

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 4, 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: August 2, 2021

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 125-20** Communication from OPED re: Proposed Resolution Authorizing a License to Bridgeport Music Festivals, LLC to conduct a Music Festival in a Portion of Seaside Park for a Term of Years, referred to Joint Committee on Economic and Community Development and Environment and Contracts.
- 126-20** Communication from Mayor re: Proposed Agreement with Interpersonal Frequency regarding the Acquisition of a New City Website, referred to Contracts Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *113-20** Miscellaneous Matters Committee Report re: Reappointment of Marcie J. Patton, Ph.D. (D) to the Public Library Board of Directors and Reading Room.
- *114-20** Miscellaneous Matters Committee Report re: Reappointment of Thomas R. Errichetti, (D) to the Public Library Board of Directors and Reading Room.
- *115-20** Miscellaneous Matters Committee Report re: Appointment of Barbara A. Rogo, (R) to the Public Library Board of Directors and Reading Room.
- *123-20** Miscellaneous Matters Committee Report re: Appointment of Ira Nachem (D) to the Zoning Board of Appeals.
- *124-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with G.F.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *118-20** Contracts Committee Report re: Professional Services Agreement with the Downtown Special Services District to Manage Activation and Placemaking Projects within Downtown.
- *119-20** Contracts Committee Report re: Professional Services Agreement with The Trust for Public Land to Manage Activation and Placemaking Projects along the City's Waterfront pursuant to Waterfront Bridgeport.
- *120-20** Contracts Committee Report re: Solar Roof Panel Power Purchase Agreement with Davis Hill Development for the Cart Barn at Fairchild-Wheeler Golf Course.
- *121-20** Contracts Committee Report re: 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.

MATTERS TO BE ACTED UPON:

- 110-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Johanna Georgia.

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; 2021-10-04 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 4, 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
Jacquelyn Cauthen 397 Charles Street Bridgeport, CT 06606	Need Becoming Divas sponsors, re-introduce program and holistic response to COVID.
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Response to CD/DVD - Civil Rights Violation.
Eleanor Angerame Green Village Initiative 135 Clarence Street Bridgeport, CT 06608	Urban agriculture updates from Green Village Initiative.

CITY COUNCIL MEETING

PUBLIC SPEAKING FORUM

MONDAY, OCTOBER 4, 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: Denese Taylor-Moye, Jorge Cruz
- 132nd District: Marcus Brown, M. Evette Brantley
- 133rd District: Jeanette Herron, Raymond Collette
- 134th District: Michelle Lyons, *AmyMarie Vizzo-Paniccia*
- 135th District: Rosalina Roman-Christy, Mary McBride-Lee
- 136th District: *Alfredo Castillo, Avelino Silva*
- 137th District: Maria Valle, Aidee Nieves
- 138th District: Maria Pereira, *Samia Suliman*
- 139th District: Eneida Martinez, Ernest Newton

RECEIVED
 CITY CLERKS OFFICE
 21 OCT 12 AM 10:36
 ATTEST
 CITY CLERK

During the roll call, there appeared to be no response from the individuals whose names are listed in italics. Council President Nieves announced Council Member Vizzo-Paniccia was on medical leave.

Council President Nieves announced that there was a 3-minute time limit for each speaker.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 4, 2021 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE.

NAME

SUBJECT

Jacquelyn Cauthen
397 Charles Street
Bridgeport, CT 06606

Need Becoming Divas sponsors, re-introduce program and holistic response to COVID.

City of Bridgeport
City Council Meeting
Regular Meeting
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Council President Nieves called for Ms. Cauthen to address the Council. There was no response.

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Response to CD/DVD – Civil Rights Violation.

Mr. Young thanked the Council for hearing his comments. He said that he had sent out a CD or DVD about his work dismissal. He said that he had been working for 27 years and needed to clear his name. He said that he had lost his wife a number of months ago. He said that he wanted Council Member Newton to contact the other Council Members about his situation. He said that Jody Paul and others were no longer working for the City. He said that it wasn't about black and white but had receipts that he was back at work on March 15, 2006. It is a shame of how he was treated. Mr. Young attempted to play an audio.

Eleanor Angerame
Green Village Initiative
135 Clarence Street
Bridgeport, CT 06608

Urban agriculture updates from Green Village Initiative.

Dear Esteemed Members of the City Council.

Happy autumn! My name is Eleanor Angerame, and as Executive Director of the Green Village Initiative, I am pleased to come before you in this season of change to reflect back on the summer and keep you in the loop on how to engage with Connecticut famous agricultural industry without leaving our city this fall!

We at Green Village Initiative are a nonprofit with a mission to grow food, knowledge, leadership and community through urban gardening and farming, to create a more just food system in Bridgeport. We have four programs: Reservoir Community Farm, 23 School Gardens, 12 Community Gardens, and a paid Youth Leadership Program.

Bridgeporters are more than two times more likely to experience food insecurity than our neighbors throughout Fairfield County. 2017 data shows that 66% of our children, or 22,000 young people, live in low income households, experiencing hardship daily and these were the reported numbers before the Covid Dash 19 pandemic. Access to food has never been more important as we collectively work to recover from a global pandemic and incorporate 2020s movement for black lives into lasting reform to improve the health and lives of Bridgeport hours, and we are proud that this year we partnered with a network of pantries, mutual aid networks, and community partners to address hunger and seed hope for tomorrow.

In 2020 and 2021 GVI kept our farm and garden sites open to welcome back our community for safe time outdoors learning to grow food and connect with the land while maintaining high standards of COVID safety.

Some highlights from this year include:

City of Bridgeport
City Council Meeting
Regular Meeting
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- Our farm has seen 950 customers shopping at our farmers market and approximately 500 workshops and event attendees so far in 2021.
- We have collected \$0 in workshop attendance for you since we keep our workshops and school field trips free for the community and Bridgeport Public Schools.
- Reservoir Community Farm is home to Bridgeport's largest community Garden with a total of 45 out of nearly 200 total community gardening families growing their food from their own family traditions and cultures right here in Bridgeport.
- This year our Youth Farm Crew grew their skills in leader ship, public speaking, mindfulness, conflict resolution, résumé building, financial wellness, food justice, and farming to name just a few of the experiences they learned from this summer.
- We have begun to host outdoor field trips for Bridgeport Public School students at Reservoir Community Farm again in 2021. While there, they can plant seeds to bring back to school, learn about edible plants they can find in Bridgeport, and connect more to every day learning the experience at their school gardens.

Since our farm operates 10 months out of the year, this coming fall and winter we have plans to:

- Host our Annual Harvest Fest at Reservoir Community Farm
- Conduct a two day, free urban farmer training course
- Every Saturday this October we have the Reservoir Farmers Market, free community workshops and volunteer opportunities for people of all ages with our last date for volunteering at the farm on November 13th.
- In December we host our annual public tree lighting ceremony in the Reservoir neighborhood to celebrate all winter holidays.

Just this past weekend, we hosted an Herbalism Workshop and the Grand Opening of the little "Grab and Go" Library on the corner of Yaremich and Reservoir!

As a food justice organization we understand the power of educational programming and economic development opportunities to bring rich porters to change their food system and community health. We invite you to please join us by heading to www.gogivi.org and clicking on our Events page to experience the magic of your cities only educational farm community before the winter!

We look forward to the hard work and heart work ahead to bring investment to our connected work in Bridgeport and we look forward to continuing to build that partnership with our local City Council Members

Sincerely,
Ellie Angerame
Green Village Initiative Executive Director

Council President Nieves called for Ms. Cauthen to address the Council. There was no response.

ADJOURNMENT

Council President Nieves adjourned the meeting at 6:46 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 4, 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 7:01 p.m.

PRAYER

Mayor Ganim asked Council Member McBride-Lee to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked City Clerk Martinez to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

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

During the roll call, there appeared to be no response from the individuals whose names are listed in italics. Council Member Vizzo-Paniccia was on medical leave.

MINUTES FOR APPROVAL:

• **August 2, 2021**

**** COUNCIL MEMBER CRUZ MOVED TO APPROVE THE MINUTES OF AUGUST 2, 2021.**

**** COUNCIL MEMBER VALLE SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF AUGUST 2, 2021 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

125-20 Communication from OPED re: Proposed Resolution Authorizing a License to Bridgeport Music Festivals, LLC to conduct a Music Festival in a Portion of Seaside Park for a Term of Years, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

126-20 Communication from Mayor re: Proposed Agreement with Interpersonal Frequency regarding the Acquisition of a New City Website, referred to Contracts Committee.

**** COUNCIL MEMBER MARTINEZ MOVED THE FOLLOWING AGENDA ITEMS TO BE REFERRED TO COMMITTEES:**

125-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A LICENSE TO BRIDGEPORT MUSIC FESTIVALS, LLC TO CONDUCT A MUSIC FESTIVAL IN A PORTION OF SEASIDE PARK FOR A TERM OF YEARS, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

126-20. COMMUNICATION FROM MAYOR RE: PROPOSED AGREEMENT WITH INTERPERSONAL FREQUENCY REGARDING THE ACQUISITION OF A NEW CITY WEBSITE, REFERRED TO CONTRACTS COMMITTEE.

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member McCarthy asked why Agenda item 125-20 was being sent to a joint committee. Council President Nieves said that in the past, the contracts had went directly to Economic and Community Development and Environment Committee by having a joint meeting with both Economic and Community Development and Environment Committee and the Contracts Committee, both sets of Committee members would hear the same presentation at the same time. It will also reduce the number of meetings.

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

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- *114-20** Miscellaneous Matters Committee Report re: Reappointment of Thomas R. Errichetti, (D) to the Public Library Board of Directors and Reading Room.
- *115-20** Miscellaneous Matters Committee Report re: Appointment of Barbara A. Rogo, (R) to the Public Library Board of Directors and Reading Room.
- *123-20** Miscellaneous Matters Committee Report re: Appointment of Ira Nachem (D) to the Zoning Board of Appeals.
- *124-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with G.F.
- *118-20** Contracts Committee Report re: Professional Services Agreement with the Downtown Special Services District to Manage Activation and Placemaking Projects within Downtown.
- *121-20** Contracts Committee Report re: 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.
- *119-20** Contracts Committee Report re: Professional Services Agreement with The Trust for Public Land to Manage Activation and Placemaking Projects along the City's Waterfront pursuant to Waterfront Bridgeport.
- *120-20** Contracts Committee Report re: Solar Roof Panel Power Purchase Agreement with Davis Hill Development for the Cart Barn at Fairchild-Wheeler Golf Course.

Mayor Ganim asked if any Council Member wished to have an item removed from the Consent Calendar. Council Member Pereira requested that Agenda Items 123-20, 119-20 118-20, 120-20 and 124-20 be removed.

City Council Martinez read the remaining items into the record.

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

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

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

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

***120-20. CONTRACTS COMMITTEE REPORT RE: SOLAR ROOF PANEL POWER PURCHASE AGREEMENT WITH DAVIS HILL DEVELOPMENT FOR THE CART BARN AT FAIRCHILD-WHEELER GOLF COURSE.**

***121-20 CONTRACTS COMMITTEE REPORT RE: 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.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED PASSED UNANIMOUSLY.**

123-20. Miscellaneous Matters Committee Report re: Appointment of Ira Nachem (D) to the Zoning Board of Appeals.

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 123-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF IRA NACHEM (D) TO THE ZONING BOARD OF APPEALS.**

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

Council Member Pereira said that there had been some confusion around the Zoning Board of Appeals appointments and that the Connecticut General State Statutes requires minority representation on the Board. Currently there is no minority representation on the Board. There are only 2 Commissioners and the Council Members had been told that the two Republican Commissioner had resigned. However, Council Member Pereira stated that the Board members had not submitted their letters of resignation to the City Clerk as required by State Statute. Mr. Nachem would be the third Democrat on the Board with two vacancies. There is no permanent

member from the minority party. She asked how this would be lawful when there were only three Democrats on the Commission with two vacancies. There is no minority representation.

**** THE MOTION TO APPROVE AGENDA ITEM 123-20. MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF IRA NACHEM (D) TO THE ZONING BOARD OF APPEALS PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

124-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with G.F.

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 124-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH G.F.**

**** COUNCIL MEMBER COLLETTE SECONDED.**

Council Member Pereira said that the item was not properly listed on the agenda in order to appraise the public on what was being voted on. She said that the proper title was G.F. vs. Officer Lynette Castillo Jimenez. Council Member Pereira said that the Officer had been hired in 2016 and was involved in Colorado Avenue incident. Internal Affairs cited her for filing two false police reports. Now they are voting on a third incident. Council Member Pereira felt that this indicated culpability. There is a pattern of someone who is costing taxpayers money and committing violations of people's civil rights. Council Member Pereira said that she would be voting for the settlement, but this officer is concerning her.

Council Member Burns said that he wished to clarify a few points. The incident date in the packet lists it as 2021, but the correct date was 2016. This was noted at the Committee meeting. The individual involved was a juvenile, which is why the identities of the individual involved were not included.

Council Member Martinez requested to move the question.

**** THE MOTION TO APPROVE AGENDA ITEM 124-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH G.F. PASSED WITH SIXTEEN IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON); ONE (1) ABSTENTION (LYONS) AND ONE (1) OPPOSED (PEREIRA).**

118-20 Contracts Committee Report re: Professional Services Agreement with the Downtown Special Services District to Manage Activation and Placemaking Projects within Downtown.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 118-20 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH THE DOWNTOWN SPECIAL SERVICES DISTRICT TO MANAGE ACTIVATION AND PLACEMAKING PROJECTS WITHIN DOWNTOWN.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that she supports the efforts to beautify the City. She objected to using Capital funding for arts projects that would not last 20 years. It is irresponsible and the taxpayers will be paying for artwork that will not last that long.

**** THE MOTION TO APPROVE AGENDA ITEM 118-20 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH THE DOWNTOWN SPECIAL SERVICES DISTRICT TO MANAGE ACTIVATION AND PLACEMAKING PROJECTS WITHIN DOWNTOWN PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

119-20 Contracts Committee Report re: Professional Services Agreement with The Trust for Public Land to Manage Activation and Placemaking Projects along the City's Waterfront pursuant to Waterfront Bridgeport.

****COUNCIL MEMBER HERRON MOVED AGENDA ITEM 119-20 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH THE TRUST FOR PUBLIC LAND TO MANAGE ACTIVATION AND PLACEMAKING PROJECTS ALONG THE CITY'S WATERFRONT PURSUANT TO WATERFRONT BRIDGEPORT.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that this was \$500,000 in bonded fund that would not last even 10 years and she was opposed to it.

**** THE MOTION TO APPROVE AGENDA ITEM 119-20 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH THE TRUST FOR PUBLIC LAND TO MANAGE ACTIVATION AND PLACEMAKING PROJECTS ALONG THE CITY'S WATERFRONT PURSUANT TO WATERFRONT BRIDGEPORT PASSED WITH SIXTEEN IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON); (LYONS) AND TWO (2) OPPOSED (LYONS AND PEREIRA).**

120-20 Contracts Committee Report re: Solar Roof Panel Power Purchase Agreement with Davis Hill Development for the Cart Barn at Fairchild-Wheeler Golf Course.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 120-20 CONTRACTS COMMITTEE REPORT RE: SOLAR ROOF PANEL POWER PURCHASE AGREEMENT WITH DAVIS HILL DEVELOPMENT FOR THE CART BARN AT FAIRCHILD-WHEELER GOLF COURSE.**

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

Council Member Pereira said that she was present for the meeting and the contract was amended to add one penny to the rate. She wished to know the reason for the rate change.

**** THE MOTION TO APPROVE AGENDA ITEM 120-20 CONTRACTS COMMITTEE REPORT RE: SOLAR ROOF PANEL POWER PURCHASE AGREEMENT WITH DAVIS HILL DEVELOPMENT FOR THE CART BARN AT FAIRCHILD-WHEELER GOLF COURSE PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

MATTERS TO BE ACTED UPON:

110-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Johanna Georgia.

**** COUNCIL MEMBER BURNS MOVED TO APPROVE AGENDA ITEM 110-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH JOHANNA GEORGIA.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that she had tried to find this item listed in the Judicial Lawsuits but there was no record of it. She wished to know if a lawsuit was filed.

Council Member Martinez requested that the question be moved.

