK RESOLUTION FORM

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21 SEP -1 AM 10:43

ATTEST _____

CITY CLERK

SECTION I

CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:

116-20

Submitted by Councilmember(s):

Scott Burns

Co-Sponsors(s):

District:

130TH

Subject:

Proposed Resolution urging State Senators and State Representatives to pass necessary legislation to implement Transportation and Climate Initiative Program ("TCI-P")

Referred to:

ECD and Environment Committee

City Council Date:

September 7, 2021

SECTION II

RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, as members of the council of the city of Bridgeport, it is our solemn duty to protect the public health and economic prosperity of our constituents;

WHEREAS, in 2019, the American Lung Association ranked Connecticut as the 10th worst state for smog (ozone pollution);

WHEREAS, pollutants from transportation are known to exacerbate respiratory problems such as asthma and chronic obstructive lung disease; increase the risks from other health conditions, including cancer, heart disease, premature death; and significantly increase human and financial healthcare costs;

WHEREAS, Connecticut residents spend \$100 million per year on asthma care alone;

WHEREAS, the city of Bridgeport ranks as number 29 in the United States as the worst cities for asthma rates, and implementation of TCI would avoid over 300 deaths per year, and prevent thousands of children from having asthma-related problems;

WHEREAS, there are 188/10,000 residents of Bridgeport who visit the emergency room due to asthma on an annual basis;

WHEREAS, the Department of Economic Community Development (DECD) ranks Bridgeport the most 7th most distressed community in the state, according to environmental justice standards;

WHEREAS, children, people of color, the elderly, residents with pre-existing conditions, and those living in areas overburdened by pollution are especially vulnerable to the health risks of transportation pollution;

WHEREAS, the city is in need of investments that include expanding access to reliable and convenient public transportation, increasing electric vehicle infrastructure, and expanding opportunities for active transportation such as biking and walking;

WHEREAS, we must act to improve our city's public health while investing in clean infrastructure that will benefit all the people we represent;

WHEREAS, in December of 2020 Governor Lamont signed a Memorandum of Understanding with Massachusetts, Rhode Island and the District of Columbia to commit the State of Connecticut to establish a program to be known as the Transportation and Climate Initiative Program ("TCI-P"), a program that would cap greenhouse gas pollution from motor vehicles through a market-based allowance program, the proceeds of which would be used to invest in clean transportation projects and related programs;

WHEREAS, in the 2021 regular session, the Connecticut General Assembly introduced, but did not pass, legislation to give the State the authority to implement TCI-P;

WHEREAS, TCI-P would make critical investments to create an affordable clean transportation system through initiatives like bus electrification, accessible electric vehicle charging infrastructure, and improved public transit, leading to better air quality for our community;



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, it is estimated that TCI-P would raise \$1 billion over ten years for the State's Special Transportation Fund to be spent on Connecticut's state and municipal transportation and infrastructure systems;

WHEREAS, TCI would emphasize environmental justice by prioritizing investments in communities that are overburdened by air pollution by requiring at least 50%, or half a billion dollars, of the TCI-P investments be made in such communities, including Bridgeport;

WHEREAS, An Equity and Environmental Justice Advisory Board – including residents of communities overburdened by air pollution and underserved by transportation systems – would provide oversight to guide these prioritized investments.

WHEREAS, TCI's investments can improve economic and quality of life standards through lower accident rates, lower vehicle operating expenses, and diminished road maintenance expenditures.

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council urges our State Senators and State Representatives who serve the city of Bridgeport on behalf of our communities to pass the necessary legislation to implement TCI-P in Connecticut to reinvigorate our economy and improve our city's public health.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
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		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

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WHEREAS, pollutants from transportation are known to exacerbate respiratory problems such as asthma and chronic obstructive lung disease; increase the risks from other health conditions, including cancer, heart disease, premature death; and significantly increase human and financial healthcare costs;

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WHEREAS, there are 188/10,000 residents of Bridgeport who visit the emergency room due to asthma on an annual basis;

WHEREAS, the Department of Economic Community Development (DECD) ranks Bridgeport the most 7th most distressed community in the state, according to environmental justice standards;

WHEREAS, children, people of color, the elderly, residents with pre-existing conditions, and those living in areas overburdened by pollution are especially vulnerable to the health risks of transportation pollution;

WHEREAS, the city is in need of investments that include expanding access to reliable and convenient public transportation, increasing electric vehicle infrastructure, and expanding opportunities for active transportation such as biking and walking;

WHEREAS, we must act to improve our city's public health while investing in clean infrastructure that will benefit all the people we represent;

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WHEREAS, in the 2021 regular session, the Connecticut General Assembly introduced, but did not pass, legislation to give the State the authority to implement TCI-P;

WHEREAS, TCI-P would make critical investments to create an affordable clean transportation system through initiatives like bus electrification, accessible electric vehicle charging infrastructure, and improved public transit, leading to better air quality for our community;

WHEREAS, it is estimated that TCI-P would raise \$1 billion over ten years for the State's Special Transportation Fund to be spent on Connecticut's state and municipal transportation and infrastructure systems;

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WHEREAS, An Equity and Environmental Justice Advisory Board – including residents of communities overburdened by air pollution and underserved by transportation systems – would provide oversight to guide these prioritized investments;

WHEREAS, TCI's investments can improve economic and quality of life standards through lower accident rates, lower vehicle operating expenses, and diminished road maintenance expenditures.

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council urges our State Senators and State Representatives who serve the city of Bridgeport on behalf of our communities to pass the necessary legislation to implement TCI-P in Connecticut to reinvigorate our economy and improve our city's public health.

Boyer, Mike

From: Boyer, Mike
Sent: Wednesday, September 1, 2021 10:40 AM
To: Burns, Scott
Cc: Nieves, Aidee; Ortiz, Frances; Pettway, Lonnelle; Williams, Althea
Subject: RE: TCI resolution

Per our conversation it's been put in.

From: Boyer, Mike
Sent: Wednesday, September 1, 2021 9:12 AM
To: Burns, Scott <Scott.Burns@Bridgeportct.gov>
Cc: Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>; Pettway, Lonnelle <Lonnelle.Pettway@Bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>
Subject: RE: TCI resolution

Scott, just a cut and paste but double check before I put it in.

From: Burns, Scott <Scott.Burns@Bridgeportct.gov>
Sent: Wednesday, September 1, 2021 8:46 AM
To: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>; Vickers, Constance <Constance.Vickers@Bridgeportct.gov>
Cc: Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Valle, Maria <Maria.Valle@Bridgeportct.gov>; Brantley, Mary E. <Mary.Brantley@bridgeportct.gov>
Subject: TCI resolution

Good morning all -

Mike, could you please add the attached to a formal resolution to be referred to ECD&E through this week's agenda.

Please let me know if you have other questions.

Thanks -
Scott Burns
City Council rep 130th District
Co-chair, Miscellaneous; Co-chair Budget & Appropriations; member ECD&E
203-690-2228
[Facebook 130](#)

Item # *97-20 Consent Calendar

Resolution regarding 2021 First Round of Sidewalk Repair Pilot Program.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: September 7, 2021

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Gamm

Joseph P. Gamm, Mayor

Date Signed:

9/19/21

RECEIVED
CITY CLERKS OFFICE
21 SEP 20 PM 2:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *97-20 Consent Calendar

RESOLUTION

WHEREAS, numerous sidewalks in the City of Bridgeport {"City"} are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property (ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *97-20 Consent Calendar

-2-

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled the third list which is attached hereto and made a part hereof as Exhibit A.

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby

RESOLVED, BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A; and it is further

RESOLVED, that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *97-20 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: September 7, 2021

EXHIBIT A

**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - July 28, 2021**

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
56	Bell Street	06610	Michelle	Hinkson	\$2,464.00	\$2,464.00	\$4,928.00
156	Cottage Street	06605	Andrew & Cordelia	Coke	\$4,001.00	\$4,001.00	\$8,002.00
64	Eaton Street	06604	Simone	Parks	\$2,796.50	\$2,796.50	\$5,593.00
175	Ellsworth Street	06605	Thomas	Kane	\$2,833.50	\$2,833.50	\$5,667.00
245	Ellsworth Street	06605	Kevin & Edith	Cassidy	\$3,740.50	\$3,740.50	\$7,481.00
2600	Fairfield Avenue	06605	Mary	Balog	\$4,424.50	\$4,424.50	\$8,849.00
315	Hooker Road	06610	Hector & Eva	Garcia	\$2,202.00	\$2,202.00	\$4,404.00
211	Norman Street	06604	Federico	Tejeda, et al	\$4,806.50	\$4,806.50	\$9,613.00
2040	Park Avenue	06604	Kevin	Tran	\$9,733.00	\$9,733.00	\$19,466.00
36	Stoehrs Place	06606	John & Kathryn	Chavez	\$3,145.50	\$3,145.50	\$6,291.00
257	Vine Street	06604	James I.	Sheffield	\$4,447.00	\$4,447.00	\$8,894.00
36	Wallace Street	06604	Irineau	Portella	\$3,122.00	\$3,122.00	\$6,244.00

Item# *102-20 Consent Calendar

Grant Submission: re State of Connecticut Department of Children and Families - Youth Service Bureau Enhancement Grant. (#22540)



Report
of
Committee
On

CEA and Environment

City Council Meeting Date: September 7, 2021

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

[Signature]
9/19/21

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

Item No. *102-20 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Children and Families
Youth Services Bureau Enhancement Grant (#22540)**

WHEREAS, the **State of Connecticut Department of Children and Families** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Youth Services Bureau Enhancement Grant**; and

WHEREAS, funds under this grant will be used to provide funding to support juvenile justice programming; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Children and Families** to support the Juvenile Review Board.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Children and Families** for the purpose of its **Youth Services Bureau Enhancement Grant**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *102-20 Consent Calendar

-2-

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

M. Evette Brantley, **Co-Chair**

Maria I. Valle, **Co-Chair**

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: September 7, 2021

Item# *103-20 Consent Calendar

Grant Submission: re State of Connecticut Department of Public Health Per Capita Funding Allocation. (#222220)



**Report
of
Committee
On**

CEA and Environment

City Council Meeting Date: September 7, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 9/21/21

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

Item No. *103-20 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Public Health
Per Capita Funding Allocation (#22220)**

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

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Public Health Per Capita Funding Allocation**; and

WHEREAS, funds under this grant will be used to support core public health functions; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the monitoring of health status to identify and solve community health problems, identify and investigate health hazards in the community, inform, educate and empower persons in the community concerning health issues, and enforcing laws and regulations that protect health and ensure safety;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of the **Per Capita Funding Allocation**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Public Health Per Capita Funding Allocation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *103-20 Consent Calendar

-2-

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

M. Evette Brantley, **Co-Chair**

Maria I. Valle, **Co-Chair**

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: September 7, 2021

Item# *104-20 Consent Calendar

Grant Submission: re State of Connecticut Department of Children and Families - Youth Services Bureau. (#22532)



**Report
of
Committee
On**

CEA and Environment

City Council Meeting Date: September 7, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 9/29/21

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

Item No. *104-20 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Children and Families
Youth Services Bureau (#22532)**

WHEREAS, the **State of Connecticut Department of Children and Families** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Youth Services Bureau**; and

WHEREAS, funds under this grant will be used to fund Youth Services administrative staff and non-profit organizations to provide direct program services for youth; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Children and Families** to support Youth Service Bureau activities;

WHEREAS, these activities will provide community youth with juvenile justice, mental health, pregnancy prevention, parental education, community outreach, and positive youth development services.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Children and Families** for the purpose of its **Youth Services Bureau**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **State of Connecticut Department of Children and Families – Youth Services Bureau** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *104-20 Consent Calendar

-2-

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

M. Evette Brantley, **Co-Chair**

Maria I. Valle, **Co-Chair**

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: September 7, 2021

Item# *105-20 Consent Calendar

Grant Submission: re United States Conference of Mayors for the 2021 Climate Protection Awards. (#22450)



Report
of
Committee
On

CEA and Environment

City Council Meeting Date: September 7, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 9/20/21

RECEIVED
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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

Item No. *105-20 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
United States Conference of Mayors
2021 Climate Protection Awards (#22450)**

WHEREAS, the **United States Conference of Mayors** is authorized to extend financial awards to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **2021 Climate Protection Awards**; and

WHEREAS, funds under this grant will be donated to a local, sustainability-focused non-profit; and

WHEREAS, this award will be in recognition of the Cherry St Lofts Fuel Cell project led by NuPower, which provides clean electricity, heat, and hot water to tenants of Cherry St Lofts at a discounted rate; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **2021 Climate Protection Awards** to recognize an innovative clean energy project in the City and to support the work of other sustainability-focused organizations.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **US Conference of Mayors** for the purpose of its **2021 Climate Protection Awards**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such an application with the **US Conference of Mayors** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut Office of the City Clerk

**Report of Committee on ECD and Environment
Item No. *105-20 Consent Calendar**

-2-

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

M. Evette Brantley, **Co-Chair**

Maria I. Valle, **Co-Chair**

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: September 7, 2021

Item# *65-20 Consent Calendar

Refund of Excess Payments - Seaview Bridgeport II LLC.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 7, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: *9/22/21*

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *65-20 Consent Calendar

BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
Seaview Bridgeport II LLC Robert Toomey 300 Alton Road/Suite 303 Miami Beach, FL 33139-8913	12-129	\$38,402.82
Reference: 731 Seaview Ave 2018-2-0011829 QP2018587		

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, **Co-Chair**

Scott Burns, D-130th, **Co-Chair**

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

City Council Date: September 7, 2021

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that SEAVIEW BRIDGEPORT II LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2018

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

SEAVIEW BRIDGEPORT II LLC
 ROBERT TOOMEY
 300 ALTON ROAD / SUITE 303
 MIAMI BEACH, FL 33139-8913

2018-02-0011829
 QP2018587
 731 SEAVIEW AVE



2018020011829

To Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2019	0.00	0.00	0.00	0.00	0.00	
Total Paid	07/29/2019	38,402.82	0.00	0.00	0.00	38,402.82	-38,402.82 ***
Adjusted Refund		-38,402.82	0.00	0.00	0.00	38,402.82	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

ROBERT W CHRISTOPH
 Print Name

[Handwritten Signature]
 Signature of Taxpayer

2-10-2020
 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 38,402.82
 be made to the above-named taxpayer in accordance with the provisions of Section 8-1

Sec. 12-129 Refund of Excess Payments

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 13 DAY OF August 2019

[Handwritten Signature]
 TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____

 First Selectman

 Other Governing Body

 Clerk

*Cross out abatement or refund as required.