**** THE MOTION TO APPROVE AGENDA ITEM 110-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH JOHANNA GEORGIA PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) 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 VALLE 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 BRANTLEY SECONDED**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION:**

DISCUSSION AND POSSIBLE ACTION CONCERNING PENDING LITIGATION REGARDING GIBBS, MELISSA, ADMINISTRATOR VS. THE CITY OF BRIDGEPORT, U.S. DISTRICT COURT DOCKET # 16-CB-00635. (ITEM #127-20)

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Pereira said that the City Council President stated that they needed a 2/3rds majority in order to add items to the agenda. However, they are constantly adding items. The purpose of an agenda was to let the public know what is going to be discussed. She said she did not understand what was so critical to add this item to the Agenda.

Council Member Pereira mentioned the recent changes that Council President Nieves had made on the Committees. When the City Council President changes committees and removes people from Committees it has been done by adding an item to the agenda. The Council constantly does this and it is unfair.

Council President Nieves said that when the Miscellaneous Matters Committee enters Executive Session, it is limited to just that committee.

Council President Nieves said that time was of the essence and all the Council Members should hear the facts of the case. She added that she does not like to add items to the agenda, but some items are time sensitive. Also, the only way that a Council President can assign or make adjustments to the Committees is by adding an item to the agenda from the floor.

**** THE MOTION TO APPROVE THE SUSPENSION OF THE RULES TO ADD THE FOLLOWING ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION:**

DISCUSSION AND POSSIBLE ACTION CONCERNING PENDING LITIGATION REGARDING GIBBS, MELISSA, ADMINISTRATOR VS. THE CITY OF BRIDGEPORT, U.S. DISTRICT COURT DOCKET # 16-CB-00635. (ITEM #127-20)

PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN

CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

**** COUNCIL PRESIDENT NIEVES MOVED FOR IMMEDIATE CONSIDERING OF THE FOLLOWING ITEM:**

DISCUSSION AND POSSIBLE ACTION CONCERNING PENDING LITIGATION REGARDING GIBBS, MELISSA, ADMINISTRATOR VS. THE CITY OF BRIDGEPORT, U.S. DISTRICT COURT DOCKET # 16-CB-00635

**** COUNCIL MEMBER MARTINEZ SECONDED.**

**** THE MOTION FOR IMMEDIATE CONSIDERING OF THE FOLLOWING ITEM:**

DISCUSSION AND POSSIBLE ACTION CONCERNING PENDING LITIGATION REGARDING GIBBS, MELISSA, ADMINISTRATOR VS. THE CITY OF BRIDGEPORT, U.S. DISTRICT COURT DOCKET # 16-CB-00635

PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

Council Member Pereira said that the motion for Executive Session was in violation of the Connecticut General Statutes. Council President Nieves replied that she had not yet made a motion to enter into Executive Session.

**** COUNCIL PRESIDENT NIEVES MOVED TO ENTER EXECUTIVE SESSION WITH ATTY. MARK ANATASIA, ATTY. JOHN BOHANNON, ATTY. RICHARD BUTURLA AND ATTY. RYAN DRISCOLL. REGARDING THE FOLLOWING ITEM:**

DISCUSSION AND POSSIBLE ACTION CONCERNING PENDING LITIGATION REGARDING GIBBS, MELISSA, ADMINISTRATOR VS. THE CITY OF BRIDGEPORT, U.S. DISTRICT COURT DOCKET # 16-CB-00635.

**** COUNCIL MEMBER MARTINEZ SECONDED.**

**** THE MOTION TO ENTER EXECUTIVE SESSION WITH ATTY. MARK ANATASIA, ATTY. JOHN BOHANNON, ATTY. RICHARD BUTURLA AND ATTY. RYAN DRISCOLL REGARDING THE FOLLOWING ITEM:**

DISCUSSION AND POSSIBLE ACTION CONCERNING PENDING LITIGATION REGARDING GIBBS, MELISSA, ADMINISTRATOR VS. THE CITY OF BRIDGEPORT, U.S. DISTRICT COURT DOCKET # 16-CB-00635. (ITEM #127-20)

PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

The Council Members, Atty. Anastasi, Atty. Bohannon, Atty. Buturla and Atty. Driscoll entered into Executive Session at 7:33 p.m. The Council returned to Public Session at 8:55 p.m.

Council Member Pereira said that she understood the issue but could not support this item because it was so pressured and rushed.

**** COUNCIL MEMBER NEWTON MOVED TO AUTHORIZE THE CITY ATTORNEY TO PROCEED AS DISCUSSED IN EXECUTIVE SESSION WITH REGARD TO THE PROPOSAL BY THE PLAINTIFF.**

****COUNCIL MEMBER HERRON SECONDED.**

Council Member Burns said that this was a difficult case to hear and with such short notice, it was difficult to absorb all the information.

Council Member Brown said he would be voting in favor of the item and trusted that the City Attorneys would be using their best judgement. He urged his fellow constituents to support this item.

Assistant City Clerk Ortiz requested a copy of the documentation be sent to her.

Council Member Silva said that everyone had asked the questions that needed to be asked and he agreed with authorizing the attorneys to move forward.

Council Member McCarthy said that there was a lot to consider, but the Council Members have to have faith that the City Attorney's Office will do the best they can for the City. He said that he would support the item.

**** THE MOTION TO AUTHORIZE THE CITY ATTORNEY TO PROCEED AS DISCUSSED IN EXECUTIVE SESSION WITH REGARD TO THE PROPOSAL BY THE PLAINTIFF PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

ADJOURNMENT

**** COUNCIL MEMBER HERRON MOVED TO ADJOURN.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, TAYLOR-MOYE, CRUZ, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) AND TWO (2) OPPOSED (BROWN AND MCCARTHY).**

The meeting adjourned at 9:02 p.m.

Respectfully submitted,

Telesco Secretarial Services



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

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

September 20, 2021

City Clerk
45 Lyon Terrace
Bridgeport CT 06604

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

Request for Referral to the Joint ECDE & Contracts Committee

Dear City Clerk and Honorable Members of the City Council:

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

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

Respectfully submitted,

Thomas F. Gill,
Director, OPED

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

Encl. Proposed License Agreement

RECEIVED
CITY CLERKS OFFICE
21 SEP 29 PM 12:44
ATTEST
CITY CLERK

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT:

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

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

SOUND-ON-THE- SOUND MUSIC FESTIVAL LICENSE

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

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

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

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

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

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

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

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

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

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

Definitions:

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

"Approval" means the same as Consent described below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2022 Events:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Term of License; Annual Submission of Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General requirements. All policies shall include the following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Miscellaneous Provisions.

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

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

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

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

If to the City:

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

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

Bridgeport, Connecticut 06604

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

If to the Licensee:

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

With a copy to:

Howard S. Saffan
9 Squires Lane
Weston, CT 06883

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have set forth their hands and seals on this the ____ day of _____, 2021.

In the presence of:

BRIDGEPORT MUSIC FESTIVALS, LLC

By: _____
Howard S. Saffan
Managing Member
duly-authorized

CITY OF BRIDGEPORT

By: _____

Exhibit A

Description of Festival

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

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

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

Exhibit B

The Plan

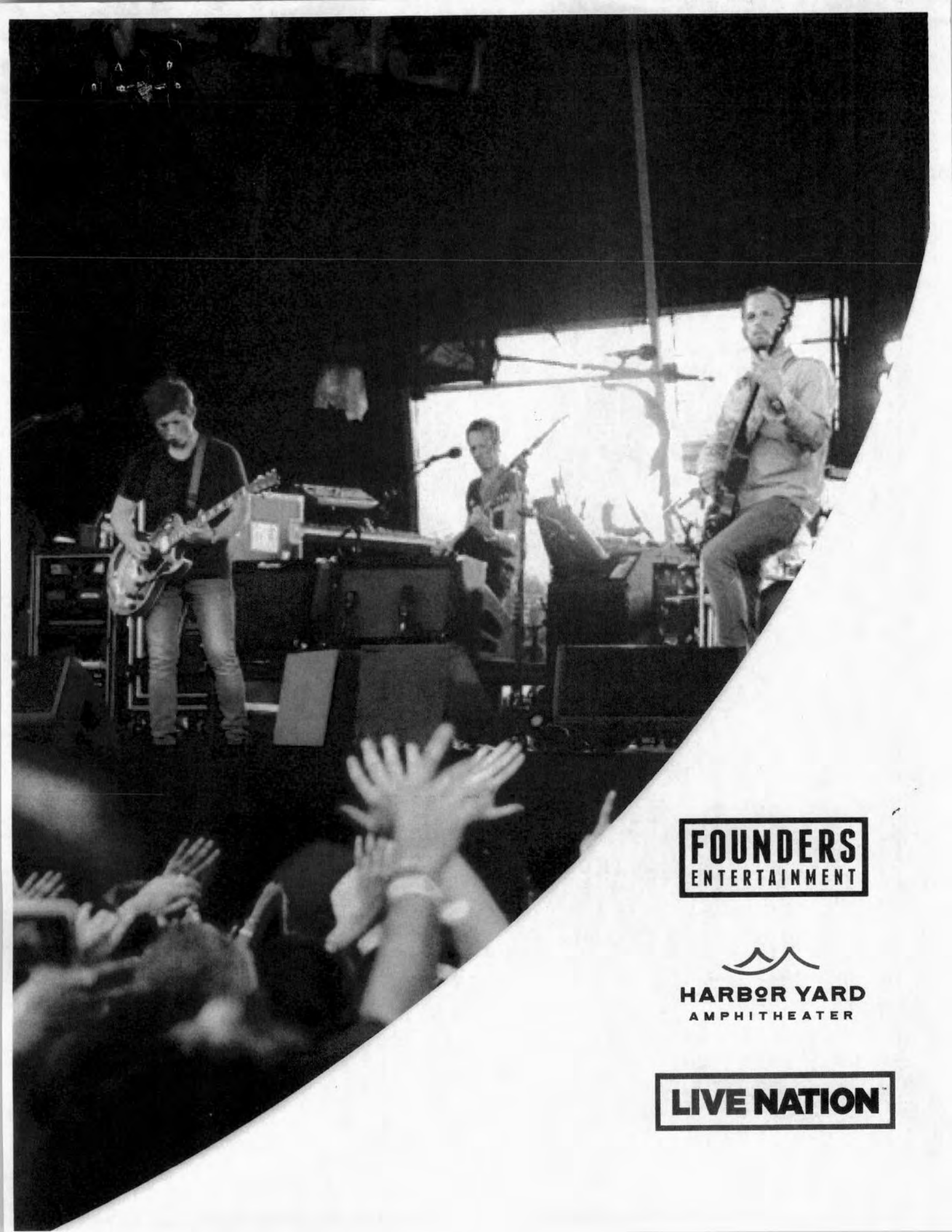
[THOSE PORTIONS OF THE LICENSEE'S PLANS THAT ARE CONFIDENTIAL SHALL BE RETAINED IN THE OFFICE OF THE CITY ATTORNEY AS A CONFIDENTIAL DOCUMENT CONTAINING CONFIDENTIAL BUSINESS INFORMATION OF THE LICENSEE PROTECTED FROM DISCLOSURE UNDER THE CONNECTICUT FREEDOM OF INFORMATION ACT.]

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

EXHIBIT C

INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS

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



FOUNDERS
ENTERTAINMENT



HARBOR YARD
AMPHITHEATER

LIVE NATION

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



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

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

Very Truly Yours,
Harbor Yard Amphitheater, LLC

Howard S. Saffan
MANAGING MEMBER

A large, solid black shape that curves from the top-left corner towards the bottom-right, leaving a white area in the bottom-right corner. The black shape is a thick, curved wedge. The white area contains the text 'WHO WE ARE' and a small number '4' at the bottom right.

WHO WE ARE

WHO WE ARE

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

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

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

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



FESTIVAL

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

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

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

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



NORTH AMERICA

UNITED STATES

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

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

MEXICO

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

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

CANADA

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

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

EUROPE

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

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

SOUTH AMERICA

Lollapalooza
 Lollapalooza
 Creamfields
 Lollapalooza

Buenos Aires, Argentina
 São Paulo, Brazil
 Santiago, Chile
 Santiago, Chile

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

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

ASIA-PACIFIC

ASIA

Creamfields
 Creamfields
 Creamfields
 Rolling Loud
 Download
 Electric Daisy Carnival

Chengde, China
 Shanghai, China
 Hong Kong
 Hong Kong
 Japan
 Japan

AUSTRALIA/NEW ZEALAND

Festival X
 Splendour in The Grass
 Falls Festival
 Download Melbourne
 Download Sydney
 Festival X

Brisbane, Sydney, Melbourne, Australia
 Byron Bay, Australia
 Lorne, Marion Bay, Byron Bay and Fremantle, Australia
 Melbourne, Australia
 Sydney, Australia
 Auckland, New Zealand

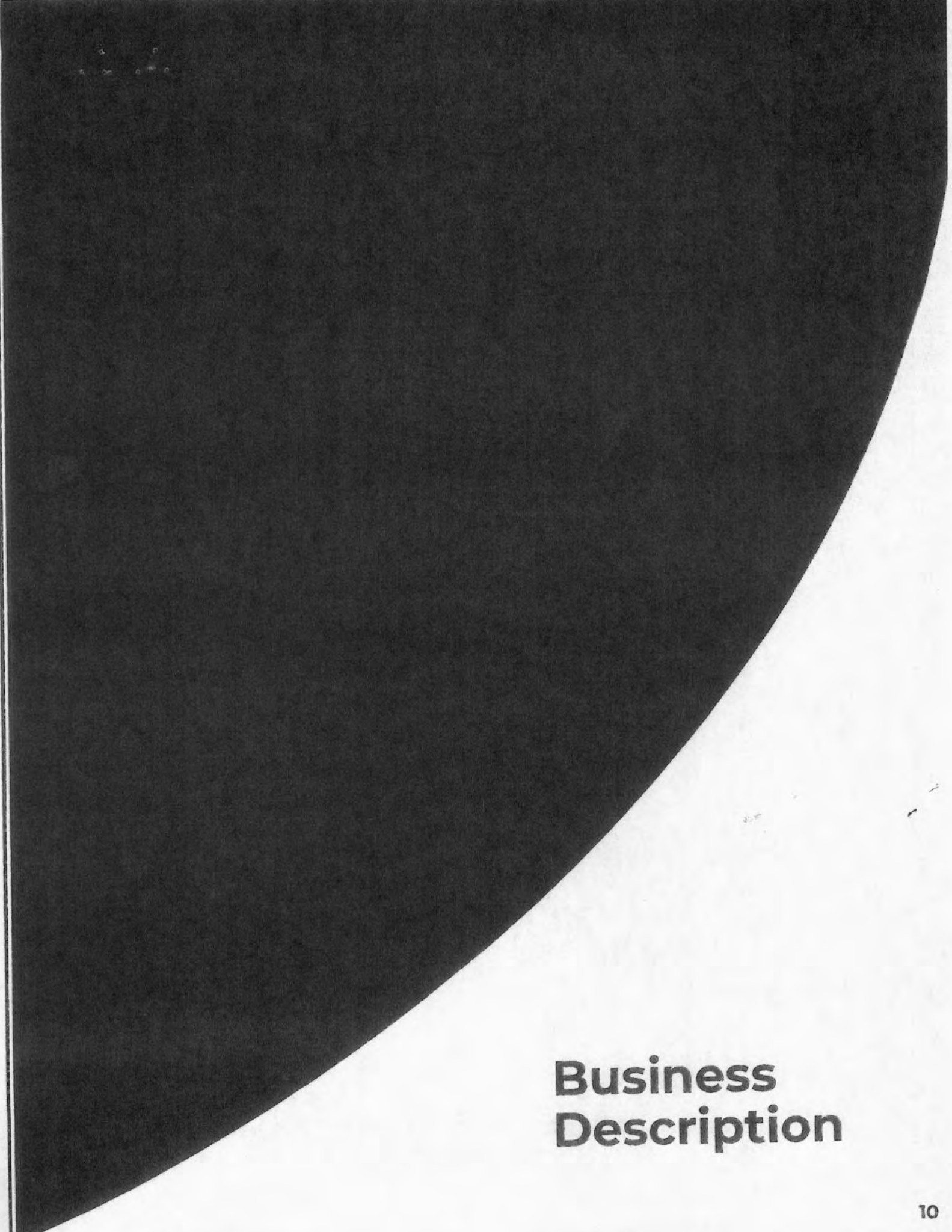


PROPOSAL

PROPOSAL

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





Business Description



Business Description

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

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

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

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



0 10 20 30

Business Plan



Business Plan

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

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

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

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



**Funding &
Economic
Impact**



Funding

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

Economic Impact

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

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

DIRECT IMPACT- \$18,500,000

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

INDIRECT IMPACT- \$4,400,000

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

INDUCED IMPACT - \$2,100,000

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



Historical Operations

Historical Operations

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

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



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

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

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

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

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

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

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





Neighborhood Impact

Neighborhood Impact

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



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Festival Layout

Proposed Festival Layout





EXHIBITS



EXHIBIT A

HOWARD S. SAFFAN

EXPERIENCE

June 2015 to Current

Harbor Yard Amphitheater Bridgeport, CT

Owner

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

February 2001 to Current

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

Owner

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

January 1998 to Current

Bishop Development Weston, CT

Owner

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

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

May 2005 to June 2015

New York Islanders Hockey Club

Uniondale, NY

President

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

September 1986 to January 1998

Bishop Manufacturing Companies

Bridgeport, CT

Owner

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

EDUCATION

Brooklyn Law School Brooklyn, NY 1984

Juris Doctor

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

B.S. Finance

Magna Cum Laude

CONNECTICUT POST

SAFFAN TALKS CAREER AND RUNNING HARBOR YARD

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

Howard Saffan has a love affair with Bridgeport.

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

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

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

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

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

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

Q: What was your specialty as a lawyer?

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

Q: How did you move into commercial real estate?

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Q: What do you enjoy the most?

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

Q: Are the Sound Tigers and arena profitable?

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

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





'ODD COUPLE' BEHIND AMPHITHEATER

BY JOHN BURGESSON
SATURDAY, AUGUST 12, 2017

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

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

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

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

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

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

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

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

What’s that sound?

1968 was a pivotal year for Koplik.

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

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

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

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

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

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



Still, the live performance is the way most artists make a paycheck these days. The music business bears little resemblance to the way it was in the heyday of rock 'n' roll, when bands would make most of their money selling vinyl singles and LPs, and later, CDs.

This is where people like Koplik come in. "The money for the artists comes from concert appearances now," he said. "Ever since streaming came along, the days in which you used to spend eight bucks for an album or fourteen for a CD were pretty much over."

So did Koplik ever play in one of those huge bands back in the early 1970s — maybe background percussion for King Crimson?

"No — I have almost no musical talent. I tried the piano as a kid — I was horrible," he said.

"But my musical talent is with my ear — I can usually sense what music people will want to hear, and sense what people will buy tickets to."

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

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

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

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

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

EXHIBIT B

JIM KOPLIK

President

Connecticut & Upstate NY

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





Hartford Courant.
courant.com 

CONCERT MASTER

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

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

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

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

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

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

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

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

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

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

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

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

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

Sinks His Teeth Into It

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

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

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

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

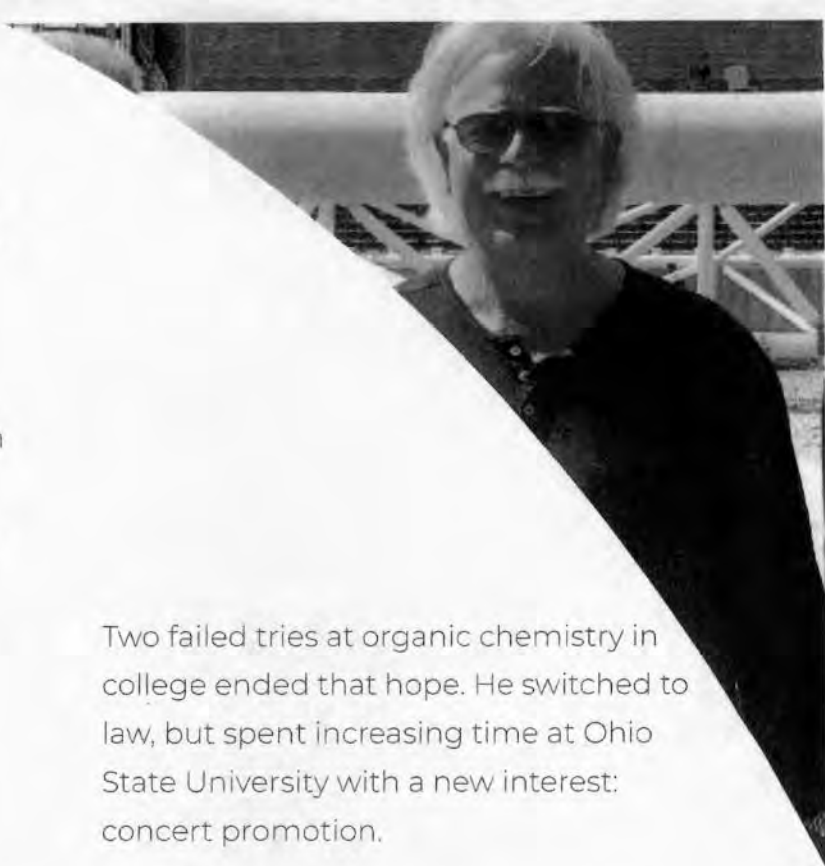
Two failed tries at organic chemistry in college ended that hope. He switched to law, but spent increasing time at Ohio State University with a new interest: concert promotion.


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

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

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

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





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

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

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

Koplik And Finkel

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

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

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

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

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



EXHIBIT C

FOUNDERS ENTERTAINMENT

Tom Russell and Jordan Wolowitz

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

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

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

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

billboard



40 UNDER 40: MUSIC'S YOUNG POWER PLAYERS

By Billboard Staff 9/12/2014

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

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

JORDAN WOLOWITZ, 30

Partner/Co-Founder, Founders Entertainment

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

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

THE BEST WAY TO MANAGE STRESS:

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



billboard

TOM RUSSELL: 30 UNDER 30

By Billboard Staff 7/1/2011

Tom Russell

Partner - Founders Entertainment

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



NYC's Homegrown Music Festival Returns This Weekend

Thursday, June 4, 2015

Contact: Kerri Lyon

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

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

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

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

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

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

Investments in East Harlem and New York City

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

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

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

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

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

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

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

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

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

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

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

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

About Governors Ball

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



Conclusion

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



August 10, 2021

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

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

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

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

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

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

OPENING CEREMONY

ROLL CALL

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

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

APPROVAL OF MINUTES OF JUNE 8, 2021 PARKS BOARD MEETING

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

APPROVAL OF MINUTES OF JUNE 28, 2021 SPECIAL BOARD MEETING

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

August 10, 2021

PUBLIC SPEAKING FORUM:

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

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

OLD BUSINESS

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

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August 10, 2021

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PUBLIC SPEAKING FORUM:

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

OLD BUSINESS

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

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

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

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

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

August 10, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Hosier thanked Mr. Saffan.

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

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

Mr. Saffan said that they are.

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

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

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

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

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

August 10, 2021

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

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

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

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

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

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

Mr. Hosier asked if that was for a lease.

Mr. Gill said that it was.

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

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

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

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

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

August 10, 2021

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

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

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

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

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

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

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

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

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

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

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

Mr. Carroll thanked everyone.

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

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

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

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

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

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

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

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

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

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

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

Mr. Nastu said that he had not.

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

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

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

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

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

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

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

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

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

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

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

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

NEW BUSINESS

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

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

Ms. Robinson shared photos of the Sandspit with the Board

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Dowd said that he would welcome that opportunity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ms. Conine thanked Mr. Brideau for speaking up.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Labrador asked if the Commissioners had any questions?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Griffin thanked the Commissioners.

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

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

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

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

Scott Gibson spoke on behalf of Nina Gibson.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

August 10, 2021

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

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

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

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

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

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

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

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

REPORTS

COMMISSIONER'S REPORT

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

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

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

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

August 10, 2021

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

DIRECTOR'S REPORT

CRAIG A. NADRIZNY, ACTING PUBLIC FACILITIES DIRECTOR

Mr. Hladun read the Director's report:

Park Projects:

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

Recreation Dept.

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

August 10, 2021

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

Mr. Nadrizny had no further business.

Mr. Labrador thanked Mr. Hladun for the report.

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

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

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

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

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

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

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

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

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

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

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

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

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

August 10, 2021

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

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

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

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

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

Ms. Urena thanked the Board for their support.

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

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

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

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

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

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

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

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

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

Mr. Brideau thanked the Board.

August 10, 2021

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

Mr. Brideau agreed and said that they definitely will.

ADJOURNMENT

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

Respectfully submitted,

Ellen M. Gerrity

Ellen M. Gerrity
Clerk



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

COMM. 126-20 Ref'd to Contracts Committee on 10/04/2021.

September 29, 2021

Frances Ortiz
Asst. City Clerk
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

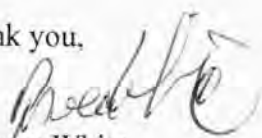
Re: Resolution

Dear Ms. Ortiz,

Attached please find a Resolution for the *Acquisition of a New City Website* from Interpersonal Frequency, to be referred to the **Contracts Committee** of the City Council.

Please feel free to contact me with any questions or concerns.

Thank you,


Rowena White
Director of Communications

cc: Lonneta Pettway, City Clerk's Office

RECEIVED
CITY CLERKS OFFICE
21 SEP 29 PM 4: 24
ATTEST
CITY CLERK

A Resolution by the Bridgeport City Council

Regarding the

ACQUISITION OF A NEW CITY WEBSITE

WHEREAS, the City of Bridgeport through the Office of Communications in the Mayor's Office is seeking to acquire a new City website; and

WHEREAS, the City advertised a Request for Qualifications ("RFQ") on February 25, 2021 and February 26, 2021 on BidSync.com and LinkedIn, respectively, for the purpose of procuring a vendor to provide website design and development services to create a unique website for the City; and

WHEREAS, Interpersonal Frequency ("IF" or "Consultant") submitted its Proposal on March 23, 2021 and, based upon its qualifications and the statements and representations made in its Proposal, IF was selected by the assigned selection panel; and

WHEREAS, the Board of Public Purchases reviewed the solicitation and selection process at its meeting on June 9, 2021; and approved the selection of IF; and

WHEREAS, the City is utilizing funds from the operating budgets of both the Mayor's Office and Information Technology Services ("ITS") to contract with IF; and

WHEREAS, the website development and maintenance will be governed by a Contract on IF's forms, which have been negotiated to include terms favorable to, and protective of, the City, and consists of three fundamental agreements: (1) the Master Services Agreement, (2) the Statement of Work (SOW) and (3) the Software-as-a-Service Agreement (SaaS) (collectively referred to herein as "the Contract").

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

1. That it hereby authorizes the City to obtain a new website from Interpersonal Frequency, and
2. That the City is hereby authorized and empowered to enter into the Contract attached hereto and made a part hereof; and in furtherance thereof the **Mayor**, or his designees, **the Director of Communications or the Director of ITS**, are expressly authorized and empowered to execute the Contract, and such other documentation as reasonably necessary to facilitate the development, hosting and maintenance of a new City website with IF.



INTERPERSONAL FREQUENCY LLC
MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement," "Contract," or "MSA") is made as of _____ ("Effective Date") by and between Interpersonal Frequency LLC, a Limited Liability Company, with its mailing address at P.O. Box 51 McLean Virginia 22101 ("Interpersonal Frequency" or "I.F.") and City of Bridgeport, CT, having its principal office at 999 Broad Street, 2nd Floor Bridgeport, CT 06604 ("City," "BPCT," or "Client").

1. SERVICES

Interpersonal Frequency shall provide professional services ("Services") to Client as specified in a Statement of Work ("SOW") executed by the parties referencing this Agreement. In the event of a conflict between this Agreement and a Statement of Work, the terms of this Agreement shall prevail. Any change in the scope of Services as set forth in a Statement of Work shall be agreed upon in writing by the parties. Interpersonal Frequency shall have no obligation to perform services in connection with any such change until the parties have agreed upon the effect of such change on Interpersonal Frequency's fees and/or schedule of performance.

2. FEES, INVOICES AND PAYMENT

2.1. Client shall compensate Interpersonal Frequency for the Services in accordance with the Statement of Work. On the Effective Date of each Statement of Work, Interpersonal Frequency shall invoice Client for the installment amount specified therein. Interpersonal Frequency shall have no obligation to commence the Services until the appropriate installment amount is paid or a purchase order obligating funds to pay for Services is received. Thereafter, Interpersonal Frequency shall invoice Client for Services and expenses in accordance with the payment schedule set forth in the Statement of Work. Client shall pay such invoices within forty-five (45) days after delivery thereof. Any amount remaining unpaid after sixty (60) days after an invoice shall accrue interest at a rate equal to the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the highest rate allowed by law. Invoices submitted by Interpersonal Frequency to Client are deemed accepted and approved unless disputed by Client within 10 (ten) business days of Client's receipt of the invoice. In the event Client disputes a portion of an invoice, Client agrees to fully pay the undisputed portion and Interpersonal Frequency's acceptance of such partial payment shall not waive any of its rights as to the remaining balances nor in any way constitute an accord and satisfaction.

2.2. Interpersonal Frequency shall be reimbursed for the actual out-of-pocket expenses of its personnel and other expenses incurred in performance of the Services as defined in the Statement of Work. Interpersonal Frequency personnel traveling out-of-town shall be reimbursed for coach class airfare, auto rental, lodging and reasonable actual meal expenses. Interpersonal Frequency personnel shall be reimbursed for mileage to the Client's location in excess of the commute to the personnel's local office. Interpersonal Frequency shall also be reimbursed for long distance phone charges and any research reports it purchased on behalf of the client.

2.3. Client shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any tax based on Interpersonal Frequency's net income) assessed on the Services and/or work product and/or deliverables produced under any Statement of Work (collectively "Deliverables"). Client has tax-exempt status and will provide proof thereof.

3. OWNERSHIP

Interpersonal Frequency and its licensors, as applicable, shall own all right, title and interest in and to the following (collectively "Interpersonal Frequency Materials"): (a) (i) all original components of the Deliverables created or developed by or on behalf of Interpersonal Frequency pursuant to its performance of the Services; (ii) all pre-existing works, inventions, technology, data, information and other material incorporated or used in connection with the Deliverables, or otherwise owned, used or possessed by Interpersonal Frequency prior to the Effective Date; and (iii) all inventions, discoveries, ideas, concepts, know-how, and techniques and other work product developed or created by or on behalf of Interpersonal Frequency pursuant to its performance of the Services; and (b) all derivatives, improvements, enhancements or extensions of the forgoing. Upon payment of all fees due for the Services, Interpersonal Frequency will grant to Client a non-exclusive, non-transferable, indefinite, worldwide, royalty-free and paid-up license to use the Interpersonal Frequency Materials as incorporated in the Deliverables for Client's internal business purposes, subject to any third-party licenses or copyrights, provided that Client will have no right to use such Interpersonal Frequency Materials apart from the Deliverables or in any other manner.

4. WARRANTIES

4.1. Interpersonal Frequency warrants to Client for a period of thirty (30) days from the completion of the Services that the Services shall be performed in a professional and workmanlike manner in accordance with applicable commercial standards.

Interpersonal Frequency further represents and warrants, as of the date hereof and throughout the Term, as follows:

(a) 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 to perform the Services required.

(b) That it can commence the Services promptly within five (5) days of the mutually agreed upon start date and will complete the Services in a timely manner, in accordance with the Implementation Plan.

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

(d) That the Work Product, including the Website and all Deliverables (excluding the City Materials), as delivered by Consultant: (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party; and (ii) will comply with all applicable Laws;

(e) That, in performing the Services hereunder, Consultant will comply with all applicable laws and regulations;

(f) when delivered, the Website and all Deliverables will not contain any virus, trojan horse, worm, backdoor, malware, or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt, or otherwise harm any computer, systems, or software, or any time bomb, drop



dead device, or other software designed to disable a computer program automatically, or otherwise deprive the City of its lawful right to use the Website and Deliverable; and

(g) 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.

(h) 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.

(i) That it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(j) 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.

(k) all design shall be subject to the City's review and approval.

(l) all development and Deliverables shall be subject to a testing and acceptance procedure.