Mail To :
 CITY OF BRIDGEPORT
 225 CONGRESS STREET
 BRIDGEPORT, CT 06607

SHIPYARD BRIDGEPORT, LLC
300 ALTON ROAD, SUITE 303 • MIAMI BEACH, FL 33139

~~XXXXXXXXXXXX~~

CITY NATIONAL BANK OF FLORIDA ⁶³⁻⁴³⁶/₆₆₀

3105

Pay: *****Thirty-eight thousand four hundred two dollars and 82 cents

DATE	CHECK NO	AMOUNT
July 24, 2019	3105	\$*****38,402.82

PAY
TO THE
DROER
OF

TAX COLLECTOR
City of Bridgeport
325 Congress Street
Bridgeport, CT 06604

AUTHORIZED SIGNATURE

⑈003105⑈ ⑈066004367⑈ ⑈955090997⑈

Item# *87-20 Consent Calendar

Appointment of Johana Dorgan (D) to the Planning & Zoning Commission.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 7, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 9/7/21

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *87-20 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Planning & Zoning Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

Johana Dorgan (D)
88 Lance Circle
Bridgeport, CT 06604

TERM EXPIRES

December 31, 2021

*This will fill a vacancy

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: September 7, 2021

Item# *88-20 Consent Calendar

Appointment of Jacqueline Martoral (R) to the Planning & Zoning Commission.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 7, 2021

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: *9/21/21*

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City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *88-20 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Planning & Zoning Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Jacqueline Martoral (U R)*
1540 Iranistan Avenue
Bridgeport, CT 06604

December 31, 2022

*This will fill a vacancy

***Item amended from the floor on September 7, 2021 to correct party affiliation from (U) Unaffiliated to (R) Republican.**

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: September 7, 2021

Item# *95-20 Consent Calendar

Settlement of Pending Litigation with Sasha Collins.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: September 7, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 9/24/21

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *95-20 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Sasha Collins	MVA Involving City Employee	Peter C. Reynolds, Esq. Miller, Rosnick, D'Amico August & Butler P.C. 1087 Broad Street Bridgeport, CT 06606	\$20,500.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. *95-20 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: September 7, 2021

Item# *96-20 Consent Calendar

Settlement of Pending Litigation with Dwayne McBride.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 7, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 9/22/21

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *96-20 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Dwayne McBride	Civil Rights Violation	N/A	\$27,500.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. *96-20 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: September 7, 2021

Item # *108-20 Consent Calendar


Resolution regarding Internship Agreements with Sacred Heart University.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: September 7, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: 
Joseph P. Ganim, Mayor

Date Signed: *9/21/21*

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *108-20 Consent Calendar

A Resolution by the Bridgeport City Council

Regarding the

INTERNSHIP AGREEMENTS WITH SACRED HEART UNIVERSITY

WHEREAS, the City of Bridgeport Department of Health and Human Services seeks serve as a placement Agency for a variety of Sacred Heart University Programs; and

WHEREAS, supervised fieldwork education is an integral part of the academic process and professional preparation as it compliments academic preparation by providing opportunities to apply knowledge and practice skills and allows students to begin to be able to demonstrate professional competence; and

WHEREAS, the City of Bridgeport is committed to establishing mutually beneficial community partnerships and, as such, has previously partnered with Sacred Heart University for the placement of Master of Public Health (MPH) students and Master of Social Work (MSW) students; and

WHEREAS, presently the Health Department seeks to partner with Sacred Heart University's College of Nursing; and

WHEREAS, it is desirable and in the public interest that the City partner with Sacred Heart University to serve as a placement agency by offering professional internship opportunities to Sacred Heart University students at no cost to the City.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts
Item No. *108-20 Consent Calendar

-2-

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it hereby authorizes the City to participate in the Internship Programs at Sacred Heart, and
2. That the Bridgeport Health Department is hereby authorized and empowered to enter into internship agreements with Sacred Heart University ("SHU") for the period through June 30, 2024; and in furtherance thereof the City's Mayor, or his designees, the **Director of Health and Social Services**, are expressly authorized and empowered to execute internship agreements substantially in the form of the prior agreements between the parties (sample copies attached), and such other documentation as reasonably necessary to facilitate such internship program.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Alfredo Castillo, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: September 7, 2021

SACRED HEART UNIVERSITY
Fieldwork Education Agreement

This agreement is entered into this ___ day of February, 2019 by and between **SACRED HEART UNIVERSITY, INC., a Connecticut non-stock corporation with a principal address of 5151 Park Avenue, Fairfield, Connecticut 06825**, hereafter referred to as **UNIVERSITY** and **The City of Bridgeport**, a municipal corporation, acting through its **Department of Health and Social Services**, with a principal address at 45 Lyon Terrace, Bridgeport, CT 06604, hereafter referred to as **FIELDWORK EDUCATION CENTER**.

Whereas the parties agree that, for the mutual benefit of each, formal affiliation should be entered into and carried out in accordance with certain procedures and standards for establishing a fieldwork education program, and

Whereas certain legal rights and obligations will attach to such affiliations when established,

Therefore, it is hereby agreed by and between the parties as follows

1. This agreement will begin on the date specified above and will continue until terminated in writing, with sixty (60) days notice, by one of the parties
2. The UNIVERSITY agrees:
 - A. to assign qualified students to participate in the fieldwork education program. Such qualified students as it deems appropriate shall be assigned for a period of time as agreed upon by and between the parties. In the event that the FIELDWORK EDUCATION CENTER deems it necessary to cancel a reserved space, due to circumstances beyond its reasonable control, it agrees to notify the UNIVERSITY at least 60 days in advance of the commencement date of the student affiliation.
 - B. that the academic preparation of the students it assigns shall be in keeping with the objectives and requirements of the fieldwork education program.
 - C. that it shall designate one person who shall be responsible for coordination of all aspects of this affiliation and its associated academic components.
 - D. that the students it assigns shall adhere to all reasonable policies and procedures of the FIELDWORK EDUCATION CENTER.
 - E. to require students to provide to the FIELDWORK EDUCATION CENTER evidence of physical examination and immunizations as may be reasonably required by the FIELDWORK EDUCATION CENTER.
 - F. to provide students with such mandatory education as is deemed appropriate by the UNIVERSITY, including, but not limited to OSHA standards regarding blood borne pathogens and universal precautions.
 - G. that students shall not be deemed employees of the FIELDWORK EDUCATION CENTER and are therefore not entitled to worker's compensation benefits or any other employment-related benefits

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H. to require students to carry professional liability insurance for student professionals in the amounts of \$3,000,000 per incident and \$6,000,000 in aggregate. The UNIVERSITY also maintains general liability insurance which extends to students and faculty engaged in practical and clinical training. Both the students and the UNIVERSITY shall provide proof of such insurance prior to students' participating in the fieldwork education program at the FIELDWORK EDUCATION CENTER.

3. The FIELDWORK EDUCATION CENTER agrees

A. to provide a planned, supervised program of fieldwork instruction consistent with the objectives of the UNIVERSITY'S fieldwork education program, and shall provide suitable facilities and sufficient personnel necessary to carry out this program.

B. to make available to students reasonable access to emergency medical services at the student's own expense.

C. to designate one person as the FIELDWORK EDUCATION CENTER'S Fieldwork Educator, who shall be responsible for the learning experience of the students, such person having met the academic and other standards established by the parties.

D. to provide the students with an orientation to the policies and procedures of the FIELDWORK EDUCATION CENTER in advance or at the beginning of the affiliation.

E. to ensure that all records relating to a student's performance while with the FIELDWORK EDUCATION CENTER shall be made available only in conformance with the Family Education rights and Privacy Act of 1974, 20 U.S.C. section 1232g, and other governing laws.

F. that the FIELDWORK EDUCATION CENTER may terminate, upon reasonable cause as determined by the FIELDWORK EDUCATION CENTER in consultation with the UNIVERSITY, the fieldwork placement of any student due to breach of the rules and regulations of the FIELDWORK EDUCATION CENTER, or whose work performance is unsatisfactory or whose physical and/or mental health renders the student unable to perform the essential requirements of the fieldwork education program, with reasonable accommodation. Prior to termination, the FIELDWORK EDUCATION CENTER will provide the student and the UNIVERSITY with notice of the proposed termination and reasons therefore, and shall furnish the student and the UNIVERSITY opportunity to respond to such notice.

4. Indemnification. FIELDWORK EDUCATION CENTER and UNIVERSITY each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the FIELDWORK EDUCATION CENTER and UNIVERSITY, they shall be borne by each party in proportion to its negligence.

5. It is agreed that any controversy or claim arising out of, or relating to, this Agreement, or the performance or interpretation thereof, shall be settled by a court of competent jurisdiction in Fairfield, Connecticut.

6. This agreement is governed by the laws of the state of Connecticut. It is further agreed that "applicable law(s)" for the purposes of this Agreement shall mean any applicable statute, law, ordinance, regulation, requirement, order or rule of any federal or state government or other governmental agency or body or of any other type of regulatory body, or any governmental or administrative interpretation of any thereof, including without limitation, (i) requirements imposed by any governmental or regulatory body which must be satisfied to qualify for Medicare, Medicaid or other health care program reimbursements, and (ii) any and all federal or state health care laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and regulations (proposed or final) promulgated hereunder and all state statutes addressing privacy and security of healthcare information.

7. It is agreed that at no time shall the matter of race, religion, color, national origin, sex, age, disability or any other impermissible criterion be considered for the purpose of unlawful discrimination.

8. It is agreed that the UNIVERSITY shall provide the FIELDWORK EDUCATION CENTER with the necessary information, including course materials, curriculum outline, fieldwork education objectives and student performance evaluation materials to assist the parties in effecting this agreement.

9. It is agreed that this agreement may be modified only upon written agreement signed by both parties.

For SACRED HEART UNIVERSITY:

Date

Patricia W. Walker, Ed.D.
Dean, College of Health Professions

For the FIELDWORK EDUCATION CENTER:

Date

Joseph P. Ganim, Mayor
Duly Authorized



Sacred Heart UNIVERSITY

SCHOOL OF SOCIAL WORK

UNIVERSITY - AGENCY AFFILIATION AGREEMENT FOR SOCIAL WORK FIELD PLACEMENT

AGREEMENT made as of the 27th day of August, 2020 by and between SACRED HEART UNIVERSITY, INC. (hereinafter "the University"), a Connecticut Nonstock corporation, organized and existing under and by virtue of the laws of the State of Connecticut, located at:

5151 Park Avenue
Fairfield, CT 06825-1000

and City of Bridgeport (hereinafter "the Agency"), a corporation organized and existing under and by virtue of the laws of the State of Connecticut, located at:

999 Broad Street
Bridgeport, CT 06604

This contract is valid for five (5) Academic Years, and will expire on August 1st, 2025.

WITNESSETH:

WHEREAS, the University and the Agency desire to cooperate with respect to the education of Baccalaureate and Master of Social Work students; and

WHEREAS, the University desires to afford to its Baccalaureate and Master of Social Work Students practice experience; and

WHEREAS, the Agency is willing to make its facilities available for the purpose of providing such practice experience to Baccalaureate and Master of Social Work Students.

NOW, THEREFORE, in consideration of the premises and the mutual conditions herein contained, the parties hereto agree as follows:

1. The University shall work cooperatively with the Agency to design an appropriate learning experience for the students in the Baccalaureate and Master of Social Work Program operated by the University (hereinafter "the Program") and in order that the field experience does not interfere with the normal operation of the Agency.
2. The Program shall assign students in its Baccalaureate and Master of Social Work Program to the Agency for field practicum instruction and experience. Prior to the students' arrival at the Agency, the Program shall provide the Agency with background material on students to aid in student placement.
 - a. The number of students as well as the schedule of their assignments and dates of admission shall be mutually arranged by the Program and the Agency prior to the date of such admission.
 - b. The specific period spent at the Agency will be consistent with the curriculum for field work experience of students, as set out in the course description

3. The University shall have complete control for the design and implementation of all phases of the field education component of the Program in the Agency, including but not limited to the curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion, and graduation.
4. The Program, with the Agency's approval, shall select students for field work experience and shall forward the name(s) of the student(s) to the Agency prior to each academic year. A pre-placement interview will be required.
5. The Program, through its faculty liaison, shall be responsible for the official grading of its students. The grade will be based upon the field instructor's evaluation and other academic requirements of the practicum.
6. The Program shall provide each new field instructor with a Field Instruction Manual to familiarize him/her with the goals and expectations of the Program and to explain his/her responsibilities. The Program shall also provide a Field Instruction Calendar which will be updated each academic year listing official University holidays and recesses.
7. The Program shall provide orientation to the field placement process for students and field instructors.
8. The Program, through its faculty liaison and Field Education Coordinator, will provide ongoing consultation to the Agency relating to the student's placement.
9. The Agency shall make available appropriate field work experiences (consistent with clients' rights) enabling students to meet the objectives of the educational program.
10. Baccalaureate students are expected to be in field work two (2) days a week, for a minimum of two hundred (200) hours per semester. Master students are expected to be in field either two (2) or three (3) days a week, for a minimum of five hundred fifty (550) hours for the academic year. Students shall spend no more than six (6) hours per week in supervision, record keeping, and staff development.
 - a. Students are not expected to be in field work during official school recess periods.
 - b. When a holiday falls on a field instruction day, the student will observe the policies of the Agency.
 - c. Absences due to illness are considered excused absences, but the student is expected to arrange with the Agency to make up the time missed.
11. Information provided by the Agency, the Program, or by the University, shall be kept confidential by all parties. This includes, but is not limited to evaluation, critiques, case files, and materials, or student projects. No professional papers or disclosures concerning the parties can be submitted without mutual consent. The Agency agrees to cooperate with the University in carrying out its obligations under FERPA laws. The Program and each student shall comply with all applicable state, federal, and local laws regarding the confidentiality of client information and medical records. The Agency assumes all liability for compliance under HIPPA.
12. The Program shall advise students of their responsibility to conduct themselves in accordance with the Agency's rules and regulations. The Agency will provide each student with a copy of all such rules and regulations and the student will be responsible for this information. The Agency reserves the right to dismiss, at any time, any student whose condition or conduct jeopardizes the well-being of the clients or employees of the Agency. Unless unusual circumstances occur, such dismissal shall not occur without prior consultation with the Program faculty liaison.
13. The Agency will make available facilities for instruction as well as conference facilities for faculty and students in the Program.
14. The Program and Agency shall maintain ongoing communication to coordinate the academic and field education experience, including on-site visits and participation in field instructor meetings.