(m) all documentation shall include information that is reasonably necessary to enable the City's personnel to install, operate, use, maintain and update the Deliverable and shall be provided in electronic form, in such formats and media as are set for in the SOW.

(n) That it will not, without the prior written consent of the City, engage any person that is not an employee of IF to perform service or provide Deliverables hereunder.

(o) Consultant shall maintain a project manager to serve as the primary point of contact for day-to-day communications, consultation, and decision-making regarding the Website and services provided hereunder. The initial project manager is: Brad Eldridge-Smith. IF shall schedule and conduct weekly progress meetings, unless paused by the City, to discuss progress of the work. Consultant shall use best efforts to maintain the same project manager throughout the Term. If the project manager ceases to be employed by Consultant, Consultant shall promptly name a new project manager.

4.2. The foregoing warranty shall only apply provided that: (a) any software or other materials developed by Interpersonal Frequency have not been modified, unless authorized by Interpersonal Frequency in writing; (b) there has been no change in the computer equipment on which Interpersonal Frequency installed any software, unless authorized by Interpersonal Frequency in writing; (c) the computer equipment on which any software was installed has sufficient capacity, is in good operating order, and is installed in a suitable operating environment; (d) the nonconformity was not caused by Client or its agents or any third party; (e) Client promptly notifies Interpersonal Frequency of the nonconformity after discovery; and (f) all fees due to Interpersonal Frequency have been paid.

4.3. Client shall be responsible for the use of any Deliverables to achieve Client's intended results. Should any of the Services not comply with the foregoing warranty, Client shall promptly inform Interpersonal Frequency of the deficiency and Interpersonal Frequency shall use commercially reasonable efforts to



cause the Services to comply with the applicable warranty.

4.4. THE FOREGOING WARRANTY IS INTERPERSONAL FREQUENCY'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, AND ARE MADE FOR THE BENEFIT OF CLIENT ONLY AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

4.5. Client represents, warrants and covenants to Interpersonal Frequency that: (a) Client owns all right, title and interest in and to, or has full and sufficient authority to use, all materials, information or data furnished by Client ("Client Materials"); (b) Client will secure and comply with the terms and conditions of any licensing agreements which govern the use of any Client Materials owned by third parties; (c) the Client Materials do not infringe the patent, copyright, trademark or other Intellectual property rights of any party, or constitute libel, slander, defamation, invasion of privacy, or violation of any right of publicity or any other third party rights; (d) Client has or will secure all necessary consents, permissions, clearances, authorizations and waivers for the use of Client Materials; and (e) Client has complied and will comply with all legislation, rules and regulations regarding the use of Client Materials.

5. PERSONNEL

5.1 During any period in which Services are being performed, and for a period of one (1) year thereafter, Client shall not, directly or indirectly, solicit the employment of, employ, or contract with, any Interpersonal Frequency's current employees or independent contractors. Client shall promptly notify Interpersonal Frequency of any communications with any Interpersonal Frequency employees or independent contractors seeking employment. If Client breaches this Section 5.1, Client shall pay as liquidated damages, and not as a penalty, the sum of \$125,000 per breach. If Interpersonal Frequency waives its right to such liquidated damages, Client shall reimburse Interpersonal Frequency mutually agreed upon costs of external recruitment, training and lost revenues.

5.2 During any period in which Services are being performed, and for a period of one (1) year thereafter, Client shall not, directly or indirectly, induce or attempt to induce any customer, supplier, licensee, licensor or other business relation of Interpersonal Frequency to cease doing, or reduce the amount of, business with Interpersonal Frequency, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor or other business relation and Interpersonal Frequency. If Client breaches this Section 5.2, Client shall pay as liquidated damages, and not as a penalty, the sum of \$125,000 per breach.

6. LIMITATION OF LIABILITY

THE MAXIMUM LIABILITY OF INTERPERSONAL FREQUENCY, ITS DIRECTORS AND OFFICERS TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO INTERPERSONAL FREQUENCY UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE PORTION OF THE SERVICES GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL INTERPERSONAL FREQUENCY, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AFFILIATES BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF INTERPERSONAL FREQUENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.



7. TERMINATION

7.1. Either party may terminate this Agreement or any Statement of Work for a material breach thereof (including nonpayment of fees, failure to fulfill any responsibilities set forth in the Statement of Work, or failure to cooperate in good faith with the other party in connection with the Services) upon giving the other party thirty (30) days prior written notice identifying specifically the alleged breach, provided that the breaching party does not cure such breach within the fifteen (15) day notice period. During this notice period the non-breaching party shall have the right to suspend its performance under this Agreement.

7.2. Either party may terminate this Agreement and any Statement of Work immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

7.3. Upon termination of this Agreement or any Statement of Work by either party, Client will immediately pay Interpersonal Frequency all fees, costs and expenses owed to or incurred by Interpersonal Frequency up to the effective date of such termination; provided, however, that with respect to any Statement of Work which is the basis for the termination, Client will pay Interpersonal Frequency a pro rata amount of the fees due for such Statement of Work (based on the percentage of completion of the Services, as determined by the SOW). Furthermore, each party shall promptly return all data, materials and other property of the other held by it; provided, however, that if Client has not fully paid all outstanding invoices for Services performed by Interpersonal Frequency prior to the date of termination, Interpersonal Frequency shall be entitled to retain or recover any Deliverables until payment is made. This right shall be in addition to any other remedies it may have at law or in equity.

7.4. Unless the parties subsequently agree otherwise in writing, the terms and conditions of this Agreement shall govern any services which Interpersonal Frequency may provide to Client in the future, regardless of whether or not such services are performed pursuant to a Statement of Work.

8. CONFIDENTIAL INFORMATION

8.1. Each party agrees that any information concerning the other's price quotes, preliminary concepts, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, communications programs, customer data, business strategy, finances or other business information disclosed by the other party, and expressly designated or marked confidential ("Confidential Information") shall not, without the disclosing party's written authorization, be disclosed to any other party or used by the receiving party for its own benefit except as contemplated by this Agreement. The recipient shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information and shall restrict access to Confidential Information to its personnel on a need to know basis.

8.2. Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies): (a) that is or becomes publicly available through no breach of this Agreement; (b) independently developed by it; (c) previously known to it without obligation of confidence; or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event either party receives a



subpoena or other validly issued administrative or judicial process requesting Confidential Information, the recipient shall promptly notify the other party of such receipt and may comply with such subpoena or process to the extent permitted by law. Upon termination of this Agreement, regardless of cause, each party shall promptly return to the other party (or at the other party's written request, destroy) all Confidential Information of the other party without retention of copies in any form or media; provided, however, Interpersonal Frequency may retain, subject to the obligations of this Section 10, copies of Confidential Information for record keeping purposes.

9. ASSIGNMENT

Neither party shall have the right to assign this Agreement without the other party's written consent, and any attempt to do so shall be void; provided, however, that each party shall have the right, upon written notice to the other party, to assign this Agreement to any subsidiary, affiliate, person or entity that acquires or succeeds to all or substantially all of such party's stock or assets.

10. ENTIRE AGREEMENT

This Agreement, the Interpersonal Frequency Software as a Service Agreement, and any applicable Statement of Work constitute the entire understanding between Interpersonal Frequency and Client, and supersede all prior agreements, arrangements, representations and communications (whether oral or written) regarding the subject matter of this Agreement. Client is entering into this Agreement solely based upon the agreements and representations contained herein for its own purposes and not for the benefit of any third party.

11. WAIVER / SEVERABILITY

Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

12. FORCE MAJEURE

Except with regard to payments due to Interpersonal Frequency, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care.

13. APPLICABLE LAW and DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Connecticut. 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.

14. NOTICES

Any notice or other communication under this Agreement shall be in writing and shall be effective upon the earlier of actual receipt, ten (10) days following deposit into the United States mail (certified mail, return receipt requested), the next business day following deposit with a nationally recognized overnight courier service, or the same day following transmission of a legible e-mail copy during regular business hours, in each case with any delivery fees pre-paid and addressed to the party at the address set forth on the first page of this Agreement or such other address as that party may notify the other from time to time in accordance with this Section 14.

15. MISCELLANEOUS

15.1. Independent Contractor. Interpersonal Frequency is an independent contractor, and no party shall have the authority to bind, represent or commit the other.

15.2. Use of Client's Name. Client agrees that Interpersonal Frequency may use Client's name, trademarks and captured graphic and video images, along with a general description of the Services performed, in the promotion and advertising of Interpersonal Frequency. Client also agrees to enable an unobtrusive hyperlink with the words, "Powered by Interpersonal Frequency" at the bottom of the website. The hyperlink shall direct to the I.F. corporate website.

15.3. Amendment. This Agreement may not be amended, changed or modified except by a written agreement signed by the parties.

15.4. Causes of Action. The parties agree that any cause of action arising under, or in connection with, this Agreement will not be valid unless such action is commenced by the filing of a complaint in a court of competent jurisdiction within one year after completion of the Services. In the event that Client fails to make any payment due under this Agreement, Client shall reimburse Interpersonal Frequency for its costs of collection, including court costs and reasonable attorneys' fees, unless Client obtains a judgment dismissing such action.

15.5. Survival. The terms of Sections 2, 3, 4, 5, 6, 7, 8, and 9 and other sections which by their nature are intended to extend beyond termination shall survive termination of this Agreement for any reason.

15.6. 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.



15.7. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

15.8 Insurance Requirements

Insurance requirements: The following insurance coverage is required of the I.F. who shall ensure that the City of Bridgeport is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner. I.F. shall procure, present to the City of Bridgeport, and maintain in effect for the Term without interruption the insurance coverages identified below, as applicable to its business with the City, with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City of Bridgeport.

Professional Liability insurance (claims made form) with data breach coverage and with minimum limits of \$1,000,000, or as otherwise required by the City of Bridgeport.

Commercial General Liability Insurance (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 person/\$2,000,000 per occurrence and \$300,000 property damage and Umbrella Insurance with a minimum limit of \$5,000,000.

Environmental Pollution Liability Insurance insuring against bodily injury, property damage, and remediation expenses arising out of the release of contaminants into the environment with minimum limits of \$1,000,000 per person/ \$2,000,000 per occurrence and \$300,000 property damage and Umbrella Insurance with a minimum limit of \$5,000,000.

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 \$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.

(d) General Insurance Requirements. All policies shall include the following provisions:

Cancellation notice—The City of Bridgeport shall be entitled to receive from the insurance carriers BY POLICY ENDORSEMENT not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the City of Bridgeport at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Proof of Insurance —All policies will be evidenced by an original certificate of insurance, declarations page and applicable policy endorsement(s) delivered to the City of Bridgeport and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, all such documents required to be delivered to the City of Bridgeport prior to any work or other activity



commencing under this agreement.

Additional insured—The Contractor will arrange with its insurance agents or brokers to name the City of Bridgeport, its elected officials, officers, department heads, employees and agents on all liability 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 of Bridgeport, as its interest may appear. The undersigned shall submit to the City of Bridgeport 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. Such certificates shall designate the City of Bridgeport in the following form and manner:

“City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604”

IN WITNESS WHEREOF, the parties have caused this Master Services Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

	Interpersonal Frequency LLC ("I.F.")	City of Bridgeport, CT ("the Client")
Name	Harish R. Rao	
Position	CEO	
Date		
Signature		





Statement of Work

Recitals

This Statement of Work ("SOW") is an exhibit to the Interpersonal Frequency LLC Master Services Agreement ("Contract," "MSA" or "Agreement") dated _____ and between Interpersonal Frequency LLC ("Interpersonal Frequency" or "I.F.") and the City of Bridgeport, CT ("Client," "City," or "BPCT"), which is incorporated herein by reference. This SOW supersedes any previous agreements, written or oral. In case of conflict between this SOW and the Contract, the SOW will prevail.

This Statement of Work is active for work undertaken on the BPCT website project during the Period of Performance of _____, and subsequent one-year terms by mutual agreement of both parties.

This Statement of Work, and all aspects of it, may be modified and amended by mutual written consent via email by authorized representatives of Interpersonal Frequency and the BPCT.

This SOW includes ongoing services, including web hosting provided I.F.'s Fulcrum cloud, I.F.'s Voice of Citizen® analytics software, and I.F.'s Evolution and Support plan. These services are governed by the Interpersonal Frequency Software-as-a-Service Agreement ("Fulcrum Premier SLA," "Voice of Citizen®," and "Evolution plan"), executed separately and incorporated herein by reference.

Summary

The objective of this SoW is to build a user-centric web presence on a modernized infrastructure for the City. BPCT and IF will partner to complete an end-to-end rebuild of the site with focus on Discovery, Content Strategy, Information Architecture, User Experience, and Design, Development, Migration, Testing, and Deployment.

The primary goals of the project are to:

- Enhance overall online user experience
- Redesign the current website into a CMS format that will be easily navigated, easily updated, and contain placeholders for all downloadable documents
- Improved multi-media and GIS mapping experience emphasizing the city's assets

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Process

I.F. follows a five-step iterative process to build content-forward, data-driven digital solutions.



Discover

This is where we gather as much information as possible to understand the project, users, organization, problems we need to solve, opportunities, and gaps in knowledge or functionality. Objectives should be focused on exploring all relevant opportunities and avenues of information gathering.

Define

Building on a thorough exploration and research foundation, we shift to define the specific problems we aim to solve and identify potential solutions. This is when we will begin to define success and how we will measure it, and document technical requirements. As we prototype potential solutions, we will further explore unanswered questions through additional user research and testing to validate proposed solutions.

Design

With a clearly outlined plan from Define, we begin to finalize our proposed solutions with design. Prototypes will take on a higher fidelity as we get closer to a fully detailed solution. Higher definition prototypes allow for deeper testing in various areas to validate our design concepts and requirements.

Develop

Once design wraps, site build begins. This encompasses a wide swath of content strategy and technical items which includes: site configuration, technical architecture work, front end development, back end development, testing, training, content entry, and content migration.

Launch

All core development stage activities are complete and the site is ready to launch. This is a key stage to prepare for launch and ensure announcements, communication, third-party coordination and more are ready to go. Immediately following launch a close monitoring period is needed to catch critical bugs, missing redirects or other issues requiring immediate attention.

Standard Billing Milestones & Deliverables

Note - Timing and schedule included here are for planning purposes only. Mutually agreed upon final schedule to be determined after contracting and during project planning.

Milestones & Deliverables	Est. Timing	Fees
Discover		
Milestone 1: - Project Kickoff meeting - Initiate Jotform Survey data collection	Month 1	\$34,925
Milestone 2: - Content Manifest initiated - Initiate In Depth Interviews	Month 2	\$16,425
Milestone 3: - Discovery Workshops - Project Communication Plan & Schedule	Month 3	\$16,425
Define		
Milestone 4: - Experience Outline delivered - Deliver Content Toolkit	Month 4	\$16,425
Milestone 5: - Deliver Sitemap - Wireframes initiated	Month 5	\$16,425
Design		
Milestone 6: - Style Tile approved - Design Concept approved	Month 6	\$16,425
Milestone 7: - Design comps initiated - Final Feature Set approved	Month 7	\$16,425

Milestone 8: - Design comps approved - Style Guide delivered	Month 8	\$16,425
Develop		
Milestone 9: - Deliver configuration of standard Drupal 9 site features on I.F.-provided Fulcrum cloud servers - Build out Style Tile / Pattern Library	Month 9	\$28,650
Milestone 10: - Deliver Trainings - Open Access for Content Entry	Month 10	\$16,425
Milestone 11: - Initiate site User Acceptance Testing - Initiate Launch Planning & Collaboration	Month 11	\$16,425
Launch		
Milestone 12: - Complete site launch - Initiate Bug Remediation following site launch - Fully transition website to Evolution & Support team (Sustain)	Month 12	\$39,600

Feature Set

The Drupal production site will incorporate the features and functionality outlined in the table below. Feature sets that were not selected and are not included are explicitly identified as "not included". Adjustments to this feature set may require a change order.

Feature or Functionality	Description	Included
Content Management		
Client Drupal User Roles	Standard user roles (Anonymous, Authenticated, Content Editor, Content Publisher, Admin).	Included
	Custom Drupal user roles for the purpose of custom permissions.	Not Included

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External User Authentication	Client staff can authenticate to the website using Drupal accounts for the purpose of content or site management.	Included
	External, non-Drupal authentication such as Single Sign On (SSO) integration with Active Directory, LDAP or other IAM.	Included
External User Registration	Non-client user accounts and registration.	Not Included
Content Types	Content types overall will not exceed ten (10). Standard inclusions: Homepage, Basic Page, Article, Search, Alerts, Landing, 404, Events.	Included
Content Scheduling Workflow and Moderation	Drupal Core content moderation and workflow to create a live content publication workflow. States and transitions to be defined during requirements gathering.	Included
Alerts and Messaging	Editable emergency alert that appears on the production website. Feature supports three alert levels: Low, Medium, High. Display is limited to one alert at a time.	Included
	Displaying multiple sitewide alerts.	Not Included
	Dismissable alerts.	Not Included
Text Editor	WYSIWYG editor that allows embedding of rich-media such as images or videos from the Media Library.	Included
Icon Library	The site will make use of icon library to provide iconography for use in content.	Included
	Custom iconography.	Not Included

iFrame Support	The site will provide a mechanism using Paragraphs to allow for the embedding of third-party iFrames	Included
Webforms and Data Collection	Drupal Webforms with CAPTCHA enabled.	Included
	Implementation of third-party webform tool	Not Included
	Anonymous form file uploads.	Not Included or Permitted
Events Management		
Basic Events	Basic Events that allow for standalone events with a start and end time that can span multiple days.	Included
Recurring Events	Recurring Events that allow for a series of events which repeat on a scheduled pattern.	Not Included
	Event Types: that allow site editors to distinguish between different varieties of events.	Not Included
	Events Cloning: that copies an existing event into a new, editable event.	Not Included
	Events Registration: that allows users to register for an event, or a series of events; Ability to set a registrant limit on an event, add a waitlist option and notify people if a spot opens up.	Not Included
	Events Calendaring: that allows for displaying events in a calendar view.	Not Included

Media Management

File Storage	File uploads to the Drupal Media Library are included and limited to the following types: <ul style="list-style-type: none"> • Audio - mp3, wav, aac • File (document) - txt, rtf, doc, docx, ppt, pptx, xls, xlsx, pdf, odf, odg, odp, ods, odt, fodt, fods, fodp, fodg, key, numbers, pages • Image - png, gif, jpg, jpeg • Remote Video - YouTube, Vimeo • Video - None File size is limited to 14 MB.	Included
	Drupal Media Library will store all files.	Included
	Large File Upload for files larger than 14 MB (max 5GB).	Included
File Upload	The site will allow for a single upload at a time.	Included
	Bulk file upload supporting multiple uploads at a time.	Not Included

Mapping & Geo Services

Mapping Service Support	The site will make use of the open source mapping services such as Leaflet JS.	Included
	LeafletJS and OpenStreetMap mapping services for interactive maps.	Not Included

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Geocoding	GeoCoding service OpenStreetMap.	Not Included
Geolocation	Geolocation to determine site visitor location.	Not Included
Search		
Fulcrum Search	Site search with ElasticSearch.	Included
Elastic Site Search	Within-File Content Indexing - Indexing the 'File' Media type uploads which are .doc(x) or .pdf files.	Not Included
	Autocomplete feature (provides suggestions while typing based on what has been indexed or is being typed). Limited to 5 items.	Not Included
	Automated spellchecker (showing results it thinks you want).	Not Included
Third-party Services		
Web App Chatbot	Web App Chatbot with voice-to-text.	Not Included
Language Support & Translation	The site will be built to support only the default language of English (US).	Included
	Third-party translation with Google Translate, not to exceed 10 languages (license provided by Client).	Included
	Third-party translation with Weglot, not to exceed 10 languages.	Not Included

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Third-Party Custom Integrations	Third-party custom integrations.	Not Included
Third-Party CRM or Email Marketing Integration	Third-party contributed Drupal module integration to enable email signup via either Mailchimp or Constant Contact, a subscription to which will be provided by the client.	Not Included
E-Commerce & Payment Integrations	E-commerce or payment integrations.	Not Included
Analytics		
Voice of Citizen/Patron	Voice of Citizen/Patron data collection.	Included
Third-Party Analytics	Client-provided Google Analytics.	Included
Alternate Voice of Citizen initial data gathering	Custom developed JotForm Survey to be sent to Bridgeport Provided Mailing List	Included
SEO & Social Media		
Social Media	YouTube or Vimeo embeds for video streaming.	Included
	Social sharing functionality that allows content posting to social networking sites such as Twitter, Facebook, etc.	Included
	Linking to third-party social media sites including Facebook, Twitter, LinkedIn, Pinterest, Flickr, Vimeo and YouTube.	Included
	Embedding social media streams.	Not Included
Redirects and Path Aliases	Ability to create URL redirects and auto-URL paths.	Included
	The ability to create custom URLs (i.e., URLs that are editable by content editors).	Included

Metatags & Schema.org Tags	Ability for administrators to configure the metatags to improve SEO compatibility.	Included
	Structured data and schema.org integration.	Not Included

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Sitemap	Automated XML sitemap generation using simple XML sitemap module.	Included
Menus & Breadcrumbs	Site navigation and breadcrumbs.	Included
Third-Party Tag Management	Tag Management (for example Google Tag Manager).	Not Included
Migration		
One Time Content Migration	Automated content migration.	Not Included
One Time User Migration	Drupal User migration.	Not Included
One Time Other Migrations	Any other content, file, entity, user or custom migration.	Not Included
Ongoing/Continuous Migrations	Scheduled, ongoing or continuous migration.	Not Included
Theming		
Theming	IF site theming based on client-approved, IF provided Design.	Included
Third-party Design Comps	Design comps from a third-party vendor to be used for development.	Not Included
Co-Development	Co-development with client or third-party vendor.	Not Included
Third-party Theming	Theming or reskinning any third-party sites outside of the primary client site.	Not Included
Web Content Accessibility Guidelines (WCAG)	Compliance with WCAG 2.1 AA	Included
	Compliance with WCAG 2.1 AAA.	Not Included

Security		
Web Application Firewall (WAF)	I.F. managed services to make use of the WAF ruleset.	Not Included
Distributed Denial of Service (DDOS) Protection	I.F. managed services to make use of the DDOS protection.	Not Included
SSL Certificates	IF provided auto-renewing certificates will be generated and served as part of the Fulcrum hosting platform service.	Included
IP Address Allow Lists	All the lower environments (dev, test, train) are protected via IP address allow lists, and any /admin or /user paths on the production site are also protected. The Fulcrum Streamlined Whitelist module will allow client users to add their IP address to the allowlist.	Included
CAPTCHA	CAPTCHA field on all forms to ensure that the site cannot be used as a spam relay or that spam messages be stored. If an advanced CAPTCHA implementation is desired (e.g., reCAPTCHA by Google or hCAPTCHA), then API keys will need to be provided by the client.	Included
Hosting and Infrastructure Maintenance		
Cron Jobs	Cron jobs will be configured to run on the site every 1 minute. Most cron tasks will not run this frequently. Cron tasks shall be managed using Ultimate Cron in Drupal.	Included
Content Distribution Network (CDN)	Edge servers CDN.	Not Included
Email Deliverability	Emails will not be sent directly from the server, instead the site will leverage the SMTP module to deliver emails via Amazon's SES. The client will need to provide the sender/ from email address to be used when sending emails from Drupal.	Included

Standard Backup & Retention	Hourly backup of the Drupal database and daily backup of Drupal files and code in the production (live) environment. Production server data is retained for a week on a rolling basis.	Included
Extended Backup Retention	Backup retention beyond standard (1 weekly backup is preserved each week for 6 months, on a rolling basis).	Included
Web Access Logs		
External	External logging data can be made available on request and will be delivered in "JSON lines" format.	Included
Non-External	Fulcrum logging data can be made available on request and will be delivered in multiple, separate NCSA-like log file formats.	Included
Capacity		
Yearly Bandwidth	12 TB of bandwidth transfer annually (inbound and outbound) (1TB of bandwidth transfer per month, not metered)	Included
Yearly Pageviews	5.4M pageviews annually (450,000 pageviews per month)	Included
Total Content Asset Size	40GB database and file storage	Included
Subdomains & Server Redirects		
Subdomains	All content is available under a single primary domain. (i.e. subdomains are excluded)	Not Included
Client Apex URL 1:1 Redirects	Server-level redirects (e.g. example.com/staff redirects to www.example.com/staff).	Included

Client Legacy URL 1:1 Redirects	Server-level redirects (e.g. www.example.com/about-us redirects to www.newexample.com/about-us).	Not Included
Client Legacy Content Maps	Content-level redirects (e.g. www.example.com/contact maps to www.example.com/hello)	Not Included
Multiple Domain Consolidation Redirects	Multiple Domain Consolidation Redirects.	Not Included
Client Access to Fulcrum Infrastructure		
Clients Who Code	Client access to develop Drupal in the Fulcrum Development environment.	Not Included
WAF/DDos/CDN Access	Client access to WAF/DDos/CDN Access administration dashboard.	Not Included

Client Responsibilities

BPCT is responsible for the following tasks to be outlined with specific deadlines in the Project Communication Plan & Schedule.

- Identify in-depth interview participants, review and approve interview scripts in a timely manner, and provide assistance with scheduling interviews.
- Install Voice of Citizen® on current Client site.
- Designate a content team of Content Focals, Migration Focals, Editing Focals and Trainers who are responsible for:
 - Participating in a virtual Content Workshop
 - Gathering, writing, editing, and approving final site content.
 - Reviewing current site content and updating the Content Manifest to identify content to be migrated, content to be abandoned and new content to be created/content requiring updates.
 - Content migration focals are responsible for loading staged content onto the new Drupal site.
 - Content editing focals are responsible for editing and finalizing migrated content.
 - Content trainers are responsible for participating in I.F. led trainings and subsequently training/assisting colleagues in content-related tasks.

- Identify members from stakeholder departments/organizations to act as the Core Team to complete the following tasks:
 - Participate in the Discovery Workshops.
 - Participate in weekly meetings, discussions, and reviews.
 - Conduct User Acceptance Testing (UAT) across device platforms, browsers and operating systems following the testing training. The goal is to identify bugs or launch critical issues to be addressed prior to launch. Issues will be reported via a secure form. Core Team will work with I.F. to identify issues that are critical to resolve before launch. *Please note that if requests and requirements for new features or functionality arise as part of the user acceptance testing process that are outside the approved technical scope document, these issues will be inventoried and considered separate from the Statement of Work. Such items can be addressed either via a separate statement of work and resolved via a change order post launch, or be resolved as part of the I.F. Evolution & Support plan.*
- Designate an authoritative decision maker to give final approval on deliverables by but no later than the specific deadline as outlined in the Project Communication Plan & Schedule.
- Communication of known IP address blocks (associated with physical office locations) to facilitate IP allow list set up,
- Provision of high-availability, preferably via an external cloud-based, DNS provider and for supporting DNS updates and changes. Failure to provide highly available DNS may invalidate SLA uptime commitments.

Assumptions

The project fee and SOW delivery are contingent upon the following assumptions:

1. This statement of work includes:
 - a. Project kickoff meeting with key stakeholders.
 - b. Up to 5 stakeholders for In-Depth Interviews.
 - c. Virtual Discovery Workshop as part of the Virtual Discovery Summit.
 - d. Delivery of a user-centric sitemap and 1 wireframe with 1-2 revisions.
 - e. Style tile with up to 2-3 design concepts that apply to all pages with 1-2 revisions.
 - f. Our visual design comps extend the approach from Wireframes and Style Tile to 5 key page templates (up to 1 revision) with 3 responsive breakpoints (mobile, tablet, desktop).
2. The project schedule, timeline and fees are predicated on prompt Client responses, active participation in the project, adequate Client staff resource commitments, and requested data delivery in a timely manner from the Client. Excessive delays will cause schedule and cost increases. If the client requests or causes time delays

- that extend the project beyond the agreed-upon time frames a change order will be necessary.
3. If BPCT requests or causes time delays that extend the project beyond the 12-month period, each additional week will be invoiced at a rate of \$3,500 per week.
 4. I.F. will provide content strategy, content training, and migration planning assistance. BPCT will be responsible for providing adequate staff to migrate content to the new site in a timely manner, including writing, editing, and uploading content. Content editing or writing is excluded from our Standard Statement of Work.
 - a. This SOW includes an option for 100 hours of Content Support to be billed at the start of the contract at \$15,000.
 5. The system will be built using the Drupal 9 Content Management System and related Drupal modules as described in this SOW.
 6. Training and training materials provided are as stated in the Statement of Work. Additional training and/or training materials will be billed at our hourly rate.
 7. During development, I.F. will ask for feedback on specific designs and features at weekly client meetings. Formal User Acceptance Testing (UAT) will occur prior to launch. Any post-launch issues will be reported, prioritized, and resolved during the Post-Launch Bug Fix Sprint.
 8. During the website bug-testing window, any client-reported bugs should be entered into I.F. provided bug tracking system (not emailed or slacked) to ensure a prompt response.
 9. The site will be tested to work with the latest versions of Microsoft Edge, Mozilla Firefox, Google Chrome, and Apple Safari, as well as the most recent iOS and Android mobile device browsers (the last 2 major revisions as of the contract date unless otherwise indicated). However, because Internet browsers constantly undergo significant changes, some browsers may have trouble rendering critical content from your website—I.F. cannot guarantee your website will function properly on those browsers if this occurs. This is particularly true if the content at issue is beyond your control (e.g., data derived from an API). IE11 Excluded.
 10. BPCT is responsible for implementation of the new website style on third-party applications ("re-skinning").
 11. HTTPS must be enforced throughout the website and related BPCT applications. BPCT is responsible for ensuring this with other web applications.
 12. Pricing above assumes use of our Fulcrum Premier hosting and an I.F. evolution plan. Fulcrum Premier SLA applies, see this link: <https://goo.gl/5m7xbQ>
 13. BPCT agrees that Interpersonal Frequency may use BPCT's name, trademarks and captured graphic and video images, along with a general description of the Services performed, in the promotion and advertising of Interpersonal Frequency. BPCT also agrees to enable an unobtrusive hyperlink with the words, "Powered by Interpersonal Frequency" at the bottom of the website. The hyperlink shall direct to the I.F. corporate website.

Exclusions

In addition to the features listed as NOT INCLUDED in the table above, the following are excluded:

1. Expenses, including travel (unless explicitly included above).
2. Content writing, editing, and manual content migration work performed directly by I.F. (except explicitly included above)
3. User manuals.
4. Providing for the payment toward third-party systems, including mapping systems such as Google Maps or ESRI ArcGIS.
5. Integration with payment processing systems not explicitly called out above.
6. Custom Drupal module development not explicitly called out above.
7. Changes to information architecture, website design, or technical scope after approval.
8. Additional Drupal user roles not explicitly called out above.
9. Changes adding more than one calendar month to the project timeline.
10. Extra revisions for deliverables not explicitly called out above.

Statement of Work Change Orders

This Statement of Work, and all aspects of it, may be modified and amended by mutual written consent via email by authorized representatives of Interpersonal Frequency and BPCT, subject to the terms of the Contract and consistent with the specifications and requirements contained therein.

Acceptance

The parties have accepted each and every statement and term stated herein. Each of the two parties must sign below and initial every page.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work ("SOW").

	Interpersonal Frequency LLC ("I.F.")	City of Bridgeport, CT ("the Client")
Name	Harish R. Rao	

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Position	CEO	
Date		
Signature		

Fulcrum, Voice of Citizen[®], Voice of Patron[®]: I.F. SaaS Services Agreement: Spring 2021 Version

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Software-as-a-Service Agreement

THIS INTERPERSONAL FREQUENCY LLC SOFTWARE AS A SERVICE AGREEMENT (this "Agreement"), by and between INTERPERSONAL FREQUENCY LLC (I.F.) and the Client identified in the MSA or SOW (as defined below) is executed by and between such entities as of the effective date of such SOW or MSA ("Effective Date") for the products and services described herein and therein;

RECITALS

WHEREAS, the Parties have negotiated the terms of an I.F. Master Services Agreement, other named I.F. services agreement or a Client form of services agreement (collectively, the "MSA") by which I.F. will perform and provide certain products or professional services to Client (collectively, "Professional Services"); and

WHEREAS, in connection with the performance and delivery of the Professional Services and any and all other materials and work product covered by the MSA and/or this Agreement (collectively "Deliverables"), the Client desires to have access to I.F.'s Software platform tools and functions (the "Software as a Service" or the "SaaS Services") and any other products or services set forth in any exhibit hereto on the terms and conditions hereof and thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Definitions.