15. The Agency will provide orientation to its facilities and services for Program faculty and students.
16. The Agency shall supply qualified MSW field instructors for the supervision and instruction of students assigned to the Agency. At no time shall any student(s) be engaged in any activity in the Agency without the authorization of the field instructor.
17. The field instructor should set aside a minimum of one hour per week for individual conferences with the student under his/her supervision.
18. The field instructor will be required to submit in writing an evaluation of each student on the dates and in the form specified by the Program.
19. The Agency shall not be required to supply uniforms, lodging, meals, or anything of value to the Program, the students, or any University employee involved in the Program except as follows:
 - Make available to the student, at minimum, a desk, access to a telephone, and appropriate facilities for provision of services to the Agency's clients. Supplies, clerical services, and transportation costs relating to the Agency's provision of services will be provided by the Agency. Students will not be permitted to transport clients in personal vehicles. If the Agency requests that students transport clients, it must be in an Agency vehicle. The Agency must provide a Commercial Auto policy. Any student driving an Agency vehicle is doing so as a permissive user on behalf of the Agency.
20. Each party ("Indemnitor") for itself, its successors and assigns, hereby agrees to defend, indemnify, protect, and save harmless the other party, its officers, agents, and employees and elected or appointed officials ("Indemnitee") to the extent permitted by law from any and all claims, suits, actions, demands and liability for any cost, loss, for bodily injury, personal injury and damage or injury to property of every name and description, (whether it be that of either or the parties hereto or of third persons) and to persons (whether they be third parties or agents or employees of either of the parties hereto) caused by the negligence or the alleged negligence of the Indemnitor.
 - Each party shall give to the other prompt written notice of any claim made or suit instituted, which in any way directly or indirectly, contingently or otherwise may affect the other party. Each party shall have the right to compromise and defend the same to the extent of its interest therein.
 - The provisions of this section shall survive the expiration or early termination of this agreement.
21. As a prerequisite to participation of any student in the field practicum, the University shall provide professional liability insurance coverage of each student in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. Notwithstanding the foregoing, the Agency shall remain liable for direct damages resulting from its negligence. The University shall provide Commercial General Liability Insurance.
 - The University agrees that the Agency will receive no less than ten (10) days written notice prior to cancellation, modification, or non-renewal of any insurance coverage.
22. The Agency and Program will not discriminate against any employee, applicant, or student enrolled in their respective programs because of race, color, gender, age, religion, ethnic or national origin, class, disability, sexual orientation, family structure, or marital status.
23. The Program and the Agency will work together to ensure reasonable accommodations in providing a field placement for students with disabilities. The Program will be responsible for securing auxiliary aids and services deemed necessary for the student to participate in the practicum (e.g. note-taker, qualified interpreter, audio recordings, brailled materials, etc.). The Agency will be responsible for accommodations within the facility, including site accessibility and modification of the work environment, to the extent the requested accommodation is reasonable.

24. It is mutually agreed that neither students nor faculty are to be considered employees or agents of the University and shall not be entitled to any benefits furnished by the University such as worker's compensation, pension, retirement benefits, or sick leave.
25. This Agreement shall be binding upon the parties hereto and upon their respective successors and assignees.
26. Any notices, requests, and demands hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or sent by a nationally recognized overnight carrier, if to the Program, to:

Patricia Carl-Stannard, MSW, LCSW
Clinical Assistant Professor
Interim Chair
School of Social Work
Sacred Heart University
5151 Park Avenue
Fairfield, CT 06825-1000

With a copy to:
Michael D. Larobina, Esq.
Secretary & General Counsel
Sacred Heart University, Inc.
5151 Park Avenue
Fairfield, CT 06825

or if to the Agency, to:

Lisa Michelle Morrissey, MPH
Director
City of Bridgeport
Department of Health & Social Services
999 Broad Street
Bridgeport, CT 06604

Tel: 576-7680
Fax: 203-576-8311
Email: lisa.morrissey@bridgeportct.gov

- or to such other addressee or by such other means as the parties may mutually designate by written notice. All notices become effective only when received by the addressee.
27. This Agreement contains the entire Agreement between the parties hereto with respect to the matter contained herein.
 28. Either party may terminate this Agreement at the end of any semester by notifying the other party of its decision. The contract will be considered terminated as of the last day of that semester.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THE DAY AND THE YEAR
FIRST ABOVE WRITTEN.

SACRED HEART UNIVERSITY, INC.

BY Robin L. Cautin
Robin L. Cautin, Ph.D.
Dean of College of Arts and Sciences

City of Bridgeport, Department of Health & Social Services

By _____

Printed Name: _____

Title: _____



DR. SUSAN L. DAVIS, R.N.,
& RICHARD J. HENLEY
COLLEGE OF NURSING
Sacred Heart University

**AGREEMENT MADE BETWEEN SACRED HEART UNIVERSITY, INCORPORATED
AND**

THIS AGREEMENT (the "Agreement"), effective as of _____ between Sacred Heart University, Incorporated, A Connecticut Nonstock Corporation; Fairfield, Connecticut with a principal address of 5151 Park Avenue, Fairfield, Connecticut, 06825 (the "School") and

_____ (the "Health Care Institution").

WHEREAS, the School desires to establish a clinical program as part of its education of Students (the "Students") enrolled in its nursing program; and

WHEREAS, the Health Care Institution, in the interest of furthering the educational objectives of the School, desires to make its facility available to the Students;

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby

AGREED:

1. Planning of Clinical Program. The School shall be responsible for the planning, implementation, and execution of all educational aspects of the Students' clinical experience.
2. Philosophy and Objectives of Nursing Program. The School will convey to appropriate Health Care Institution personnel information about the philosophy and objectives of the nursing program.
3. Instruction and Supervision. The School shall provide faculty (the "Faculty") for teaching and supervision of Students assigned to the Health Care Institution. Faculty shall be responsible for planning and implementing individual student assignments, and for evaluating and grading student performance. Faculty may consult with Health Care Institution personnel as appropriate in conducting evaluations of student performance. The Health Care Institution shall be responsible for assigning Students to clinical areas and patients.
4. Notice of Program. The School shall submit to the Health Care Institution at least thirty (30) days prior to commencement of the clinical program a description of the types of clinical experiences needed, the number of Students expected to participate in the clinical program, and the names, professional credentials, and evidence of current licensure of Faculty who will supervise the Students. The School shall inform the Health Care Institution as soon as practicable of any changes in information provided to the Health Care Institution regarding the clinical program.

5. Compliance with Health Care Institution Rules by Faculty. The School agrees that its Faculty will comply with all rules and regulations of the Health Care Institution. The School agrees to withdraw any member of the faculty from the clinical program immediately upon the request of the Health Care Institution with reasonable cause.
6. Compliance with Health Care Institution Rules by Students. The School will enforce student compliance with all rules and regulations of the Health Care Institution. The School will enforce student compliance with any and all instructions of Health Care Institution personnel.
7. Confidential Information. The School will require the Students, faculty, and school personnel not to disclose any confidential material or information connected with the Health Care Institution or any of its patients. The School shall enforce compliance by Students and Faculty with Health Care Institution policy on confidentiality.
8. Student Education Records. The Health Care Institution acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement. The Health Care Institution acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") of 1974, 20 U.S.C., Section 1232(g), as amended, and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Health Care Institution further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.
8. Withdrawal of Students from the Clinical Program. The School shall withdraw any Student from the clinical area due to health, performance, or other reasons if such Student's continued participation in the clinical program is detrimental to the Student and/or any patient of the Health Care Institution. The School agrees to withdraw any Student from the clinical program immediately upon the request of the Health Care Institution.
10. Clinical Experience. The Health Care Institution will accept, in mutually agreed upon terms, Students from the School for clinical experience. The Health Care Institution shall provide the opportunity for qualified students to perform clinical work under the supervision of Faculty provided by the School in accordance with the terms of this Agreement. The Health Care Institution shall not be responsible for the supervision, instruction, grading, or education of the Students but shall at all times retain authority and responsibility for delivery of patient care.
11. Equipment and Use of Facilities. The Health Care Institution shall provide: equipment and supplies necessary for the administration of nursing care by the Students; space for conferences connected with the Students' clinical instruction; and locker room or equivalent space for use by Students and Faculty. Students and Faculty may use the Health Care Institution cafeteria during their clinical experience.
12. Orientation for Faculty and Students. The Health Care Institution shall provide orientation for Faculty regarding relevant Health Care Institution information, including policies, procedures, and rules with which Faculty must comply. The School shall provide such orientation to Students.
13. Emergency Medical Care. The Health Care Institution will provide emergency medical care to Students and/or Faculty who become ill who are injured while on duty at the Health Care Institution. The cost of such care shall be the responsibility of the individual receiving it.

14. Required In-Services. The School will provide the Health Care Institution with evidence of mandatory in-service having been provided to Students and Faculty in advance of the first clinical experience. Mandatory in-service will include general safety, infection control, OSHA bloodborne pathogens, fire safety, hazardous materials, use of electrical equipment and CPR.
15. Immunizations and Physical. The School will provide the Health Care Institution with evidence that Students and Faculty meet the Health Care Institution's requirements for immunization, which requirements include rubella, history of measles or blood titre, annual PPD test, history of chicken pox or blood titre, and tetanus booster within ten (10) years. In addition, Students and Faculty must have received the Hepatitis B vaccine or provide a written statement of refusal as required by the Health Care Institution's policy. The School will provide the Health Care Institution with evidence that Students have completed a satisfactory physical exam.
16. Insurance. The School shall procure and maintain professional liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate covering its Faculty and Students and Comprehensive general liability and in the amount of One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage combined single limit.
17. Evaluations. Appropriate Health Care Institution personnel will meet at least once each year with the School's nursing program department head for the purpose of evaluating the clinical education program.
18. Term and Termination. This Agreement shall be effective as of the date first written above and shall continue in effect for one year, at which time the Agreement shall be automatically renewed for successive three-year terms unless either party notifies the other in writing no less than sixty (60) days prior to the annual anniversary date of its intent not to renew. Either party may terminate this Agreement at any time without cause by giving one-hundred-and-twenty (120) days written notice to the other party.
19. Indemnification. The Health Care Institution and the School each shall indemnify and hold the other harmless of, from, and against all costs, claims, damages, or expenses, including reasonable attorneys' fees, arising from the negligent acts or omissions of the other party in connection with the performance of this Agreement or the provision of services in the clinical education program.
20. Students and Faculty Not Employees or Agents. Both the School and the Health Care Institution acknowledge that neither Students nor Faculty are to be considered employees or agents of the Health care Institution.
21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut applying to contracts made and performed in Connecticut.
22. Entire Agreement and Amendment. This Agreement is the entire agreement between the parties and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both parties.

- 23 Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the Health Care Institution or the School at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Health Care Institution:

Facility's Address

If to the School:

Sacred Heart University
Department of Nursing
5151 Park Avenue
Fairfield, CT 06825
Attn: Mary Alice Donius, Ed.D, RN
Dean, College of Nursing
cc: Michael D. Larobina, Esq., General Counsel

24. Prohibition Against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
25. Accommodations for Persons with Disabilities. In the event that a Student, Faculty, or other School personnel requires accommodation for a disability beyond those accommodations that are currently available at the Health Care Institution, the School shall be responsible for making arrangements necessary to effectuate the additional accommodation.
26. Non-discrimination and Affirmative Action. The Health Care Institution agrees and warrants that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, or mental retardation, physical disability, blindness, or other handicap, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Health Care Institution further agrees in compliance with Connecticut General Statutes, Sec. 4a-60 to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, or mental retardation, physical disability, blindness, or other handicap, unless it is shown by the Health Care Institution that such disability prevents performance of the work involved; the Health Care Institution agrees, in all solicitation or advertisements for employees placed by or on behalf of the Health Care Institution, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; the Health Care Institution agrees to provide each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding and each vendor with which it has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of its commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Health Care Institution agrees to comply with each provision of Connecticut General

Statutes, Sec. 4a60f and Sec. 46a-68f and the provisions of Title VI of the Civil Rights Act of 1964; the Hospital agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Health Care Institution as they relate to the provisions of Connecticut General Statutes, Sec. 4a-60 and Sec. 46a-56.

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

By: _____
Mary Alice Donius, Ed. D, RN
Dean, College of Nursing
Sacred Heart University

Date: _____

By: _____
Signatory

Date: _____

Name: _____
Print

Title: _____
Print



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 109-20

2.06.080 – Mandatory use of city assigned web address for city council business emails.

A. The City has the legal obligation to maintain for the retention period as required by law and upon proper request to provide prompt access to its non-exempt public records pursuant to: (a) the CT Freedom of Information Act (CT FOIA), (b) the CT State Municipal Records Retention Schedule, (c) the laws and rules of civil procedure governing prevention of spoliation of evidence and (d) duly issued civil and criminal subpoenas duces tecum.

B. In order to comply with its legal obligations under the CT FOIA, the CT public records retention laws, spoliation of evidence requirements and subpoenas duces tecum the City's Information Technology Services ("ITS") Department shall provide each Council Member at the onset of, and during the entirety of, their term of office with an assigned city email address for conducting city business and for the receipt and transmission of any public records pertaining to the conduct of City business.

C. The City Clerk's Office, and all other City departments and personnel, are directed to communicate with all City Council Members in their official capacity regarding the conduct of official City business and to transmit documentation regarding official City business exclusively via their City assigned email addresses.

D. City Council Members are directed to retain and preserve all emails and other public records pertaining to their conduct of City business as required by law.

E. Notwithstanding anything herein to the contrary, City Council Members retain the same rights as an individual member of the public to: (a) request and promptly receive copies of City Council Meeting Agendas and Minutes and other non-exempt public records from the City Clerk's Office and (b) submit CT FOIA document requests to City departments, via use of a personal email address.

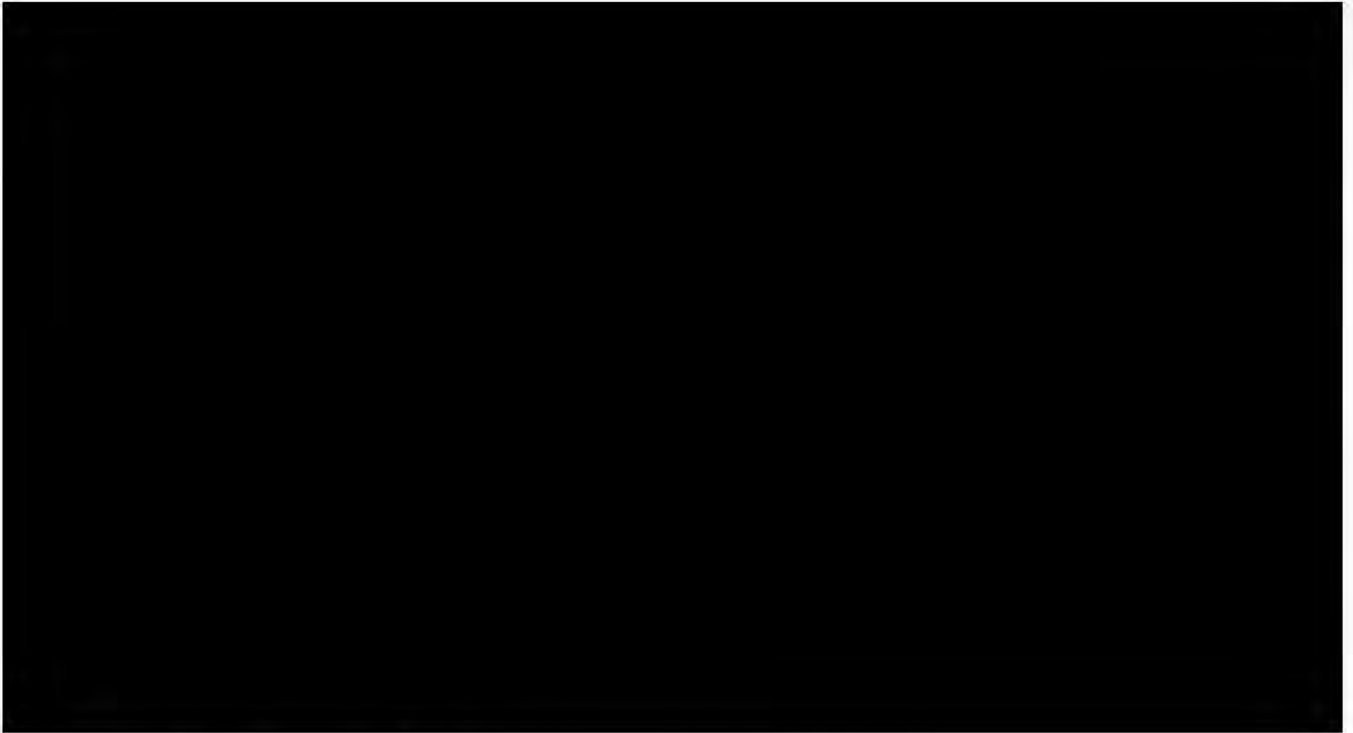


City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances
Item No. 109-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES



City Council Date: September 7, 2021

Tabled & Ref'd back to Committee by City Council on: September 7, 2021

Item # 86-20

Grant Submission: re Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#22369, #22388, #22390, #22392, #22393).



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: September 7, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____
9/21/21

RECEIVED
CITY CLERKS OFFICE
21 SEP 20 PM 2:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 86-20

**A Resolution by the Bridgeport City Council
Regarding the
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)
Port Security Grant Program
(#22369, #22388, #22390, #22392, #22393)**

WHEREAS, the **Department of Homeland Security Federal Emergency Management Agency** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program**; and

WHEREAS, funds under this grant will be used to support the support the security of the Port of Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **FEMA** to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport; and

WHEREAS, funding from the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program** will be used to fund the following projects

- Virtual Shield Protect our Port LPR and Camera Deployment
- Virtual Shield Protect Our Port CIKR Laser Imagery Modeling
 - BPD Maritime Vessel Replacement
 - BPD/BFD Maritime Security Vessel Equipment
 - BFD Patrol Vessel Replacement



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 86-20

-2-

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **Department of Homeland Security Federal Emergency Management Agency** for the purpose of its **Port Security Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with **Department of Homeland Security Federal Emergency Management Agency** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: September 7, 2021

Laser Imagery Modeling Scanner

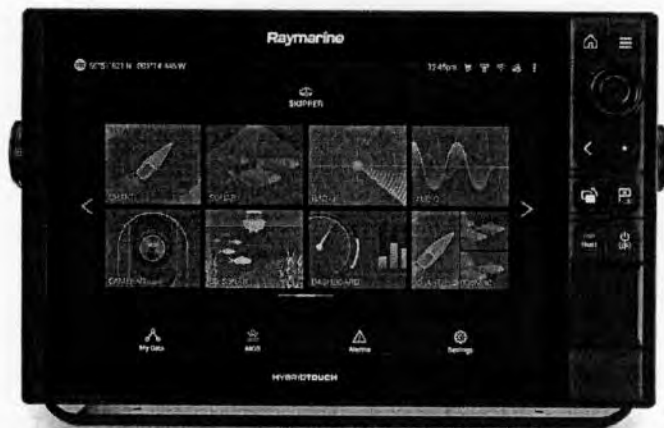


29' Metal Shark Defiant Rapid Response Patrol Boat and equipment

Rapid Response Patrol Boat



Raymarine Axion Pro



Raymarine 5000



JCU2 Controllers



Laurus Rad-V Radiation Alert

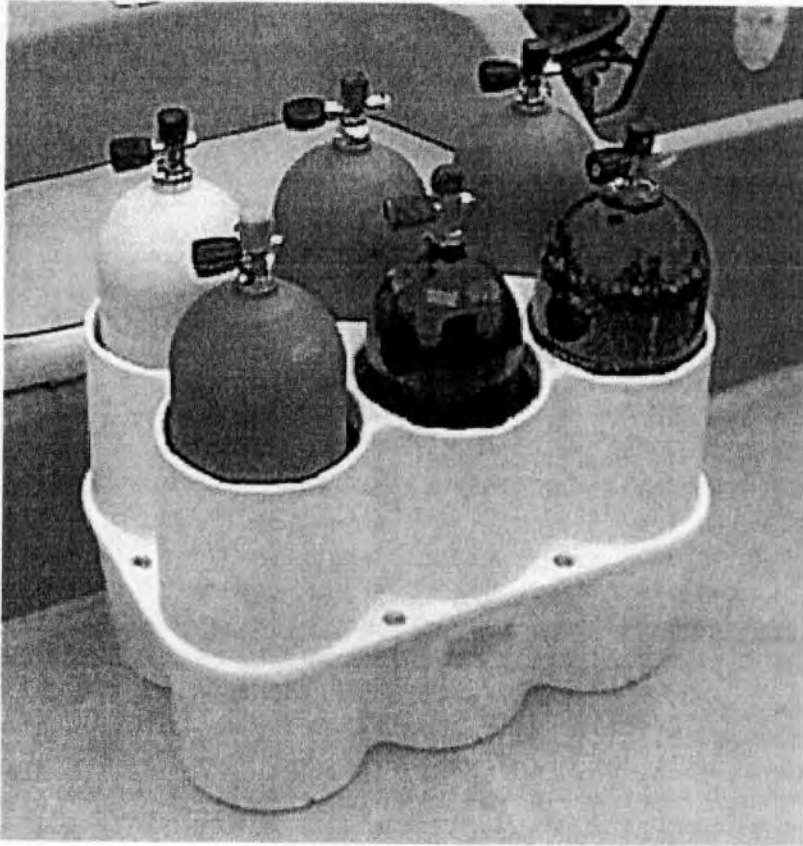


Commissioning Kit

Commissioning Kit – C2.0 Kit



Dive Tank Holder



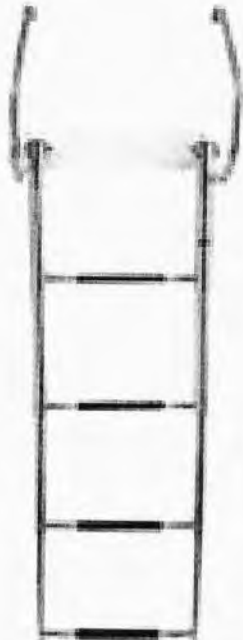
Ensign Staff



Trailer



Ladder



Transom Tie Down Straps



BPD/BFD Maritime Security Vessel Equipment

CBRNE Vessel Cabin Seals



CBRN Door Replacement

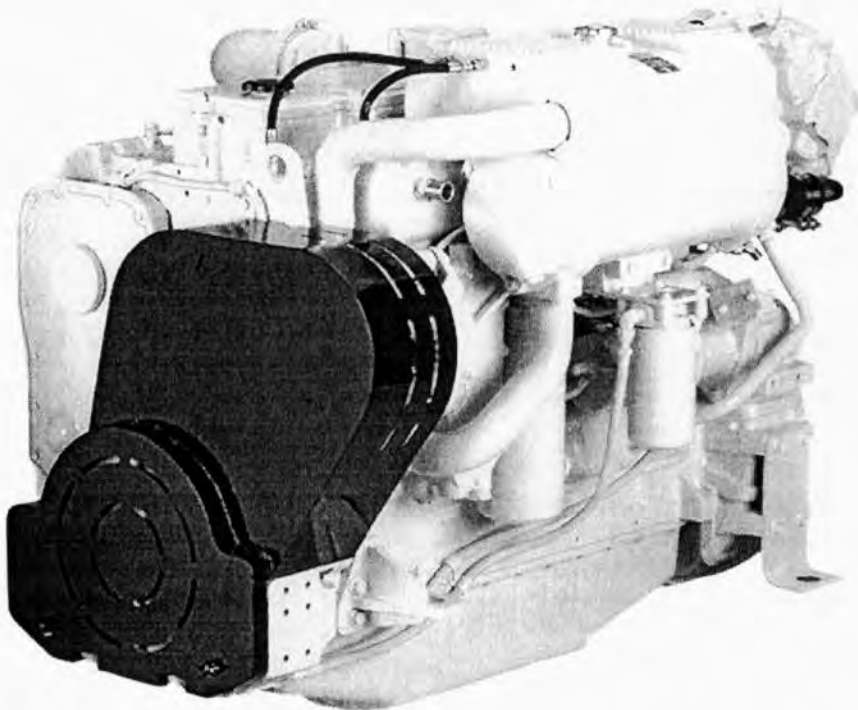
Remote Control Fire Monitor Nozzle



National Universal Green 3x3% Foam, 5-gallon container



Upgrade 2013 motor and transmission Cummins 8.3-600



Underwater Drone w. gripper



BFD Vessel Replacement

20-foot Zodiac Rescue Boat



Ventura Boat Trailer



Boat Electronics and lighting package

Item# 90-20

Resolution Authorizing Driveway Variance, Right of Way Modification, and Johnson Street Conversion to 2-way - Winward Apartments, 20 Johnson Street.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: September 7, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: _____
9/20/21

RECEIVED
CITY CLERKS OFFICE
21 SEP 20 PM 2:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 90-20

Resolution Authorizing Driveway Variance, Right of Way Modification, and Johnson Street Conversion to 2-way - Windward Apartments, 20 Johnson Street

WHEREAS the JHM Group, acting through its affiliate entity, "Windward Development Associates LLC," (the "**Developer**"), pursuant to its agreements with Park City Communities (formerly known as the Bridgeport Housing Authority), has become the long-term lessee and Developer of the real property known as 20 Johnson Street (the "**Property**"); and

WHEREAS the Developer is investing approximately \$27 MM (twenty seven million dollars) in newly constructed improvements on the Property to consist of approximately fifty-four (54) units of low- and moderate-income housing, as well as an approximately 7,200 square-foot ground floor facility for the Southwest Community Health Center, as well as necessary and related ancillary facilities including lobby space, outdoor space, and off-street parking, all designed to support on-site resident needs as well as to provide broader community amenities, (the "**Project**"); and

WHEREAS the Project has been approved by the Planning and Zoning Commission of the City;

WHEREAS the Project will also require various approvals by the Board of Police Commissioners acting in its capacity as traffic authority of the City; and

WHEREAS in order to complete the Project as described and depicted in the attached exhibits, approval from City Council are required for a driveway width & flare variance, a right of way modification, and conversion of Johnson Street from 1-way directional traffic to 2-way (although Johnson Street does not appear to be listed currently in Code of Ordinances Sec. 10.08.030 as a one-way street); and

NOW THEREFORE BE IT RESOLVED that the driveway variance (per Code of Ordinances Sec. 12.08.030 and 12.08.070), the right of way modification (per Code of Ordinances Ch. 12.08), and conversion of Johnson Street from 1-way directional traffic to 2-way (incl. per Code of Ordinances Sec. 10.08.030) are hereby approved, subject to the receipt of other necessary approvals from the Board of Police Commissioners, the City Building Official and other agencies and authorities having jurisdiction, and that the City Engineer or the Director of the Office of Planning and Economic Development are authorized to take such necessary actions consistent with this resolution in the best interests of the City.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 90-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: September 7, 2021

Narrative Exhibit

Request for Driveway Variance

A variance for the proposed driveway curb cuts is requested in order to be accessed by the Bridgeport Fire Department's ladder trucks during an emergency as requested by the Fire Marshal to ensure the safety of City firefighters and the residents of the Windward Apartments development.

The proposed site plan requires a variance for the two proposed driveways which connect the on-site parking lot to Railroad Avenue. City Council approval of the variance is being requested in order to construct the driveways as designed. On the proposed site plan, the western and eastern driveways are being proposed with a total curb cut width of 55.8 feet and 47.3 feet respectively. Both of these driveways comply with the 24' width requirement at the property line but the additional width at the curb cuts is the result of proposed curb flares that are larger than the allowed three-foot flares. These driveways have been designed this way in order to address comments received from the City Fire Marshal during the local permitting plan review. The Fire Marshal indicated that the proposed driveways need to be able to be accessed by the Bridgeport Fire Department's ladder trucks during an emergency without driving over curbs and other obstructions adjacent to the curbs. In order to meet this request, Fuss & O'Neill conducted a vehicle turning movement simulation using a template for the City's aerial fire apparatus. The proposed curb flares at the driveway were designed to be the minimum width needed to accommodate the City's ladder trucks. Since the driveways cannot be any narrower without impacting access for emergency vehicles, a variance for the proposed driveway curb cuts is necessary in order to meet the Fire Marshal's request and ensure the safety of City firefighters and the residents of the Windward Apartments development.

Request for modifications to the existing City Rights of Way (ROW)

The intent of this proposed change is to (a) allow for the new concrete sidewalk along Railroad Avenue to be entirely within the City ROW (b) allow for the proposed parking stalls along Johnson Street to be entirely on private property, and (c) allow the roadway adjacent to these parking stalls to be entirely within the City ROW.

The proposed site plan indicates modifications to the existing City Rights of Way along Railroad Avenue and Johnson Street and future modifications to the City Right of Way along Project Street. City Council approval of these ROW modifications is being requested in order to create ROW boundaries that better relate to the proposed site conditions and comply with City standards and requirements.

The existing City ROW along Railroad Avenue is 39 feet wide. The proposed site plan indicates a shift of the southern edge of the ROW further to the south to create a total proposed ROW width of 42 feet. The intent of this proposed change is to allow for the new concrete sidewalk along Railroad Avenue to be entirely within the City ROW which follows the existing intent of placing a public sidewalk along the public roadway. If the existing Railroad Avenue ROW was to remain unchanged, the proposed sidewalk along this street would be partially within the ROW and partially within private property, which is not favorable from a maintenance and liability perspective.