As used in this Agreement, the following capitalized terms shall mean and be interpreted as follows:

(a) "Aggregated Statistics" means data and information related to Client's use of the Software and the SaaS Services (but which do not personally identify or profile Client or its Authorized Users) that are collected or received by I.F. in an aggregated and anonymized manner, including to compile statistical and performance information relating to the SaaS Services and data regarding Client's and its Authorized Users' use of the SaaS Services and the web site on which the SaaS Services are hosted or by which I.F.'s services are accessed or delivered.

(b) "Authorized User" means Client's employees, consultants, contractors, agents, web site visitors or other permitted users who or which are authorized by Client to access and use the SaaS Services under the rights granted to Client hereunder.

(c) "Client Data" means, other than Aggregated Statistics, information, data and other content, in any form or medium, that is submitted, posted, transmitted or otherwise provided by or on behalf of Client or an Authorized User in the Software or through the SaaS Services.



(d) "Documentation" means I.F.'s user manuals, handbooks and guides relating to the SaaS Services provided to Client hereunder, either electronically or in hard copy form, and any and all other Client or end user documentation relating to the SaaS Services.

(e) "Cloud Provider" means the provider of Cloud Services which, as of the Effective Date hereof, is Amazon Web Services ("AWS"), but such term includes any and all successors or additional hosting providers thereto.

(f) "Cloud Services" means the provision of on-demand online access to the SaaS Services and all hardware, software, computing power and resources relating thereto.

(g) "I.F. Intellectual Property" or "I.F. IP" means the SaaS Services, the Documentation and any and all other intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, I.F. IP includes Aggregated Statistics and any and all other information, data or other content derived from I.F.'s monitoring of Client's or an Authorized User's access to or use of the SaaS Services, but does not include Client Data.

(h) "Service Level Agreement" or "SLA" means the agreement attached as Exhibit B, and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(i) "Statement of Work" or "SOW" means the document attached as Exhibit A, which may take the form of a "Quote & Order Form for Services or Software Subscription" (or other form), and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(j) "Software" the source code and object code and any and all other software tools, functionalities and information necessary to use, operate and maintain the SaaS Services.

(k) "SaaS Services" means the software-as-a-service offering described in Exhibit B and includes, if selected and paid for by Client, access to and use of I.F.'s proprietary software data analytics tools or products known as "Fulcrum" and/or "Voice of Patron[®]," and/or "Voice of Citizen[®]," as modified from time to time, and any other I.F. tools, functions or capabilities.

(l) "Third-Party Products" means any third-party products described in Exhibit A or Exhibit B provided with or incorporated into the Software or SaaS Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned upon Client's payment of all Fees associated with the Deliverables provided to Client under the MSA, this Agreement and any other agreement or understanding between the Parties, and compliance with all other terms and conditions hereof and thereof, I.F. hereby grants to Client a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the SaaS Services during the Term, solely for use by Authorized



Users in accordance with the terms and conditions hereof. Such use is limited to Client's internal business use and operations. I.F. shall provide to Client the necessary passwords and network links or connections to allow Client to access the SaaS Services. The number of Authorized Users is not expressly limited unless so indicated in the SOW, but concurrent use of the SaaS Services shall be subject to the technical capabilities of the I.F. infrastructure and the devices and connectivity of the Authorized Users.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, I.F. hereby grants to Client a non-exclusive, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the SaaS Services.

(c) Use Restrictions. Client shall not use the SaaS Services or the Documentation, in whole or in part, including any integrated I.F. products or Third Party Products, for any purposes beyond the scope of the rights of access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SaaS Services, the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Software or any other element of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Documentation; or (v) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or that violates any applicable law or regulation.

(d) Reservation of Rights. I.F. reserves all rights and interests not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Client, to any Authorized Users or to any third party any intellectual property rights or other right, title or interest in or to the I.F. IP, the Software, the Documentation or the SaaS Services.

(e) Suspension or Termination of SaaS Services. Notwithstanding anything to the contrary in this Agreement, I.F. may, at its option, temporarily suspend Client's and/or any Authorized User's access to any portion or all of the SaaS Services, without termination of this Agreement, or terminate this Agreement and all of Client's and its Authorized User's access to SaaS Services in the event that:

(i) I.F. reasonably determines that (A) there is a threat or attack on any of the I.F. IP or any Cloud Provider's I.P.; (B) Client's or any Authorized User's use of the I.F. IP disrupts or poses a security risk to the I.F. IP, to Cloud Provider's I.P. or to any other customer or vendor of I.F.; (C) Client or any Authorized User is using the I.F. IP for fraudulent or illegal activities or in violation of I.F.'s or the Cloud Provider's acceptable use policy or any other policies; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject



of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) I.F.'s provision of the SaaS Services to Client or to any Authorized User is prohibited by applicable law;

(ii) any vendor of I.F., including but not limited to, the Cloud Provider, has suspended or terminated I.F.'s access to or use of any third-party services or products required to enable Client to access the Services; or

(iii) in accordance with Section 5(a)(iii) (any such suspension or termination described in sub-paragraph (i), (ii), or (iii) above, a "Services Suspension" or a "Services Termination" as applicable).

(iv) I.F. shall use commercially reasonable efforts to provide written notice of any Services Suspension or Services Termination to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. I.F. shall use commercially reasonable efforts to resume providing access to the SaaS Services as soon as reasonably practicable after the event giving rise to a Services Suspension is cured. I.F. WILL HAVE NO LIABILITY FOR ANY DAMAGES, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS), OR ANY OTHER CONSEQUENCES THAT CLIENT OR ANY AUTHORIZED USER MAY INCUR AS A RESULT OF A SERVICES SUSPENSION OR SERVICES TERMINATION.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, I.F. may electronically log and monitor Client's and any and all Authorized User's use of the SaaS Services and collect and compile Aggregated Statistics but may not sell. As between I.F. and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are granted and retained solely by I.F. and such rights are hereby waived and released by Client. Client acknowledges that I.F. may compile Aggregated Statistics based on Client Data input into the SaaS Services. Client agrees that I.F. may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that the publication, release or transfer of such Aggregated Statistics do not identify personally Client or its Authorized users or disclose Client's Confidential Information.

(g) **Cloud Services.** I.F. has contracted with the Cloud Provider to make Cloud Services available to Client and any and all Authorized Users. Any SaaS Services-related issues that are caused or contributed to by outages or other problems with the Cloud Services should be promptly referred to I.F. for handling. Client acknowledges and agrees, on its own behalf and on behalf of all Authorized Users that the Cloud Services are provided by the Cloud Provider and the Cloud Provider, which retains the unlimited right to service, make modifications and/or enhancements to and manage the Cloud Services at any time in its discretion. Client and Authorized Users shall at all times have online access to the applicable terms of service, service level agreements and acceptable use policies of the Cloud Provider which are hereby integrated into and made a part of this Agreement in Section 3 below. Execution of this Agreement constitutes Client's approval of such terms and conditions, on its own behalf and on behalf of all Authorized Users.



3. **Service Levels & Support; Cloud Provider Terms.**

(a) **Modifications to SaaS Services or Software.** Client hereby acknowledges and agrees that I.F. may, at any time without prior notice, change, modify, enhance or alter any features, functions or capabilities of the SaaS Services or the Software, in its sole discretion, without affecting any term or condition of this Agreement (including Fees) so long as such changes do not materially and adversely affect Client's overall user experience or efficiency.

(b) **Service Levels.** Subject to the terms and conditions of this Agreement, I.F. shall use commercially reasonable efforts to make the SaaS Services available in accordance with the service levels set out in the attached Exhibit B, which is hereby incorporated herein.

(c) **Support.** The access rights granted hereunder entitles Client to the SaaS support services described on Exhibit B for ongoing and continuous one year periods following the Effective Date hereof, if and to the extent that Client purchases such support services at the Fees applicable thereto.

(d) **Cloud Provider; Cloud Services.** Client hereby acknowledges and agrees that the Cloud Services are made available to Client and to Authorized Users in accordance with the following Cloud Provider terms and conditions, as amended from time to time (and automatically incorporated herein as and when so amended), and any and all other Cloud Provider terms and conditions applicable to the Cloud Services:

- (i) The AWS Online Subscription Agreement is found at <https://aws.amazon.com/agreement/>.
- (ii) The AWS Online Services Terms is found at <https://aws.amazon.com/service-terms/>.
- (iii) The AWS Online Service Level Agreements, found at <https://aws.amazon.com/legal/service-level-agreements/>.

(d) **Disclaimers.** The Client, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that the foregoing Cloud Provider terms and conditions describe, restrict, limit and disclaim certain rights, obligations, damages and liabilities of or available to I.F. as its prime contractor and by extension to Client and to any and all of its Authorized Users. Client, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that (i) nothing in this Agreement is intended to nor shall be deemed to create any duty, obligation or liability of, by or against I.F. regarding the Cloud Services that are excluded or disclaimed by Cloud Provider, (ii) that the foregoing Cloud Provider terms of use and subscription agreement shall govern any conflicting terms herein as to the Cloud Services, and (iii) CLIENT AND ALL AUTHORIZED USERS HEREBY AGREE TO LOOK SOLELY TO THE CLOUD PROVIDER (AND HEREBY WAIVE AND RELEASE I.F. FROM) ANY AND ALL DUTIES, RESPONSIBILITIES, DAMAGES AND LIABILITIES ARISING OR RESULTING FROM ANY FAILURE OR DEFECT IN THE CLOUD SERVICES WITHIN THE CLOUD PROVIDER'S CONTROL AND/OR OUTSIDE I.F.'S CONTROL.



(e) **Client Data Recovery & Retention.** During the Term hereof, Client shall have the right to access, download and use all Client Data, included all Authorized User data, in its discretion and as permitted by applicable law, the obligations of which shall be Client's sole responsibility. Notwithstanding the foregoing, Client must recover any and all Client Data that it desires to receive and retain not later than ninety (90) days after termination of this Agreement, regardless of cause (the "Data Recovery Period"). After expiration of the Data Recovery Period, I.F. may destroy or delete all Client Data from all I.F. computers, services and cloud instances.

4. **Client Responsibilities.**

(a) **General.** Without prejudice to any and all duties and obligations of Client hereunder under any other agreement, Client is responsible and liable for all uses of the SaaS Services and Documentation resulting from any access provided or permitted by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Authorized Users aware of their duties and obligations hereunder as applicable to their respective use of the SaaS Services and shall cause Authorized Users to comply with all such requirements.

(b) **Third-Party Products.** I.F. may from time to time, upon request by Client or otherwise, make Third-Party Products available to Customer independently of the SaaS Services by separate agreement or as an element hereof. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions (wherever memorialized) and, only if hosted or supported by I.F., will be subject to any applicable flow through provisions referred to in Exhibit A or Exhibit B as applicable. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products.

5. **Fees and Payment.**

(a) **Fees.** Client shall pay I.F. the fees ("Fees") as set forth in the Statement of Work without offset or deduction. Client shall make all payments hereunder in U.S. within forty-five (45) days after receipt of I.F.'s completed invoice. If Client fails to make any payment within sixty (60) days of its due date, without limiting I.F.'s other rights and remedies: (i) I.F. may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly; (ii) Client shall reimburse I.F. for all reasonable costs incurred by I.F. in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ninety (90) days or more, I.F. may suspend Client's and its Authorized Users' access to any portion or all of the SaaS Services (without terminating this Agreement so that further Fees may accrue) until all such amounts are paid in full.

(b) **Taxes.** All Fees and other amounts payable by Client under this Agreement are exclusive of taxes assessments or other charges by governmental authorities. Client is a tax exempt organization and will provide I.F. with proof thereof.



(c) **Auditing Rights; Retention of Records.** Client agrees to maintain complete and accurate records during the Term and for a minimum period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. I.F. may, at its own expense, on reasonable prior notice, periodically inspect and audit Client's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Client has underpaid I.F. with respect to any amounts due and payable during the Term, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Such inspection and auditing rights will extend throughout the Term of this Agreement and shall terminate upon the termination or expiration of this Agreement.

6. **Confidential Information.**

From time to time during the Term, and to the extent permitted by law, either Party may disclose or make available to the other Party information about its business affairs, products, intellectual property, trade secrets, non-public and proprietary third-party information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without access to or use of the proprietary data or material. The receiving Party shall not disclose the disclosing Party's Confidential Information, marked confidential, to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, and upon request, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, that, with respect to any Confidential Information that constitutes a patentable invention or trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to patent or trade secret protection under applicable law.

7. **Intellectual Property Ownership; Feedback.**

(a) **I.F. IP.** Client acknowledges that, as between Client and I.F., I.F. owns all right, title, and interest, including all intellectual property rights, in and to the I.F. IP and to the intellectual property rights of its licensors. With respect to Third-Party Products, the applicable third-party providers own all right,



title, and interest, including all intellectual property rights, in and to the Third-Party Products subject to I.F.'s license rights therein.

(b) **Client Data.** I.F. acknowledges that, as between I.F. and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to I.F. a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for I.F. to provide the SaaS Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display any and all Client Data incorporated within the Aggregated Statistics; however, I.F. shall not sell Client Data or Aggregate Statistics.

(c) **Feedback.** If Client or any of its employees, contractors, agents or Authorized Users sends or transmits any communications or materials to I.F. by mail, email, telephone or otherwise, suggesting or recommending changes to the I.F. IP, including without limitation, the addition of new features or functionalities relating thereto, or any comments, questions, suggestions or the like relating thereto (collectively, "Feedback"), I.F. is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to I.F., on Client's behalf and on behalf of its employees, contractors, agents and/or Authorized Users, all right, title, and interest in and to such Feedback, and I.F. is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although I.F. is not required to make any use of any Feedback.

8. **Data Protection Terms.**

For purposes of this Section 8, the following terms shall mean as follows:

"*Business*" means as defined in the CCPA.

"*CCPA*" means the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et. seq.

"*Data Protection Laws*" means all applicable laws, regulations and requirements in any jurisdiction relating to data privacy, data protection, data security and/or the processing of Personal Information, including, without limitation, the CCPA.

"*Data Subject*" means an identified or identifiable natural person about whom Personal Information relates, including a "consumer" as defined in the CCPA.

"*Data Subject Rights*" means those rights identified in the CCPA as granted to Data Subjects.

"*Personal Information*" includes any personally identifiable information as defined by applicable Data Protection Laws and includes any Client Data which meets such definition.

"*Process*" and "*Processing*" means any one or more operations performed on personal information, whether or not by automated means.



"Sale" or "sell" means as defined in the CCPA.

"Security Breach" means (i) the loss or misuse of Client Data; or (ii) the inadvertent, unauthorized and/or unlawful Processing, disclosure, access, alteration, corruption, transfer, sale, rental, destruction or use of any Client Data.

"Service Provider" means as defined in the CCPA.

(a) Client hereby represents, warrants and covenants to I.F. that Client has provided or will provide timely, correct and complete privacy notices to all Data Subjects included in Client Data in compliance with all applicable Data Protection Laws. Client further represents, warrants and covenants to I.F. that Client has obtained or will obtain timely, transparent, informed, voluntary and complete consents from all Authorized Users as required by Data Protection Laws for Client's use of the SaaS Services and Software, including (i) consent to I.F.'s collection, use, and disclosure of Client Data (to the extent such data includes Personal Information) and (ii) I.F.'s Processing, use, storage and transfer of Client Data relating to Client's and Authorized Users' use of the SaaS Services and Software.

(b) For CCPA purposes, if and as applicable, the parties agree that I.F. is or shall be deemed to be a Service Provider to the Client for all purposes covered by this Agreement. Accordingly, the parties hereby agree that I.F.'s access to and use of any and all Client Data uploaded into the SaaS Services and/or Software or otherwise provided to or made available to I.F. which constitutes Personal Information is subject to the following agreements and restrictions:

(i) The Client is providing such Client Data only as necessary for I.F. to carry out the business purposes represented by this Agreement;

(ii) I.F. agrees not to retain, use or disclose the Client Data for any purpose except to perform this Agreement for the Client;

(iii) I.F. agrees not to sell, disclose or provide access to the Client Data to any third party except to the Cloud Provider and then solely to perform the Cloud Services for the benefit of the Client. Client's execution of this Agreement constitutes Client's consent to all such uses and disclosure by I.F. to the Cloud Provider; and

(iv) I.F. agrees to cooperate with and support the Client's compliance with and response to any consumer's exercise of its Data Subject Rights under the CCPA relating to any Client Data held by I.F. or by the Cloud Provider; *provided that* I.F.'s sole obligation to the Cloud Provider is to notify it of any such exercise of Data Subject Rights and carry out Client's instructions with regard thereto.