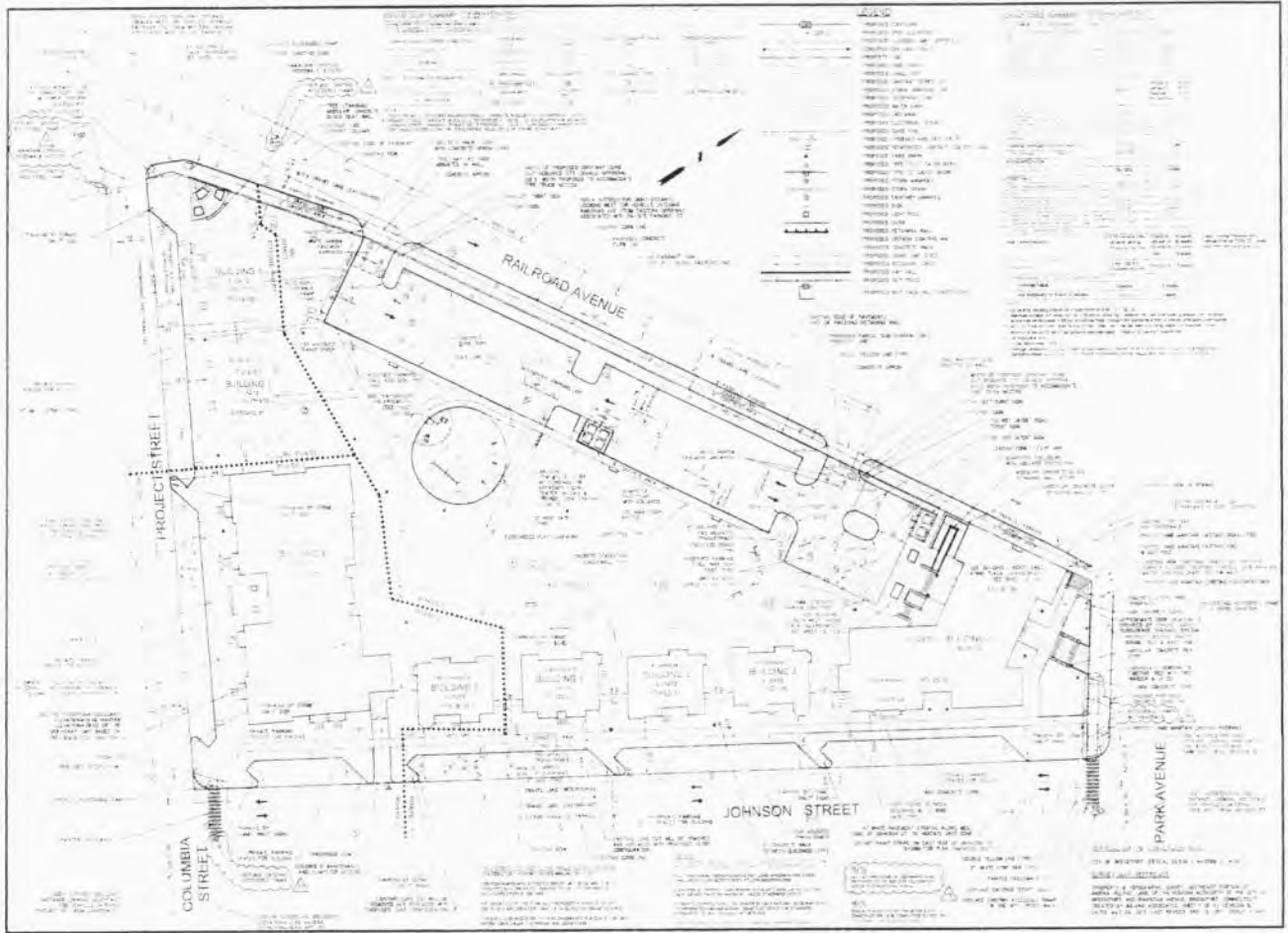
The existing City ROW along Johnson Street is 35 feet wide. The proposed site plan indicates a shift of the northern edge of the ROW further to the north to create a total proposed ROW width of 40 feet. The intent of this proposed change is to allow for the proposed parking stalls along Johnson Street to be entirely on private property, and the roadway adjacent to these parking stalls to be entirely within the City ROW. The zoning requirements for on-site parking count can only be met through the provision of on-site parking stalls. On-street parking spaces cannot be used towards the proposed parking count being provided for the purpose of zoning calculations. Therefore, in order to be able to comply with the Zoning regulations for proposed off-street parking being provided by the development, the spaces along Johnson Street need to be within private property. Relocating the ROW also provides a better separation of City and Private property directly at the end of the proposed parking stalls. If the existing Johnson Street ROW was to remain unchanged, a small portion of the Johnson Street travel lane would be within private property, which is not favorable from a maintenance and liability perspective.

Travel lanes will overlap with the Right Of Way and will be the maintenance responsibility of the City of Bridgeport. This will include, but not limited to, snow removal, sanding, salting, and sweeping. Sidewalks and parking stalls will be on private property and therefore will be maintained by the owner.

Request conversion of Johnson Street from one-way traffic to two-way traffic

The request to convert the street into two-way traffic is to improve accessibility and traffic flow into and around the new development by means of the proposed widening Johnson Street to provide at least 12 feet of travel lane width in both directions and proposed parking off of Johnson Street.

The proposed site plan indicates the conversion of Johnson Street to two-way traffic as part of the proposed work. In the existing condition, Johnson Street functions as a one-way street with traffic flow only permitted in the northeasterly direction. City Council approval of traffic flow in both the northeasterly and southwesterly directions is being requested in order to improve accessibility and traffic flow into and around the new development and the proposed parking off of Johnson Street. Proposed lane widths, pavement markings, and signage constitute a safe and effective two-way configuration. As indicated in the Traffic Impact Study prepared for this project, "a key component of the access scheme to the proposed site, and good modern urban design, is the conversion of Johnson Street from one way eastbound to allow vehicles traveling in both directions. Johnson Street is proposed to be widened to provide at least 12 feet of travel lane width in both directions". Also, "it is the professional opinion of Fuss & O'Neill, Inc. that the proposed development will not have a significant impact to traffic operations within the study area, and that the conversion of Johnson Street to a two-way street is an appropriate, safe, and beneficial improvement to the roadway network."



WINDWARD DEVELOPMENT ASSOCIATES, L.L.C.
 SITE LAYOUT PLAN
 THE WINDWARD APARTMENTS
 10/20/2014

FUSS & O'NEILL
 ARCHITECTS
 1000 W. 10TH STREET, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.8888
 WWW.FUSSANDONEILL.COM

CS-101

Item #106-20

Nomination of Ebony Jackson-Shahed for Appointment to the City's Director of Health Position.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: September 7, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 9/16/21

RECEIVED
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ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 106-20

NOW THEREFORE BE IT RESOLVED, that the Mayor's nomination of Ms. Ebony Jackson-Shaheed to a four (4) year statutory term commencing upon the administration to her of the Oath of Office (and until her successor is chosen and qualified) to the position of Director of Public Health for the City of Bridgeport, CT is hereby confirmed, and this appointment is so approved.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Alfredo Castillo, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: September 7, 2021



JOSEPH P. GANIM
Mayor

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

July 19, 2021

Ms. Ebony Jackson-Shaheed
157 Piper Road
Hamden, CT 06514

**Re: Nomination for Appointment to the Position of Health Director for the
City of Bridgeport, CT / Health Director Employment Agreement**

Dear Ms. Jackson-Shaheed:

Pursuant to Connecticut General Statutes Sec.19a-200(a) and my authority as Mayor under Bridgeport Charter, Chapter 20, § 6, on behalf of the City of Bridgeport and with great pleasure, I hereby officially nominate you for appointment to the position of Director of (Public) Health for the City of Bridgeport, CT.

As you are aware, pursuant to Connecticut General Statutes Sec.19a-200(a) your appointment to the position of Director of Public Health is expressly subject to, and conditioned upon, confirmation by the City's legislative body, the Bridgeport City Council. I am submitting your nomination to the City Council for referral to the Contracts Committee at the August 2, 2021 Council meeting for that legislative body to consider and vote to confirm or reject.

Following City Council confirmation and successful completion of required physical examination, drug testing and background verification, your appointment will become effective immediately upon your being administered the Oath of Office. This may occur as soon as the week of September 5, 2021, assuming the City Council takes final action upon my referral at its September 7, 2021 meeting.

Upon confirmation by the City Council, this appointment is for a four (4) year term, commencing on the date you are sworn into office; and until a successor is nominated and confirmed.

The Health Director position is not affiliated with any collective bargaining unit; and in accordance with Bridgeport Code of Ordinances § 2.36.010 *Officers' Salaries* the initial annual salary for this position upon appointment is \$137,027.00, which will be paid to you on a weekly basis. During the term of your appointment you are entitled to all increases for cost of living as

provided for in Ordinance § 2.36.010. This is a full-time bona fide executive position; and therefore, you will be exempt from entitlement to any overtime pay and are not eligible for compensatory time either to be used for leave or to be accumulated and paid out upon your separation from City service.

As Health Director, you are subject to and shall abide by, all pertinent federal and state statutes and regulations, the City's Charter and Code of Ordinances, as well as all City and departmental official policies, procedures, rules and regulations.

Salary and benefits may be adjusted at the discretion of the Mayor; subject to budgetary authority and within the salary range established by BPT Code of Ordinances, sec. 2.36 *Officers Salaries*, and in accordance with all other applicable ordinances regarding unaffiliated employee salaries and benefits. As a full-time City employee, you are entitled to the standard employee benefits granted to the City's unaffiliated class. Included in this benefits package are:

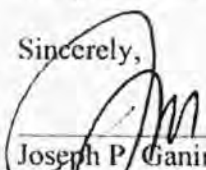
- vacation, sick, personal, holiday and bereavement leave in accordance with those provided to the City's unaffiliated employees;
- health benefits insurance coverage and a term life insurance policy in accordance with those provided to other unaffiliated employees of the City and their spouses and dependents; and short-term disability insurance in accordance with the City's Policy on *Unaffiliated Employee Sick Leave*.

Please be aware that your earnings from this position are not Social Security eligible and thus are not subject to such payroll deductions. For further information, you may visit the Social Security website at www.socialsecurity.gov. The City participates in the Connecticut Municipal Employees Retirement Fund ("CMERS") Plan B, which requires both employer and employee contributions. In addition, you will be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other City employees.

Should you agree to accept this position on these terms (and subject to City Council approval), please sign below and return a copy of this letter to Acting Civil Service Personnel Director Eric Amado at the following address: City of Bridgeport, Civil Service Office, 45 Lyon Terrace, Room 106, Bridgeport, CT 06604.

I look forward to working with you in your new position to ensure the continued health and well-being of all the residents of Bridgeport.

Sincerely,

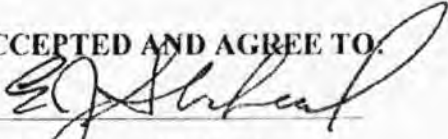


Joseph P. Ganim, Mayor

cc: Deidre S. Gifford, MD, MPH, Acting Commissioner CT DPH
Daniel Shamas, Chief of Staff
Eric Amado, Acting Civil Service Personnel Dir.

R. Christopher Meyer, City Attorney

ACCEPTED AND AGREE TO.



Ebony Jackson-Shaheed

DATED: July 19, 2021

EBONY JACKSON-SHAHEED, MPH
EPIDEMIOLOGIST
(862) 823-6453
bayyanj@yahoo.com

QUALIFICATIONS

- Statistical analysis: Familiarity with statistical computing systems including Redcap, SAS, and SPSS.
- Team facilitation skills used to collaborate with scientists at state, and federal agencies concerning research initiatives.
- Research coordination and data collection.
- Experience with medical journal writing.
- Consultant member of Yale research and design analytic clinic.
- Post graduate fellowship at Yale University Epilepsy Center of Research/ VA Healthcare System in West Haven CT.

RESEARCH INTERESTS

- Infectious disease
- Chronic Disease

RESEARCH EXPERIENCE

POST GRADUATE FELLOW/Research coordinator, Yale University/ VA Healthcare System: Neurology (Epilepsy Research Center), New Haven CT. 5/19– 4/21

- Evaluate and perform data collection/analysis with a focus on data accuracy and integrity.
- Quality control and data utilization methods used to study epidemiological problems and issues.
- Utilize data science as a methodology to support trends and outcomes for specific disease categories, diagnoses, and treatment plans, to improve quality of care and predictability.
- Research coordination including IRB process, annual/quarterly reports to DoD funding source.
- Consultant member for research and design clinic; providing consultation on crafting aims, developing study methods, creating analysis plans, preparing investigators for potential funding sources.

Publications:

- Altalib H. H., Galluzzo D., Argraves S., Goulet J., Bornovski Y., Cheung K. H., Jackson-Shaheed E., Tolchin B., Fenton B. T., Pugh M J. (2019). Managing Functional Neurological Disorders: Protocol of a Cohort Study on Psychogenic Non-Epileptic Seizures Study. *Neuropsychiatric disease and treatment*, 15, 3557–3568. <https://doi.org/10.2147/NDT.S234852>

Abstracts:

- Bornovski Y, Argraves S, Jackson-Shaheed E, Tolchin B, Goulet J, Cheung K, Hitchins A, Altalib H. (2020). Psychosis and Seizures in the Veteran Population. *Neurology*, 4651; 94 (15 Supplement)
- Hajjar A, Jackson-Shaheed E, Hirsch L, Altalib H. Incidence of Anti-Epileptic Drug Related Falls. *Neurology* Apr 2020, 94 (15 Supplement) 5344
- Galluzzo D, Argraves S, Jackson Shaheed E, Goulet J, Brandt C, Pugh M J, Altalib H. How Effective is Standard Mental Health Treatment for the Prevention of PNES: A Preliminary Study? *Neurology* Apr 2019, 92 (15 Supplement) S3.004

Conferences:

- Variations in attitudes towards suicidal behavior and mental health professionals among religions: A preliminary analysis. *Advancing Muslim American Health Priorities*, University of Chicago Oct. 2019

RESEARCH ASSISTANT, VA Healthcare System: Neurology, West Haven CT.**8/16-5/19**

- Work in partnership with collaborating scientists and data mining team to support research study goals in design plan of epidemiologic studies, surveys and investigations.
- Complete clinical trial requirements (phases) of IRB documentation, consents, patient recruitment methods, patient screening, and patient evaluation during trial phases.
- Complies with all ethical guidelines for scientific and human subjects' research.

WORK EXPERIENCE**BEHAVIORIST, Marrakech Inc., Woodbridge, CT****3/14 – 2/17**

- Developed treatment plans through observational functional analysis and conducted PRC/HRC presentations.
- Tracked and monitored behaviors and medication dosage with a focus on improved patient outcomes.
- Provided various consultations and demonstrate Applied Behavior Analysis interventions.

PROGRAM MANAGER, (Community Health Worker Program) SAFE SPACE, Queens, NY**11/12–1/14**

- Managed 4-10 community health workers in addition to other maternal child health program employees as needed.
- Supervised program operations, attended trustee meetings, completed monthly reports.
- Managed daily outreach, health workshops, community events, and built community partnerships that would allow program participants access to health and social services.

SCIENCE TEACHER, Al Madinah School, Brooklyn, NY**8/09-6/11**

- Evaluated and revised lesson plans and course content to facilitate and moderate classroom discussions and student-centered learning.
- Enhanced student learning by optimizing wide range of instructional approaches and innovative classroom activities.
- Kept students on task with proactive behavior modification and positive reinforcement strategies.

PATIENT CARE ASSOCIATE, St. Joseph Hospital, Paterson, NJ**7/06-6/09**

- Responsible for assisting patients with activities of daily living, provides basic care to acutely ill patients.
- Assisted in the maintenance of a safe and clean environment.
- Performed EKG's and Phlebotomy/blood drawing venipuncture.

EDUCATION**SUNY DOWNSTATE MEDICAL CENTER, School of Public Health, Brooklyn, NY****2019****Master of Public Health in EPIDEMIOLOGY****MONTCLAIR STATE UNIVERSITY, School of Health Sciences & Education, Montclair, NJ****2009****Bachelor of Science in Health Education****NJ TEACHING CERTIFICATION, Health Education k-12****2009****PASSAIC COUNTY COMMUNITY COLLEGE, PCA/PCT (Patient Care Associate/Patient****2006****Care Technician) diploma**



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

Item No. *59-20 Consent Calendar

A Resolution Authorizing the Disposition of Three (3) City-Owned Properties

WHEREAS, in order to increase the City's grand list and to address blighted conditions and to advance economic development and neighborhood stabilization, the Office of Planning and Economic Development ("**OPED**") seeks authority to dispose of the following three (3) City-owned properties:

1503 State Street #Rear (MBLU # 19/1233/20/A);
33-35 Lee Avenue (MBLU# 20/1151/31);
1564 Seaview Avenue (MBLU# 43/749/01);

(hereinafter referred to collectively as the "**Properties**")

WHEREAS, OPED seeks authority to dispose of the Properties per the following specific terms:

1503 State Street #Rear:

- to transfer this West End Redevelopment site via long term ground lease with 100% upfront payment to abutting owner (of 1501 State Street) for \$90,000 as per appraisal;

33-35 Lee Avenue

- to sell this vacant parcel to abutting owner (of 29 Lee Avenue) for \$8,000 as per appraisal

1564 Seaview Avenue

- to sell or ground lease this abandoned factory via public RFP process;

(hereinafter referred to as the "**Disposition Terms**")

NOW, THEREFORE BE IT RESOLVED, that the City Council authorizes the disposition and transfer of the Properties as per the Disposition Terms, and authorizes the Director of OPED to execute any contracts or agreements and/or to take any other such necessary actions consistent with, and to effectuate the purposes of, this resolution.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *59-20 Consent Calendar

-2-

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



City Council Date: June 7, 2021
Tabled by Full Council: June 7, 2021
Resubmitted: July 6, 2021
Tabled by Full Council: July 6, 2021
Resubmitted: August 2, 2021
Tabled by Full Council: August 2, 2021
Resubmitted: September 7, 2021
Tabled by Full Council: September 7, 2021
Resubmitted: September 20, 2021

1503 STATE ST #REAR

Location 1503 STATE ST #REAR

Mblu 19/ 1233/ 20/A /

Acct# E-0172800

Owner BRIDGEPORT CITY OF

Assessment \$101,490

Appraisal \$144,990

PID 10045

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2019	\$8,670	\$136,320	\$144,990

Assessment			
Valuation Year	Improvements	Land	Total
2019	\$6,070	\$95,420	\$101,490

Owner of Record

Owner BRIDGEPORT CITY OF
 Co-Owner PLANNING & ECONOMIC DEV
 Address 999 BROAD ST
 BRIDGEPORT, CT 06604

Sale Price \$0
 Certificate
 Book & Page 4473/0121
 Sale Date 12/11/2000
 Instrument

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		4473/0121		12/11/2000
	\$0		1327/0288		12/28/1965

Building Information

Building 1 : Section 1

Year Built:
 Living Area: 0
 Replacement Cost: \$0
 Building Percent Good:
 Replacement Cost
 Less Depreciation: \$0

Building Photo

Building Attributes

Field	Description



Style	Vacant Land
Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Fireplaces	
Usrflid 103	
Usrflid 104	
Usrflid 105	
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Usrflid 108	
Usrflid 101	
Usrflid 102	
Usrflid 300	
Usrflid 301	



(<http://images.vgsi.com/photos2/BridgeportCTPhotos/A0010716189.JPG>)

Building Layout

(ParcelSketch.ashx?pid=10045&bid=10045)

Building Sub-Areas (sq ft)

Legend

No Data for Building Sub-Areas

Extra Features

Extra Features

Legend

No Data for Extra Features

Land

Land Use

Use Code 920
 Description Mun Lnd Com
 Zone ILI
 Neighborhood IC
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 0.48
 Frontage 0
 Depth 0
 Assessed Value \$95,420
 Appraised Value \$136,320

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph			4725.00 SF	\$7,090	1
FN1	Fence, Chain	6	6 ft	226.00 LF	\$1,580	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$8,670	\$136,320	\$144,990
2017	\$8,670	\$136,320	\$144,990
2016	\$8,670	\$136,320	\$144,990

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$6,070	\$95,420	\$101,490
2017	\$6,070	\$95,420	\$101,490
2016	\$6,070	\$95,420	\$101,490

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION	
BRIDGEPORT CITY OF PLANNING & ECONOMIC DEV 999 BROAD ST		1233-20A Census Tr CENT710		1233-20A Census Tr CENT710		1233-20A Heart Abstract Freeze		Special Dis Assoc Pid#	
BRIDGEPORT CT 06604		GIS ID 1233-20A							

RECORD OF OWNERSHIP		BX-VOL/PAGE		SALE DATE		QU VI		SALE PRICE		VC	
BRIDGEPORT CITY OF		4473 0121 1327 0288		12-11-2000 12-28-1965		U I U I		0 0			
Total		101,490.00									

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Code	Description	Amount
2015	BAAX		101490.00
Total		101,490.00	

ASSESSING NEIGHBORHOOD		NOTES	
Nbhd	IC		
THIS PARCEL WAS FORMERLY 623 HANCOCK AV MAP VOL 54 PAGE 249 COMBINED 62 LESBIA ST HERE FOR 2011 G/L BLOCK/LOT 1233/2			

BUILDING PERMIT RECORD		BUILDING PERMIT RECORD	
Permit Id	Issue Date	Type	Description
Total		101,490.00	

APPROAISED VALUE SUMMARY		APPROAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	0	Appraised Bldg. Value (Card)	0
Appraised Xf (B) Value (Bldg)	0	Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	8,670	Appraised Ob (B) Value (Bldg)	8,670
Appraised Land Value (Bldg)	136,320	Appraised Land Value (Bldg)	136,320
Special Land Value	0	Special Land Value	0
Total Appraised Parcel Value	144,990	Total Appraised Parcel Value	144,990
Valuation Method	C	Valuation Method	C

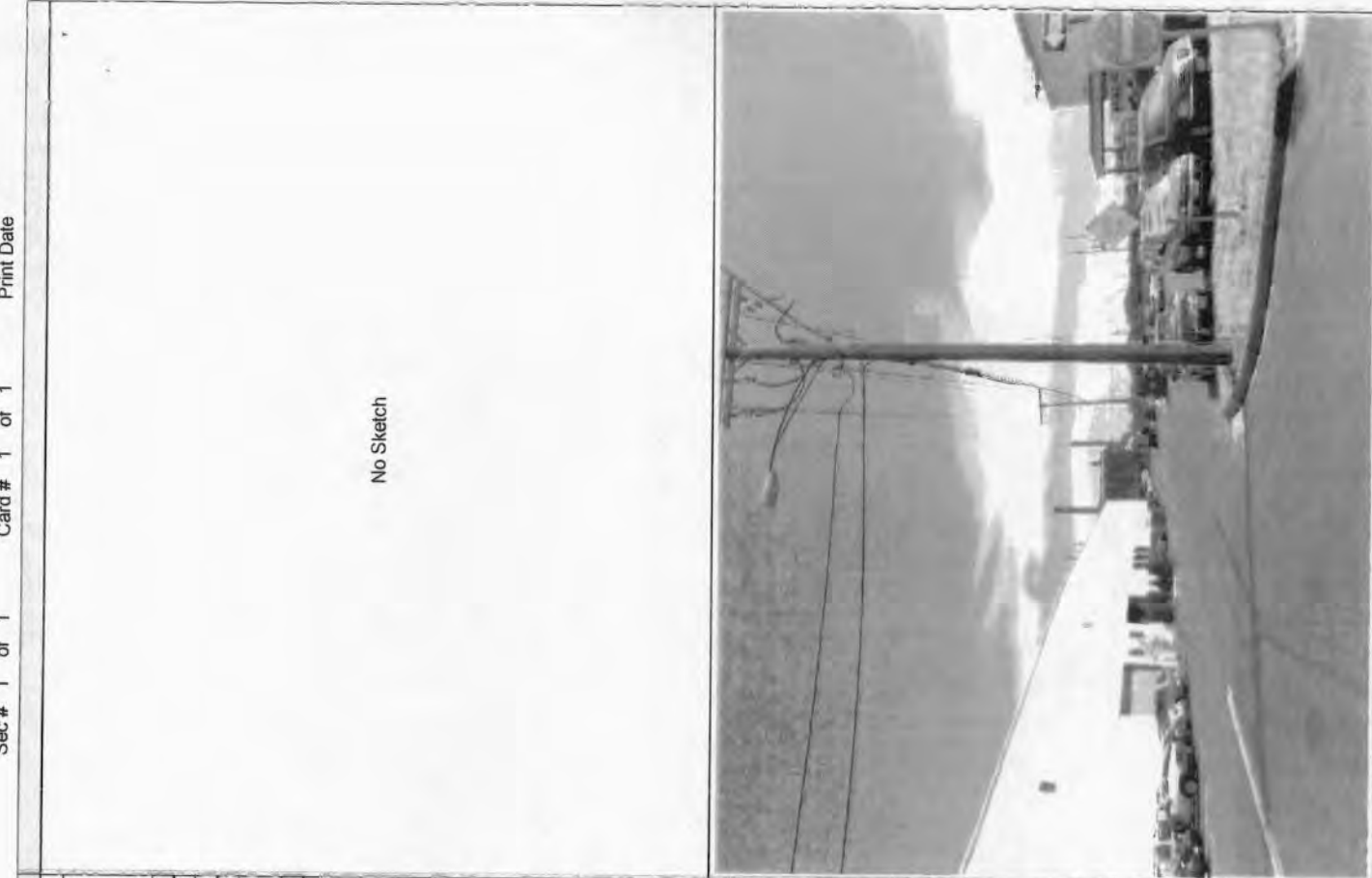
CURRENT ASSESSMENT		CURRENT ASSESSMENT	
Description	Code	Assessed	Year
Ex Com Ln	21	95,420	2018
Ex Vc Otb	55	6,070	2017
Total	144,990	Total	101,490

PREVIOUS ASSESSMENTS (HISTORY)		PREVIOUS ASSESSMENTS (HISTORY)	
Year	Code	Assessed	Year
2019	21	95,420	2018
2018	55	6,070	2017
Total	101,490	Total	101,490

VISIT / CHANGE HISTORY		VISIT / CHANGE HISTORY	
Date	Id	Type	Is
12-14-2011	RK	07	
08-26-2008	AD	91	12
07-16-2008	JB	00	91
06-18-1991	AP	A	00
Purpos/Result Change - Map Filed Com Field Review Measured & Listed Inside Inspection			

LAND LINE VALUATION SECTION		LAND LINE VALUATION SECTION	
B Use Code	Description	Zone	Land Type
1 920	Mun Lnd Com	ILI	
Unit Price	Size Adj	Site Index	Cond.
8.21	1.00000	1.00	IC
Land Units	20,757 SF	Nbhd. Adj	0.800
Parcel Total Land Area	0.4765		
Total Card Land Units	20,757 SF		
Total Land Value	136,320		

VISION



CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)									
Element	Cd	Element	Description								
Style:	99										
Model	00										
Grade:											
Stories:											
Occupancy:											
Exterior Wall 1:											
Exterior Wall 2:											
Roof Structure:											
Roof Cover:											
Interior Wall 1:											
Interior Wall 2:											
Interior Fir 1:											
Interior Fir 2:											
Heat Fuel:											
Heat Type:											
AC Type:											
Total Bedrooms											
Total Full Baths											
Total Half Baths											
Total Xtra Fixtrs											
Total Rooms											
Bath Style:											
Kitchen Style:											
Fireplaces											
Fin Bsmt Area											
Fin Bsmt Qualit											
Bsmt Garages											
CONDO DATA											
Parcel Id	C	Ownr	S								
Adjust Type	Code	Description	Factor%								
Condo Fir											
Condo Unit											
COST / MARKET VALUATION											
Building Value New											
Year Built											
Effective Year Built											
Depreciation Code											
Remodel Rating											
Year Remodeled											
Depreciation %											
Functional Obsol											
External Obsolescence											
Trend Factor			1.000								
Condition %											
Percent Good											
RCNLD											
Dep % Ovr											
Dep Ovr Comment											
Misc Imp Ovr											
Misc Imp Ovr Comment											
Cost to Cure Ovr											
Cost to Cure Ovr Comment											
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond.	Cd	% Cd	Grade	Grade Adj.	Appr. Value
PAV1	Paving Asph	L	4,725	3.00	1993			50	0.00	0.00	7,090
FN1	Fence, Chain	L	226	14.00	1991			50	0.00	0.00	1,580
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value					
		0	0	0	0	0					
Ttl Gross Liv / Lease Area		0	0	0	0	0					

No Sketch



City of Bridgeport

My Map

Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate



1:426



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THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS 1984 Web_Mercator_Auxiliary_Sphere
Created by Connecticut Metropolitan Council of Governments



November 16, 2020

Mr. Max Perez
Director of Business Development
City of Bridgeport
Office of Planning & Economic Development
999 Broad Street
Bridgeport, Connecticut 06604

Re: 1503 State Street (rear)
Bridgeport, Connecticut
City of Bridgeport Planning
& Economic Development
Appraisal of Land

Dear Mr. Perez:

In accordance with your request, I have completed an appraisal of the above captioned property, for the purpose of estimating the Market Value of the Fee Simple Estate as of November 2, 2020.

The intended user of this appraisal report is The City of Bridgeport, Department of Economic Development. The appraisal will be used for the negotiation of a possible sale.

The property consists of a rectangular shaped lot, with frontage on Lesbia Street and Hancock Avenue. The total land area is estimated to be approximately 17,845 square feet or .41 Acres. It should be noted, that the Tax Assessor shows a much larger land area of 20,757 square feet which is incorrect based on a field measurement. Your appraiser suggests that a survey be performed to determine the actual square footage of the site.

The lot is vacated gravel/asphalt covered lot, with minimal site improvements. Site improvements are limited to anodized steel fencing around the perimeter.

The site is currently used for off street parking by DeYulio's Sausage Company.

The general neighborhood is dominated by large industrial companies such as DeYulio's Sausage Company, ACDO Granite, and Fuel Cell Technologies.

In estimating the Market Value of the Fee Simple Estate, I utilized the Direct Sales Comparison Approach to Value.

My estimate of Market Value assumes that the property is Environmentally Clean.

As a result of my market research and the application of acceptable appraisal procedures, it is my opinion that the Market Value of the Fee Simple interest of the subject property, as of November 2, 2020 is:

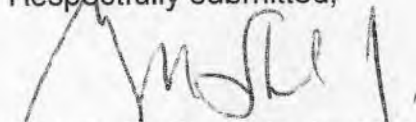
\$90,000
NINETY THOUSAND DOLLARS

This report has been prepared in accordance with regulations for Appraisal Reports as set forth under Standards Rules 2-2 (a) of the Uniform Standards of Professional Appraisal Practice, as adopted by the Appraisal Institute (USPAP) and with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

The undersigned appraiser of this report has the experience and competency to complete this report in accordance with the competency provision in the USPAP.