(c) I.F. agrees to take all reasonable actions to Process any Personal Information subject to Data Protection Laws only in accordance with Client's instructions solely to perform the terms and conditions of this Agreement for the sole benefit of the Client.



(d) If either party believes that a Security Breach has occurred, such party must notify the other party as promptly as possible without unreasonable delay. Each party will reasonably assist the other party in complying with and mitigating any potential damage resulting from a Security Breach in accordance with applicable Data Protection Laws.

9. Limited Warranty and Warranty Disclaimer.

(a) I.F. warrants that the SaaS Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation and this Agreement. I.F. does not make any representations or guarantees regarding uptime or availability of the SaaS Services unless and to the limited extent specifically identified in Exhibit B. The remedies set forth in Exhibit B are Client's sole remedies and I.F.'s sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY TO, AND INTERPERSONAL FREQUENCY STRICTLY DISCLAIMS, ANY AND ALL WARRANTIES WITH RESPECT TO ANY CLOUD PROVIDER PRODUCTS OR SERVICES AND/OR THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE INTERPERSONAL FREQUENCY IP IS PROVIDED "AS IS" AND INTERPERSONAL FREQUENCY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTERPERSONAL FREQUENCY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), INTERPERSONAL FREQUENCY MAKES NO WARRANTY OF ANY KIND THAT THE INTERPERSONAL FREQUENCY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Indemnification.

(a) I.F. Indemnification.

(i) I.F. shall indemnify and hold Client harmless from and against any and all losses, fines, damages, liabilities and costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding (collectively, "Third-Party Claim") that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets), provided that Client promptly notifies I.F. in writing of the claim, cooperates with I.F. and allows I.F. sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears to be possible of assertion, Client agrees to permit I.F., at I.F.'s sole discretion, to (A) modify or replace the SaaS Services, or any component or part thereof, as necessary to make the SaaS Services non-infringing, or (B) obtain the right for Client to continue use of the SaaS Services in any



acceptable form. If I.F. determines that neither alternative is reasonably available, I.F. may terminate this Agreement in its entirety or with respect to the affected component or part of the SaaS Services or the SaaS Services as a whole, effective immediately on written notice to Client.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by I.F. or not authorized by I.F. in writing; (B) modifications to the SaaS Services not made by I.F.; (C) Client Data; or (D) any Cloud Provider products or services or Third-Party Products.

(b) **Client Indemnification.** Client shall indemnify and hold I.F. harmless from and against any and all Losses incurred by I.F. resulting from any Third-Party Claim that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets) due to the Client Data or the uses or operations of Client, for any failure of Client to comply with all applicable laws, regardless of whether such non-compliance relates to this Agreement or the SaaS Services or due to any other action or omission of Client that is beyond I.F.'s responsibility or control.

(c) **Insurance requirements:** The following insurance coverage is required of the I.F. who shall ensure that the City of Bridgeport is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner. I.F. shall procure, present to the City of Bridgeport, and maintain in effect for the Term without interruption the insurance coverages identified below, **as applicable to its business with the Client**, with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City of Bridgeport.

Professional Liability insurance (claims made form) with data breach coverage and with minimum limits of \$1,000,000, or as otherwise required by the City of Bridgeport.

Commercial General Liability Insurance (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 person/\$2,000,000 per occurrence and \$300,000 property damage **and Umbrella Insurance** with a minimum limit of \$5,000,000.

Environmental Pollution Liability Insurance insuring against bodily injury, property damage, and remediation expenses arising out of the release of contaminants into the environment with minimum limits of \$1,000,000 per person/ \$2,000,000 per occurrence and \$300,000 property damage **and Umbrella Insurance** with a minimum limit of \$5,000,000.



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 \$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.

(d) General Insurance Requirements. All policies shall include the following provisions:

Cancellation notice—The City of Bridgeport shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the City of Bridgeport at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Proof of Insurance —All policies will be evidenced by an original certificate of insurance, declarations page and applicable policy endorsement(s) delivered to the City of Bridgeport and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, all such documents required to be delivered to the City of Bridgeport prior to any work or other activity commencing under this agreement.

Additional insured—The Contractor will arrange with its insurance agents or brokers to name the City of Bridgeport, its elected officials, officers, department heads, employees and agents on all liability 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 of Bridgeport, as its interest may appear. The undersigned shall submit to the City of Bridgeport 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. Such certificates shall designate the City of Bridgeport in the following form and manner:

"City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604"



(e) Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND INTERPERSONAL FREQUENCY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE FOR DIRECT DAMAGES UNDER THIS SECTION 9 IN EXCESS OF THE LIMITATION OF LIABILITY AMOUNT SET FORTH IN SECTION 10 BELOW.

11. Limitations of Liability.

IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER INTERPERSONAL FREQUENCY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL INTERPERSONAL FREQUENCY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO INTERPERSONAL FREQUENCY BY CLIENT UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM(S).

12. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's provisions, will continue in effect until the one-year anniversary of such date (the "Initial Term"). This Agreement will automatically renew for two successive one-year terms unless earlier terminated pursuant to this Agreement's provisions or unless and until either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). After the Renewal Term, this Agreement will continue for an unlimited number of additional successive one year terms or mutually agreed upon term ("Extension Term") unless earlier terminated pursuant to this Agreement's provisions or unless and until either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. For the avoidance of doubt, neither Party has the right of termination of this Agreement for convenience and I.F. shall be entitled to all Fees and charges accruing throughout the Term hereof.

(b) Termination. In addition to any other termination right set forth in this Agreement:

(i) I.F. may terminate this Agreement, effective on written notice to Client, if Client: (A) fails to pay any Fees or other amounts when due hereunder, and such failure



continues for more than sixty (60) days after I.F.'s delivery of written notice thereof; or (B) Client or any Authorized User breaches any of its respective obligations under Section 2(c), Section 2(e) or Section 6; or

(ii) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains unaddressed for thirty (30) days and uncured for sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(iv) Client may terminate if insufficient funds are available in Client's dedicated budget allocation for the next budget year to pay the required Fee for the next Renewal Term and the funds to pay such Fee are otherwise not available by any lawful means whatsoever, then Client may non-appropriate the funds to pay the Fee for the next Renewal Term. Such non-appropriation shall be evidence by the passage of an ordinance or resolution by the governing body of the Client specifically prohibiting the Client from performing its obligation under this Agreement and from using any moneys to pay the Fee due under this Agreement for a designated budget year and all subsequent budget years. If Client non-appropriates, then all obligations of the Client under this Agreement regarding Fees for all remaining Renewal Terms shall be terminated at the end of the then current Initial Term or Renewal Term without penalty or liability to the Client of any kind.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client and all Authorized Users shall immediately discontinue any and all use of the I.F. IP and, without limiting Client's obligations under Section 6, and subject to Section 3(e), Client shall delete, destroy, or return all copies of the I.F. after ninety (90) days. IP and certify in writing to the I.F. that the I.F. IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees or other amounts that may have become due before such expiration or termination, or entitle Client to any refund thereof or thereto.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10 & 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the MSA and any and all other Exhibits and documents incorporated herein by reference, constitute the sole and integrated agreement



of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the terms of this Agreement, the MSA, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence shall govern such conflict or inconsistency: (i) first, the MSA; (ii) second, this Agreement, excluding its Exhibits; (iii) third, the Exhibits to this Agreement (unless and to the extent they expressly override any provisions of the MSA or this Agreement); and (iv) fourth, any other documents incorporated herein by reference (unless and to the extent they expressly override any provisions of the MSA or this Agreement).

(b) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or by email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall I.F. be liable to Client or any Authorized User, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond I.F.'s or any Cloud Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate their original intent as closely as



possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the Connecticut without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Connecticut. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Connecticut in each case located in the city of Bridgeport, Connecticut and the County of Fairfield, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If this Section should conflict with or be inconsistent with the governing law, jurisdiction and venue clause of the MSA, the provisions of the MSA shall govern.

(g) **Assignment.** Client may not assign any of its rights or delegate any of its obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of I.F. Any purported assignment or delegation in violation of this Section will be null and void. No permitted assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and to the benefit of their respective permitted successors and assigns.

(h) **Export Regulation.** The SaaS Services utilize software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export or release the SaaS Services or the underlying software or technology to, or make the SaaS Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, policy, rule or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the SaaS Services or the underlying Software or technology available outside the U.S.

(i) **U.S. Government Rights.** The Software and Documentation tools, components or functionalities comprising the SaaS Services constitute a "commercial item" as defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" under 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the U.S. Government or any contractor therefore, Client only receives those rights with respect to the SaaS Services and Documentation as are granted to all other end users in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government agencies, users and their contractors.

(j) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Client, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to



equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k) Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This Agreement may be executed in electronic form (or signed and scanned into electronic form) and shall be just as valid and enforceable as any original wet-ink signed version thereof.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Approved and Accepted By:

Interpersonal Frequency LLC

CLIENT

By: _____
Harish R. Rao, CEO

By: _____
City of Bridgeport, CT

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A: STATEMENT OF WORK

To be attached.



EXHIBIT B: PREMIER SERVICE LEVEL AGREEMENT; SUPPORT & MAINTENANCE TERMS

This Service Level Agreement is integrated into and made a part of the Agreement and outlines the level of service that I.F. will provide in the event of outages, standard maintenance, scheduled maintenance and other issues with Client's hosted website.

Interpersonal Frequency (I.F.) will provide Client with our Fulcrum cloud server based SaaS hosting, managed Drupal (version 7, 8, or 9) CMS, necessary technical and support infrastructure, and the service levels detailed on the following pages, for a single website (or websites defined in Exhibit A). Domain Name Services (DNS), domain name registration fees, and security certificates for encrypted communication are not included (with the exception of LetsEncrypt.org automated certificates provisioned by I.F.). Additional websites or sub-domains not specified in Exhibit A are excluded and will be removed or suspended if detected unless previously authorized by I.F. in writing.

Fulcrum Cloud Services: Managed Hosting with Drupal CMS Care

The following sections cover Standard Maintenance, Scheduled Maintenance and Emergency Maintenance of the SaaS Services. With certain exceptions described below, each of these forms of maintenance are included with your Fulcrum SaaS subscription over the period specified.

Standard Maintenance

This is routine and necessary maintenance that is done in a way that does not interfere with Client's normal web server operations. This type of maintenance is done on a regular basis. I.F. prioritizes such maintenance based on Client's needs each month and may include:

- examining and rotating server and web log files
- checking automated backups, both of the site & database(s)
- applying standard operating system security patches
- applying standard operating system bug fixes
- applying infrastructure layer patches (PHP, cache, db, etc.)
- applying standard Drupal core CMS security updates
- applying standard Drupal module security updates
- disabling unused accounts, such as those unused for more than 60 days.

In the event there are critical patches that affect our operational security, either at the operating system level or at the Drupal CMS level, I.F. may elect to patch those components through our standard maintenance process at any time in our discretion. However, these are typically part of our Scheduled Maintenance (see below). Standard maintenance covers application and database issues. Backups are done automatically, with a typical minimum of one backup per day (and hourly on the production database).

I.F. follows best practices for installing maintenance updates regularly on the test/staging server first before "pushing" these updates to the live servers. I.F. may request Client to review updates on the testing environment prior to going live. We reserve the right to deploy these types of patches without



Client review.

Scheduled Maintenance: Covered by Separate I.F. Support Plan

Scheduled Maintenance is a higher level of maintenance, where I.F. engineers make preventive or corrective modifications to the configuration of the server or web applications (e.g., Drupal CMS). SCHEDULED MAINTENANCE AS DESCRIBED BELOW IS NOT INCLUDED IN OUR FULCRUM SAAS SUBSCRIPTION. Scheduled maintenance is often part of an (optional) I.F. support plan. In any event, YOU ARE REQUIRED TO PERFORM (OR ALLOW TO BE PERFORMED) SCHEDULED MAINTENANCE, including but not limited to the tasks below. Failure to do so means we may suspend your service to ensure overall system integrity or security.

Tasks include, but are not limited to:

- applying Drupal CMS module updates
- applying Drupal minor version upgrades (e.g., Drupal 8.1 to Drupal 8.2)
- applying patches to custom software / applications, including custom Drupal Modules and third-party applications
- upgrading server software packages, including major "dot releases" (e.g., significant PHP version upgrades)
- major modifications to cloud server configuration (e.g., adding RAM/memory)
- major modifications to the operating system

Because such maintenance tasks are inherently riskier, these tasks are normally scheduled to occur outside of regular operating hours (see below). I.F. normally provides at least two days' notice to affected clients for Scheduled Maintenance. Such maintenance down time does not count against our uptime guarantee. This policy exists to protect our client's interests and the integrity of the software and hardware installation. A client may request that scheduled maintenance occur during business hours if the maintenance is specific to the client or on a Fulcrum dedicated subscription; if this is requested, we require our clients to submit a notice via our support intake system to confirm, as this is outside of I.F.'s policy. I.F. reserves the right to conduct scheduled maintenance at any time, in its discretion, should overall system stability be threatened.

Emergency Maintenance

Emergency Maintenance is performed by I.F. engineers in the event of a "Critical-High-Urgent" emergency, see definition under [Response Time Goals](#) section below. There are two types of emergencies: controllable and uncontrollable.

- Controllable emergencies are emergencies where our client commits an error that is largely preventable. Examples of such errors include but are not limited to bypassing restrictions of the CMS; client engineers performing code updates that were not tested and/or not operating from the "[Clients Who Code](#)" instructions; uploading very large files that are not optimized for the web; DNS changes made without at least two (2) advance day notification to I.F.; or denying the installation of a required security patch; errors caused by third-party APIs.



- Uncontrollable emergencies are emergencies that are largely out of the control of either the client or I.F., such as a break in internet connectivity or Distributed Denial-of-Service condition.

Both types of emergencies are covered by I.F. SLA response times (see below).

Hours of Operation

Interpersonal Frequency uses servers and resources solely in the continental United States of America, except for any Content Delivery Network (CDN) we may provide. The client is required to contact I.F. via authorized means for the response time commitments to apply: via the support intake system or toll-free phone number with a logged ticket. I.F. representatives will respond to non-critical client requests for support within 1 hour during business hours, and by 9 a.m. ET the next business day for non-critical requests submitted outside of business hours. See our response time goals below. Business hours for I.F. are Monday - Friday, excluding Federal holidays, 9am ET - 5pm ET for our U.S. clients based in the Eastern or Central time zones, and 9am – 5pm PT for customers in the Mountain or Pacific time zones.

Getting Support for Fulcrum SaaS or for I.F. Support Plans

In order to obtain support, an authorized contact must request support via the support intake system (preferred) or, in an emergency, call toll-free 844-311-iFiF. You must always first make use of our dedicated toll-free telephone number and/or support intake system prior to calling any individual I.F. employees for our SLA commitments to apply. We make use of ticket tracking software to assist in tracking service requests. I.F. will release information and perform work requested to only to designated, pre-authorized individuals at each client. It is the client's responsibility to update I.F. with the correct authorized users, to include email address and mobile numbers, by having an existing authorized contact email I.F. support at the address above with any changes.

Uptime Commitment and Exclusions

Subject to the provisions of Section 3 (as to our Cloud Provider) and the other terms and conditions of the Agreement, our goal is for our SaaS hosting environment to provide an uptime of 99.95% for public (anonymous) site users and 99.9% for content editors/administrators on a rolling ninety-day basis. These guarantees exclude any Cloud Provider exclusions plus the following conditions:

- Scheduled maintenance;
- Issues caused by user error or by client-specific third-party integrations including controllable emergencies (see definition below);
- Denial-of-Service (DoS) conditions. DoS is defined as a condition where total inbound bandwidth to our CDN (if applicable) or Fulcrum origin servers unexpectedly (i.e., without notifying I.F. support 24 hours in advance) exceeds 120% of the previous 30-days' 90th percentile bandwidth, measured in Gbps;
- DoS-like conditions caused by a customer's unauthorized or inadvertent actions, including but not limited to penetration testing of Fulcrum systems ("pentesting") or other customer error such as excessive queries by an external service or insufficient operating limits of a Client-provided Third-Party service;
- External conditions which exceed normal and allocated operating limit;



- DNS (domain name server) issues, including customer DNS downtime;
- Previously unauthorized testing, scanning, port-scanning, and client security testing; you must notify I.F. one week (5 business days) in advance to conduct such testing, and such testing is subject to I.F. Cloud Provider and I.F. approval at its sole discretion.