Your attention is invited to the appraisal report which follows and to the photographs and maps which are also made a part of this report.

Respectfully submitted,



George M. Shawah, Jr., MAI
President

RCG.0000557

Exp. Date: April 30, 2021

33 LEE AV #35

Location 33 LEE AV #35

Mblu 20/ 1151/ 31/ /

Acct# EB-0011000

Owner BRIDGEPORT CITY OF

Assessment \$14,280

Appraisal \$20,390

PID 8772

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$350	\$20,040	\$20,390
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$250	\$14,030	\$14,280

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address EXEMPT PARCEL N/A
 BRIDGEPORT, CT 0

Sale Price \$0
Certificate
Book & Page 0000/0000
Sale Date
Instrument

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		0000/0000		

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:
Replacement Cost Less Depreciation: \$0

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land
Model	

Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Piraplaacs	
Usrflid 103	
Usrflid 104	
Usrflid 105	
Fin Bsmt Area	
Fin Bsmt Quality	
Num Pkpk	
Bsmt Garages	
Usrflid 108	
Usrflid 102	



(http://images.vgsi.com/photos2/BridgeportCT/Photos/\00\09\51\51.jpg)

Building Layout

(ParcelSketch.ashx?pid=8772&bid=8772)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 921

Land Line Valuation

Size (Acres) 0.07

Description Mun Lnd Res
Zone RC
Neighborhood 0540
Alt Land Appr No
Category

Frontage 0
Depth 0
Assessed Value \$14,030
Appraised Value \$20,040

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FN1	Fence, Chain	4	4 ft	64.00 LF	\$350	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2017	\$350	\$20,040	\$20,390
2016	\$350	\$20,040	\$20,390
2015	\$350	\$20,040	\$20,390

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$250	\$14,030	\$14,280
2016	\$250	\$14,030	\$14,280
2015	\$250	\$14,030	\$14,280

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CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description	Element	Cd	Description
Style: Model Grade: Stories: Occupancy: Exterior Wall 1: Exterior Wall 2: Roof Structure: Roof Cover: Interior Wall 1: Interior Wall 2: Interior Flr 1: Interior Flr 2 Heat Fuel: AC Type: Total Bedrooms Total Full Baths Total Half Baths Total Xtra Fixrs Total Rooms Bath Style: Kitchen Style: Fireplaces Fin Bsmt Area Fin Bsmt Qualit Bsmt Garages	99 00	Vacant Land Vacant			
CONDO DATA					
Parcel Id			C		Owne
Adjust Type			B		S
Condo Flr					Factor %
Condo Unit					
COST/MARKET VALUATION					
Building Value New					1,000
Year Built					
Effective Year Built					
Depreciation Code					
Remodel Rating					
Year Remodeled					
Depreciation %					
Functional Obsol					
External Obsolescence					
Trend Factor					
Condition					
Condition %					
Percent Good					
RCNLD					
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

CG - OUTBUILDING & YARD ITEMS (LIVE - BUILDING EXTRA FEATURES)

Code	Description	L/B	Units	Unit Price	Yr Bld	Cond.	Cd	% Cd	Grade	Grade Adj.	Appr. Value
FN1	Fence, Chain	L	64	11,000	1993			50		0.00	350

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
		0	0	0	0	0
Ttl Gross Liv / Lease Area		0	0	0	0	0



No Sketch

Property Location 33 LEE AV #35
 Vision ID 8772

Map ID 20/1151/31/1
 Bldg # 1

Account# EB-0411000

Card # 1 of 1

State Use 921
 Print Date 7/19/2019 2:53

CURRENT OWNER
 BRIDGEPORT CITY OF

EXEMPT PARCEL N/A

BRIDGEPORT CT 0

UTILITIES
 TOPO
 All Pld ID 1151-31
 Census Tr CEN709
 Health District 200-240
 Freeway

LOCATION
 Description
 Ex Res Ln
 Ex Res Contb

APPRaisal
 Code 11
 14

Assessed
 14,030
 250

BRIDGEPORT, CT

VISION

RECORD OF OWNERSHIP

Year	Code	Year	Code	Year	Code	Total
2015	BAAX	2017	11	2018	11	14,280.00
		2017	14	2018	14	
				2018	14	
						14,280.00

EXEMPTIONS

Year	Code	Description	Amount
2015	BAAX		14,280.00
			14,280.00

OTHER ASSESSMENTS

Year	Code	Description	Number	Amount
2015	BAAX			14,280.00
				14,280.00

ASSESSING NEIGHBORHOOD

Nbhd	Name	Tracing
005		

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Unit Price	Size Adj	Site Index	Contd	Nbrhd	Nbrhd Adj	Parcel Total Land Area	Total Card Land Units
1	921	Mun Lnd Res	RC		15.32	1.8000	5	0.00	0548	0.820	0.05892	3.015 SF

APPRaised VALUE SUMMARY

Appraised Bldg. Value (Card)	Appraised Xf. (B) Value (Bldg)	Appraised Db. (E) Value (Bldg)	Appraised Land Value (Bldg)	Serial Land Value	Total Appraised Parcel Value
					20,390

VISIT CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpose/Result
05-24-2008	DWM			98	Res Field Re-iew
05-14-2008	BS	01		99	Vacant Lot Insp.
03-09-1501	ICC			A	Inside Inspection



Leaflet

1:213



WGS, 1984 Web Mercator Auxiliary Sphere
Created by Connecticut Metropolitan Council of Governments

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate





APPRAISAL OF REAL PROPERTY

LOCATED AT:

33 Lee Ave # 35

Bridgeport, CT 06605

FOR:

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

AS OF:

March 4, 2020

BY:

Daniel Conte
Baldwin Pearson & Company Inc.
10 Middle Street
Bridgeport, CT 06604

Baldwin Pearson & Company Inc.
10 Middle Street
Bridgeport, CT 06604

March 5, 2020

City of Bridgeport
999 Broad Street
Bridgeport, CT

Re: Property: 33 Lee Ave # 35
Bridgeport, CT 06605
Client: City of Bridgeport

In accordance with your request, we have performed an exterior/curbside observation of the above referenced property. The Appraisal Report is attached. Extraordinary Assumptions were used in this assignment.

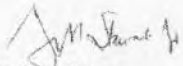
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership as of **March 4, 2020**.

This report is based on a limited analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached. Based on additional considerations as outlined in the report, we have the estimated the value to be:

EIGHT THOUSAND DOLLARS
(\$8,000.00)

Sincerely,



George M. Shawah, Jr., MAI
State of Connecticut
Certified General Appraiser RCG 557

Borrower: City of Bridgeport
Property Address: 33 Lee Ave # 35
City: Bridgeport
County: Fairfield
State: CT
Zip Code: 06605
Census Tract: 0709.00
Map Reference: N/A
Legal Description: n/a
Date of Sale: N/A
Loan Term: N/A yrs
Property Rights Appraised: Fee Leasehold De Minimis PUD
Actual Real Estate Taxes: Exempt (yr)
Loan charges to be paid by seller: N/A
Other sales concessions: N/A
Lender/Client: City of Bridgeport
Address: 999 Broad Street, Bridgeport, CT
Appraiser: Daniel Conte
Instructions to Appraiser: Estimate Market Value

Location: Urban Suburban Rural
Built Up: Over 75% 25% to 75% Under 25%
Growth Rate: Fully Dev. Rapid Steady Slow
Property Values: Increasing Stable Declining
Demand/Supply: Shortage In Balance Oversupply
Marketing Time: Under 3 Mos. 4-6 Mos. Over 6 Mos.

Present Land Use: 20% One-Unit, 15% Industrial, 30% 2-4 Unit, 10% Apts, 5% Condo, 15% Commercial
Change in Present Land Use: Not Likely Likely (*) Taking Place (*)
Predominant Occupancy: Owner Tenant Vacant
One-Unit Price Range: \$ N/A to \$ N/A
One-Unit Age Range: N/A yrs. to N/A yrs. **Predominant Age:** N/A yrs.

Comments: residential/industrial area of the City in the West End. It has average appeal in the market. It is convenient to transportation routes as well as all required services.

Dimensions: See GIS Map
Zoning Classification: RC 2,700 SF/Dwelling Unit
Area: 0.07 Acres
Corner Lot:

Highest and Best Use: Present Use Other (specify) Improve as per regulations
Public Improvements: Do Do Not Conform to Zoning Regulations

Site:
Topo: Level
Size: 0.04 Acres
Shape: Rectangular
View: Industrial/Residential
Drainage: Assumed Adequate
Is the property located in a FEMA Special Flood Hazard Area? Yes No

Comments: The subject has all required services at the street. The most probable user is an adjacent property owner. The site appears level.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	33 Lee Ave # 35 Bridgeport, CT 06605	41 Lee Ave Bridgeport, CT 06605	55 Bunnell St Bridgeport, CT 06607	319 Wilmot Ave Bridgeport, CT 06607
Proximity to Subject		0.01 miles N	2.11 miles E	2.33 miles E
Sales Price	\$ N/A	\$ 11,000	\$ 10,000	\$ 10,000
Price \$/SF Adj		\$ 3.16/sf	\$ 3.28/sf	\$ 2.55/sf
Data Source(s)	TH/Observation	Pub Rec V:9853 P:0077	Pub Rec V:10123 P:161	Pub Rec V:10009 P:121
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale/Time Adj.	N/A	7/13/18	11/15/19	5/1/19
Location	Average	Average	Average	Average
Siz/View	0.07 Acres	0.08 Ac/Res	0.07 Ac/Res	0.09 Ac/Res
Zone	RC	RC	RC	RBB
Approved Lot	No	No	No	No
Legal/Survey	Fair	Average	Average	Average
See Addenda		-2,500	-2,500	-2,500
Sales or Financing Concessions	N/A			N/A
Net Adj. (Total)		\$ -2,500	\$ -2,500	\$ -2,500
Indicated Value of Subject		\$ 8,500	\$ 7,500	\$ 7,500
Comments on Market Data	Use of older data is warranted as it is on the subject street.			

Comments and Conditions of Appraisal: Refer to the addenda section which is an integral part of the report regarding the rational in developing this appraisal assignment and the use of an Extraordinary Assumptions.

Final Reconciliation: All weight was assigned to the Sales Comparison Approach to value. Income Approach and the Cost Approach were considered but not developed. The weighted and rounded to the closest \$1,000 increment.

I (WE) ESTIMATE THE MARKET VALUE AS DEFINED OF THE SUBJECT PROPERTY AS OF: March 4, 2020 **TO BE:** \$ 8,000

Appraiser: Daniel Conte
Date of Signature and Report: March 5, 2020
Title: MAI
Supervisory Appraiser (if applicable): George M. Shawah, Jr., MAI
Date of Signature: March 5, 2020
Title: MAI
State Certification #: RCR 0000131 **ST CT**
Dr State License #: RCG 557 **ST CT**
Expiration Date of State Certification or License: 04/30/2020
Expiration Date of State Certification or License: 04/30/2020
Date of Inspection (if applicable): March 4, 2020
 Did Did Not Inspect Property **Date of Inspection:**

Supplemental Addendum

File No. N/A

Client	City of Bridgeport					
Property Address	33 Lee Ave # 35					
City	County	Fairfield	State	CT	Zip Code	06605
Client	City of Bridgeport					

• Land : Market Data Comments

The comparable sales are non conforming lots and based on setback requirements as well as lot size and may not allow for development. The subject lot is smaller than the zone permits and based on its size and required setback issues, it is unlikely that any structure would return enough value to the land to be considered reasonable. Parcels like these are typically purchased by adjacent property owners.

EXTRAORDINARY ASSUMPTION

The appraiser is making an extraordinary assumption that the property being appraised is safe of any environmental/organic contaminants and that all information provided in this analysis is assumed to be accurate.

Adjustment for Legal/Survey

In looking at the property and the GIS Map it appears that there is an encroachment. Fencing from an adjacent property appears to encroach on the subject site. The adjustment applied reflects the cost of performing a survey and title search to determine an accurate legal description. There was no volume and page provided on the Field Card and a title search is beyond the scope of this assignment.

FIRREA / USPAP ADDENDUM

Client: City of Bridgeport
 Property Address: 33 Lee Ave # 35
 City: Bridgeport County: Fairfield State: CT Zip Code: 06605
 Client: City of Bridgeport

Purpose:
 Estimate Market Value

Scope:
 The appraiser relied on information from files maintained in the appraisers office, knowledge of the market, Town Hall records, electronic media and MLS data, client information which are assumed to be accurate. The appraiser analyzed not only current market conditions but also historical evidence. Sales that were considered appropriate comparables were further analyzed and the best sales were utilized in this appraisal report. All approaches to value were considered and developed if appropriate for this assignment. The subject's market area, site and improvements were analyzed. If appropriate, a highest and best use analysis was developed. The appraiser considered all factors that impact the subject either positively or negatively. The final reconciliation considers all of the data necessary to competently complete this appraisal assignment.

Intended Use / Intended User:
 The intended use of this appraisal report is to establish a value for sale. This appraisal report was prepared for Max Perez, City of Bridgeport, CT, the client referenced in the report and/or their assigns and is not intended for reliance by parties who as a matter of law or local custom may obtain a copy of said report. Further, the work product contained in the appraisal report is the property of the appraiser while the report is the property of the client. Any use of this report without the expressed written permission of the appraiser is prohibited.

History of Property:
 Current listing information: The property is not nor has it been listed in the last 12 months.

Prior sale: No sale price was recorded.

Exposure Time / Marketing Time:
 Reasonable exposure time is estimated to be under 180 days at a use and value consistent with the findings in this report.

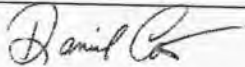
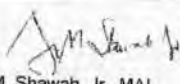
Personal (non-realty) Transfers:
 Personal property was not considered in the final value estimate for the subject.

Additional Comments:
 By this extraordinary assumption, it is assumed that the subject being appraised is free of any environmental/organic contamination and that all information gathered in this appraisal investigation is accurate.

• FIRREA/USPAP Addendum: Additional Comments
 The appraiser is making an extraordinary assumption that the property being appraised is safe of any environmental/organic contaminants and that all information provided in this analysis is assumed to be accurate. Information regarding the subject was taken from the Tax Assessor's field card as well as the appraiser's exterior inspection. Properties built before 1978 may have been built or maintained with substances that are considered toxic by today's standards. The appraiser recommends that the subject be tested if the client so chooses.

It is assumed that all required building permits and/or certificates of occupancy have been obtained regarding any of the improvements on the subject property except as noted in the report. Any research, historical or otherwise, required to confirm the existence of permits is considered to be beyond the scope of this appraisal assignment and the appraiser assumes no responsibility if any necessary building permits and/or certificates of occupancy have not been issued. Any workmanship in the subject property is assumed to have been done in accordance with state and local building codes and other applicable regulations and the appraiser assumes no responsibility if it has not.

- Certification Supplement
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.
 3. The appraiser represents that he has the knowledge and experience to competently complete this assignment.
 4. The appraiser represents that to the best of his knowledge he has not performed professional services relative to the subject property within the last three years.

Appraiser(s):  Daniel Conte
 Effective date / Report date: March 4, 2020/March 5, 2020
 Supervisory Appraiser(s):  George M. Shawah, Jr., MAI
 Effective date / Report date: March 4, 2020/March 5, 2020

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

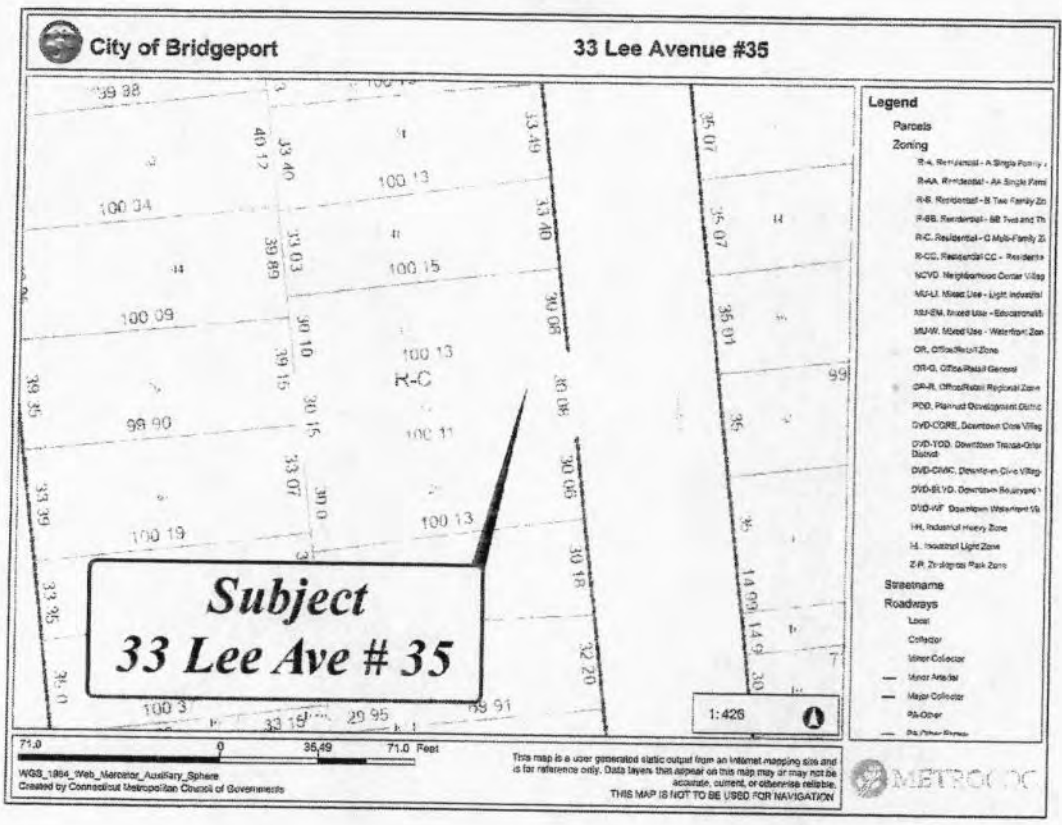
A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us any time if you have any questions about the confidentiality of the information that you provide to us.

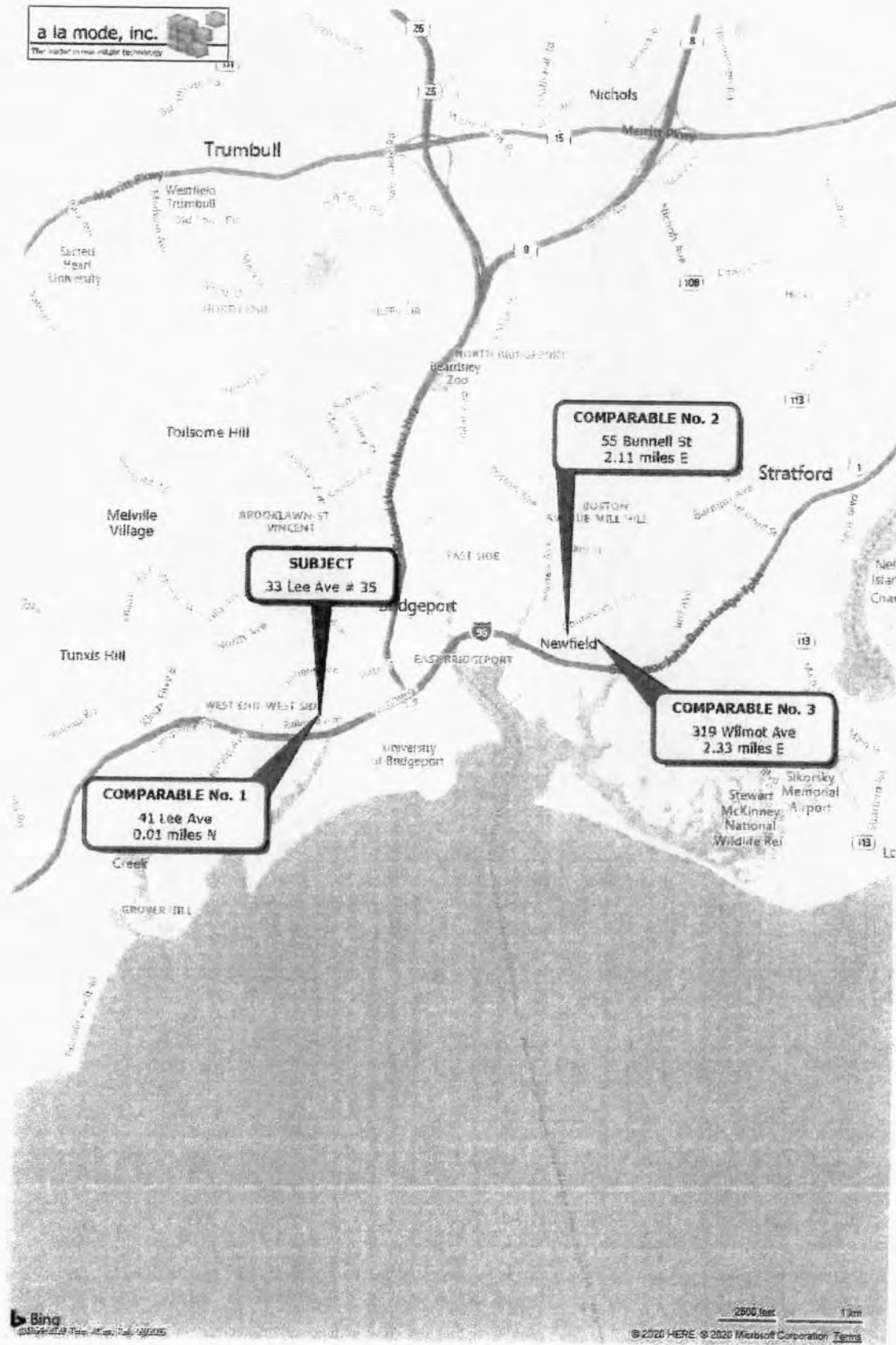
GIS Map



Location Map

Client	City of Bridgeport						
Property Address	33 Lee Ave # 35						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06605
Client	City of Bridgeport						

The location of the comparables are based on a mapping program out of the control of the appraiser and is assumed accurate.



Subject Photo Page

Client	City of Bridgeport				
Property Address	33 Lee Ave # 35				
City	Bridgeport	County	Fairfield	State	CT
Client	City of Bridgeport	Zip Code	06605		



Subject Front

33 Lee Ave # 35

N/A

Average
0.07 Acres

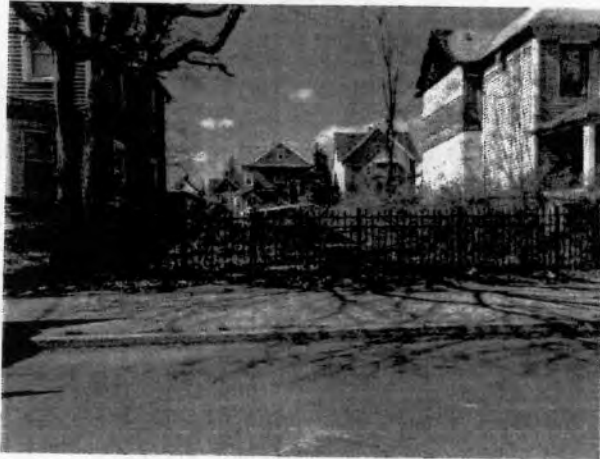
Subject Rear



Subject Street

Comparable Photo Page

Client	City of Bridgeport				
Property Address	33 Lee Ave # 35				
City	Bridgeport	County	Fairfield	State	CT
Client	City of Bridgeport			Zip Code	06605



Comparable 1

41 Lee Ave
 Proximity 0.01 miles N
 Sale Price 11,000



Comparable 2

55 Bunnell St
 Proximity 2.11 miles E
 Sale Price 10,000

MLS Photo



Comparable 3

319 Wilmot Ave
 Proximity 2.33 miles E
 Sale Price 10,000

MLS Photo

Assumptions, Limiting Conditions & Scope of Work

File No.: N/A

Property Address: 33 Lee Ave # 35 City: Bridgeport State: CT Zip Code: 06605
 Client: City of Bridgeport Address: 999 Broad Street, Bridgeport, CT 06604
 Appraiser: Daniel Conte Address: 10 Middle Street, Bridgeport, CT 06604

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

In the development and reporting of the appraisal assignment, the appraiser utilized Extraordinary Assumptions and a Hypothetical Condition.

Certifications & Definitions

Property Address: 33 Lee Ave # 35	City: Bridgeport	File No.: N/A	State: CT Zip Code: 06605
Client: City of Bridgeport	Address: 999 Broad Street, Bridgeport, CT 06604		
Appraiser: Daniel Conte	Address: 10 Middle Street, Bridgeport, CT 06604		

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I 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.
- Unless otherwise indicated, I 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 acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My 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 directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.


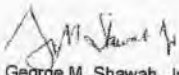
Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Max Perez	Client Name: City of Bridgeport
E-Mail:	Address: 999 Broad Street, Bridgeport, CT 06604
APPRAISER	
 Appraiser Name: Daniel Conte Company: Baldwin Pearson & Company, Inc. Phone: 203-335-5117 Fax: 203-335-5119 E-Mail: baldwinpearson@aol.com Date Report Signed: March 5, 2020 License or Certification #: RCR 0000131 State: CT Designation: Expiration Date of License or Certification: 04/30/2020 Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop) Date of Inspection: March 4, 2020	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)  Supervisory or Co-Appraiser Name: George M. Shawah, Jr., MAI Company: Baldwin Pearson & Company, Inc. Phone: 203-335-5117 Fax: 203-335-5119 E-Mail: baldwinpearson@aol.com Date Report Signed: March 5, 2020 License or Certification #: Certified General RCG 557 State: CT Designation: MAI Expiration Date of License or Certification: April 30, 2020 Inspection of Subject: <input type="checkbox"/> Did Inspect <input checked="" type="checkbox"/> Did Not Inspect Date of Inspection:



1564 SEAVIEW AV

Location 1564 SEAVIEW AV

Mblu 43/ 749/ 1/ 1

Acct# RG-0029850

Owner BRIDGEPORT CITY OF

Assessment \$1,477,910

Appraisal \$2,111,290

PID 5251

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2020	\$1,653,290	\$458,000	\$2,111,290

Assessment			
Valuation Year	Improvements	Land	Total
2020	\$1,157,310	\$320,600	\$1,477,910

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address 45 LYON TER
 BRIDGEPORT, CT 06604

Sale Price \$0
Certificate
Book & Page 8637/0118
Sale Date 07/10/2012
Instrument 29

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		8637/0118	29	07/10/2012
THE SERGY COMPANY L.L.C.	\$485,000		4229/0310		10/28/1999
	\$0		3754/0009		07/17/1997

Building Information

Building 1 : Section 1

Year Built: 1875
Living Area: 107,206
Replacement Cost: \$4,159,889
Building Percent Good: 35

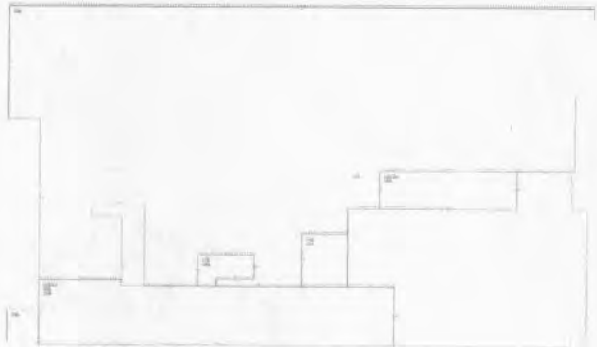
Replacement Cost: \$1,455,960

Building Photo



(<http://images.vgsi.com/photos2/BridgeportCTPhotos/A00\09\85\05.jpg>)

Building Layout



(ParcelSketch.ashx?pid=5251&bid=5251)

Building Attributes	
Field	Description
Style:	Industrial
Model	Comm/Ind
Grade:	Average
Stories:	3
Occupancy:	1.00
Exterior Wall 1:	Brick
Exterior Wall 2:	Concr/CinderBl
Roof Struct:	Flat
Roof Cover:	Tar + Gravel
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	Pine/Soft Wood
Heating Fuel:	Oil
Heating Type:	Hot Air-No Duc
AC Type:	None
Struct Class	
Bldg Use:	Ind/Whs Mdl 96
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	0
Ttl Half Baths:	0
Ttl Xtra Fix:	0
1st Floor Use:	
Heat/AC:	None
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceiling Only
Rooms/Prtns:	Average
Wall Height:	18.00
% Comn Wall:	

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	82,212	82,212
FUS	Finished Upper Story	24,994	24,994
UBM	Unfin Basement	9,346	0
		116,552	107,206

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
SPR1	Sprinklers-Wet	107356.00 SF	\$105,210	1
LDL1	Load Levler	3.00 UNITS	\$3,780	1

Land**Land Use**

Use Code 922
Description Mun Com Bldg Mdl 94
Zone ILI
Neighborhood SVAI
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 2.29
Frontage 0
Depth 0
Assessed Value \$320,600
Appraised Value \$458,000

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph			32000.00 SF	\$49,600	1
FN1	Fence, Chain	8	8 ft	560.00 LF	\$5,040	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2019	\$1,623,020	\$400,750	\$2,023,770
2018	\$1,623,020	\$400,750	\$2,023,770
2017	\$1,623,020	\$400,750	\$2,023,770

Assessment			
Valuation Year	Improvements	Land	Total
2019	\$1,136,110	\$280,530	\$1,416,640
2018	\$1,136,110	\$280,530	\$1,416,640
2017	\$1,136,110	\$280,530	\$1,416,640



City of Bridgeport

My Map



1:1,703



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate



WGS_1984_Web_Mercator_Auxiliary_Sphere
 Created by Connecticut Metropolitan Council of Governments