I.F. shall have the right, in its sole discretion, to ban IP addresses and/or restrict traffic in order to maintain system stability if any of the above are detected or if the Cloud Provider takes any other remedial actions permitted under its terms of service. Our uptime commitment is only in effect if payment(s) for hosting are up-to-date. Optional Apache Solr or Elasticsearch service which may be included in your Premier Fulcrum hosting are excluded from our uptime commitment.

Emergency Service Conditions

This Agreement includes the following levels of emergency service:

- Uncontrollable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, I.F. will work to mitigate or fix any issues caused by increased traffic, denial-of-service attack, or other server or network based issues as quickly as possible. There is no additional charge above the standard monthly fee agreement so long as these issues are not caused by any change from the client or its contractors who have been authorized to work on Fulcrum Cloud Services or-related third party systems.
- Controllable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, a controllable emergency is any issue that could be corrected through the regular management admin interface and related web based interfaces available to the client. This includes, but is not limited to, issues that could be corrected by un-publishing content due to formatting issues, poorly formatted database queries caused by non-I.F. engineers on database(s), programming errors introduced by the client or by third-party tools and APIs integrated with the clients' website, or site usage/bandwidth exceeding allocated amounts (defined below), and unavailability relating to malware, viruses, Trojan horses, and/or malicious code that was introduced by the client directly or indirectly, and client DNS outage or usage of the site as a file server.

I.F. technicians will respond to "Critical/High/Urgent" emergencies (see definitions under "Response Time Goals" section below) issues within 1 (one) hour during regular business hours. You must notify us if you detect an issue via the modes identified in the earlier "Getting Support for Fulcrum SaaS or for I.F. Support Plans" section for our response times to apply. I.F. strives to respond more quickly than these time frames; these are our minimum commitments. I.F. engineers will determine if an outage or issue is an uncontrollable or controllable emergency based on overall hosting system availability for all I.F. clients; if no other clients are experiencing related or similar issues, we will preliminarily judge the issue to be "controllable." In any case, our first priority is to resolve any critical or emergency issues. After resolution, I.F. will perform a "root cause" analysis, which will provide information on why the failure occurred and how to prevent it in the future. If necessary, the root cause analysis will also judge the critical or emergency issue as "controllable" or "uncontrollable."



Response Time Goals

Criticality	Description	Response Time	Resolution Time Objective
Critical - High - Urgent	The production environment is unavailable for a large number of anonymous users or authenticated users or the Client's business operations are severely impacted with no available workaround.	Under 1 hour	1 hour
Medium	The production environment is operating but an issue is causing disruption of business operations and any workarounds are insufficient; dev/testing/train environment are severely degraded affecting authenticated user access (e.g., content authors, developers).	1 hour during business hours; 2 hours otherwise	4 business hours
Low	All environments are operating, but the issue is inconveniencing a minority of public or authenticated users	2 hours during business hours; next business morning otherwise	5 business days

The above service response times and Recovery Time Objectives are our commitments, subject only to any constraints or limitations imposed by our Cloud Provider. I.F. makes every commercially reasonable effort to respond and resolve issues as quickly as possible. In general, we can respond to most Critical systems issues within five minutes.

During weekends, US Federal holidays, and evening hours, an emergency response fee of \$500 will be charged per incident and added to your hosting invoice should the incident be deemed a controllable emergency. This is in addition to any regular fees you pay for hosting. There is no charge (above the standard fee) for non-emergency issues responded to during normal business hours.

Escalation: In case of any kind of emergency issue that causes an outage, we automatically escalate to a supervising engineer after one hour (or faster if no relevant issues are seen). If the senior engineer cannot find the cause after one hour, it will be escalated to the network provider and, if necessary, the Cloud Provider.

Monitoring: I.F. uses commercially reasonable means to monitor our Cloud Services performance and Client site status. IT IS YOUR RESPONSIBILITY TO REPORT ISSUES TO I.F. VIA THE PREVIOUSLY DEFINED EMAIL AND/OR PHONE NUMBER FOR OUR SERVICE COMMITMENTS TO APPLY. These systems automatically notify us of many possible issues. We reserve the right to deactivate or discontinue the use of any/all I.F. monitoring or alarms caused by intermittent issues unresolved by the Client, including Client DNS issues or API-limit issues causing throttling of Client-provided Third Party Services, at any time and suspend our uptime guarantee until such issues are remediated by the Client to the satisfaction of I.F. in



its sole judgement.

Service Credit

I.F. strives to ensure that all the web properties we manage are accessible at all times. There are circumstances, both in and outside of our control that may cause interruptions of service. Our systems are monitored 24 hours a day through automated systems continuously, and our technicians are paged immediately upon any monitoring alerts. Should we be alerted to a problem, we will begin work during business hours and continue to work beyond regular business hours with no extra charge to Client. In the unlikely event that we are unable to meet our response time guarantee or our server uptime guarantee for reasons within our control (excluding those caused by Cloud Provider), I.F. will credit a pro rata amount. The amount of proration will be based on the formula: (Fulcrum Managed Cloud Hosting Yearly Fee) / 12 (i.e., number of months in a year) = amount of Service Credit. The Service Credit will exclude any fee paid for non-Fulcrum items (e.g., Drupal Support hours/tickets, if applicable, the pro rata bundled cost of a Voice of Citizen® subscription, CDN subscription). This service credit will be issued against a subsequent hosting invoice (e.g., the next quarter or year depending on your billing setup). If the issue is an uncontrollable emergency and we fail to respond in within our Response Time, we will also not assess any emergency response fee. We will measure the total time of failure using our internal monitoring system. One such service credit is available per each one-year subscription period.

Infrastructure, Scaling, and Redundancy

We provide redundancy through I.F. and the Cloud Provider's architecture, and both I.F. and the Cloud Provider each maintain automated tools to facilitate recovery where redundancy is not feasible. We engage Cloud Providers with a cloud server footprint in multiple data centers to facilitate restoration in the event of a datacenter-level failure. We urge you to use redundant providers for upstream services like DNS which Fulcrum Cloud Services rely upon.

Database and File size

Client website's (database and files) are limited in space (detailed in the Fulcrum hosting quote you will receive and/or in [Exhibit A](#) Statement of Work). Client will be notified if more space is required and billed for at then prevailing rates. The maximum file size permitted on our Fulcrum Cloud Services is 256MB; we recommend files no larger than 15MB hosted on our systems for optimal performance. Some clients will receive the (optional, extra fee) Fulcrum Large File Uploads feature; for such clients, the maximum file size permitted is 5GB.

Page Views & Bandwidth

Web hosting includes up to a defined maximum per month (see your Fulcrum hosting quote or [Exhibit A](#) Statement of Work), and consistent overage in page views will require additional hosting fees. In addition, total bandwidth transfer to Fulcrum origin servers is limited to 2TB (both inbound and outbound) each month. Our optional CDN/WAF/DDoS Third-Party service has virtually unlimited bandwidth for public / anonymous users included. We reserve the right to manage traffic across our upstream networks to protect our operations, including restricting traffic and/or IPs. VIDEOS ARE NOT ALLOWED TO BE HOSTED DIRECTLY ON OUR FULCRUM ARCHITECTURE; WE REQUIRE OUR CLIENTS TO USE A THIRD PARTY SERVICE (E.G., YOUTUBE) FOR VIDEO FILES. Should peak usage conditions require I.F. to horizontally or vertically



scale origin server resources, I.F. will provision necessary resources to protect system integrity and invoice the Client at our cost + 20%.

Backups

Fulcrum automatically makes encrypted hourly backups of content, and encrypted daily backups of file information and code repositories on production ("live") systems. Data restoration requests must be made to I.F. support via email and will be prioritized accordingly. Excessive requests (beyond one such request per calendar month) shall be billed at the then-prevalent DevOps engineering rate per quarter-hour thereof. Non-production environment backups (e.g., for development, testing, or training servers) are done daily. The client can elect to make and download a backup at any time in any environment via Fulcrum GUI. You may download any backup at any time to your own systems. Retention of backups from production and other environments is on a rolling 7-day basis, with the oldest backups automatically deleted. Clients may elect, contingent on an extra fee, for the Fulcrum 6 Month backup retention feature. For such clients, one (1) weekly backup is preserved each week for 6 Months, on a rolling basis, and beyond the normal 7-day basis retention.

Infrastructure

The collective infrastructure of I.F. and its Cloud Provider provides burst capacity to millions of anonymous users, which will be able to handle the typical traffic on the client's website. The hosting fee includes security updates for the Drupal CMS but not major/minor revision upgrades (e.g., Drupal version 7 to Drupal version 8). Such upgrades are handled via an optional I.F. support plan if desired. Our fee does include I.F. or Cloud Provider hosting infrastructure upgrades (e.g., hardware, operating system, etc.) as needed. I.F. reserves the right to adjust cache times (i.e., content publishing cache) to ensure client site operability.

Voice of Patron®/Voice of Citizen® SaaS analytics service

Premier SLA customers may receive a subscription to our Voice of Patron® (for public libraries) or Voice of Citizen® (for civic government) service, with semi-annual reporting (i.e., two (2) reports per year) and insights collection, included with their Fulcrum SaaS subscription. This technology collects analytics about your web users via an active (survey)-based system and passive (behavioral/clickstream) system. Please see related [Privacy Policy](#) and [Terms of Service](#).

Drupal Support from our Solutions Engineering Team

In addition to Drupal CMS Care, which is a part of our Fulcrum SaaS services, we may provide you with an I.F. Support contract. Support Contract tickets/hours are separate from Drupal CMS maintenance services. However, you will contact the I.F. Solutions Engineering Team through our support intake system as you would for Fulcrum-related questions. Drupal Support contract response times are different than Fulcrum cloud services response times and negotiated separately as part of your Support contract.

This Service Level Agreement (SLA) is subject to change at any time, in our discretion, and such changes or amendments will automatically apply to the Agreement and to this Exhibit B.



Disaster Recovery

I.F. provides superior service level guarantees on network uptime, infrastructure availability and server failure replacements, subject to the terms of use of our Cloud Provider. These high level service commitments are augmented with a high-availability backup placed in a separate data center of the Cloud Provider.

Network Outage Scenario

In the event of a prolonged network outage does not prevent us from, and at Client's written request, I.F. will move the client web site / systems to another facility. The website and data will be recovered from the most recent available known-good backup of the site, and moved to a separate hosting provider once the new infrastructure has been made available to I.F. engineers. Migration to the new Cloud Provider or alternative facility will be billed at the then current I.F. billing rates (if an I.F. support plan is not already in place), and the hosting costs of the new servers are the responsibility of the client.

Severe Cloud Server or Infrastructure Failure Scenario

In the event of a severe server or infrastructure failure whereupon the client's website or applications are rendered unreachable, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the clients' website from the most recent "good" backup upon provisioning by I.F. of new servers. This will be done at no additional charge to the client so long as it is not the result of a controllable emergency issue, as defined above.

Data Center Disaster Scenario

In the unlikely event of a natural or man-made disaster that disables the entire data facility within which our clients' website(s) reside, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the client's web site, at the client's request, to an unaffected data center, assuming that the backup is recoverable from the affected data facility. (I.F. standard policy is to have one backup of a client's website and data in a physically separate facility from the main facility.) Migration to a new Cloud Provider or Cloud Provider hosting facility will be billed at then-current I.F. billing rates, and the hosting costs of the new servers are the responsibility of the client. The client's website may be restored from a backup to a secondary Cloud Provider site at no charge.



Security for Fulcrum Cloud Services & SaaS Services

Fulcrum is designed specifically as an enterprise government Drupal web platform and uses a security first approach. Subject to the terms of use of our Cloud Provider, Fulcrum provides a secure platform where I.F. customers may develop and maintain highly-available, secure websites. Subject to the terms of use of our Cloud Provider, I.F. manages, monitors, and secures the environment where our customer websites run including the operating system and LEMP (Linux, Nginx, MySQL, PHP) stack and network layers. Additionally, I.F. provides tools to manage this system.

Subject to the terms of use of our Cloud Provider, I.F. will protect our customers' Drupal installation with secure infrastructure, appropriately configured access to resources, and industry-leading best practices around updates and managing data. Fulcrum provides:

- Docker-container based architecture, wherein every component is isolated and treated from a least-trust model where possible
- Denial of Service Protection via Third-Party product DDoS protection (optional), WAF, and Amazon AWS load balancer/IP means
- Automated security monitoring on the Fulcrum origin servers
- HTTPS with End-to-end encryption (the client is responsible for providing security certificate(s) unless LetsEncrypt.org service is used, as recommended)
- IP-whitelisting via Fulcrum Zuul, Fulcrum Streamlined Whitelist (FSW) and optional MFA (multi-factor access)
- Role-based permissions
- Automated encrypted backup and retention, including hourly backups of production environment database (Note: restoration requires a support ticket to I.F. support)
- Secure code and database access via version control and other means (Note: I.F. does not provide direct database access to Fulcrum SaaS Services)
- Secure Cloud Provider data centers that are SOC 2 Type II and/or ISO 27001 certified; optional GovCloud FISMA/FedRamp environment available though not recommended for I.F. non-U.S. Government customers).

The architecture is run as though no single component can be trusted by ensuring isolation between components. The Fulcrum infrastructure is built on a container-based architecture (Docker), which can be run in both the public cloud (AWS) as well as a private cloud environment (e.g., the clients' Tier 1 data center). Containers allow partitioning into isolated areas where individual applications (e.g., web server, Varnish cache, etc.) can run virtually independently. The Fulcrum infrastructure isolates resources while making it simple to scale and deploy updates across the entire infrastructure readily. We support encryption including TLS. The Fulcrum architecture uses the Amazon Aurora distributed file system in the cloud, leveraging either Amazon's Elastic File Store (EFS), or when configured in a client data center, GlusterFS bricks. Database services are also clustered, using Amazon's Aurora distributed database service (in the cloud) or MariaDB Galera Cluster in a client data center. Resources are accessed over encrypted channels using client-server authentication. Fulcrum core infrastructure will never be directly accessible by the public (and its BGP origin protected) by our optional CDN/WAF/DDoS service. This means that DDoS and other types of router-based attacks more difficult. All of these features combined together is



why we (in conjunction with our Cloud Provider) can offer a 99.95% public uptime (must select optional CDN/WAF/DDoS service).

Security Monitoring & Network Intrusion Protection

I.F. runs a multitude of automated and other checks in real time of its Fulcrum cloud-hosted environment, made available to our DevOps team via the Amazon Cloudwatch service. These systems allow logging and auditing of activities via monitoring tools like New Relic. I.F. uses AWS security groups and public/private key as the only way a Fulcrum admin can access a server for administration level access (command line access). Traffic is tunneled to origin servers, preventing circumvention of request validation, filtering, and caching. The public/private key security infrastructure runs for any services available from our Fulcrum GUI, Fulcrum Deploy, and Fulcrum Hinge workflow. At the container layer, our infrastructure detects and prevents unauthorized host access. Our logging infrastructure records the identity of blocked accounts for later investigation. Security logs from the servers are collected and analyzed.

Denial of Service Protection

I.F. works with Amazon (or other Cloud Provider) and Third-Party CDN/WAF/DDoS product (if selected) to provide management of denial-of-service attacks, filtering ongoing attacks and isolating traffic streams through Cloud Provider load balancers for each production (live) site and the production environment. Our CDN/WAF/DDoS services (which are optional) include BGP origin protection, making it challenging for public users to uncover the Fulcrum origin IPs. Fulcrum is designed from the ground-up to mitigate malicious bot attacks. Our solution's optional CDN/WAF/DDoS provides significant protections against Botnet attacks (layer 3, 4, and 7 OSI-model attacks), as well as BGP origin protection. I.F. and its Cloud Provider defend, host and defend some of the largest government customers in the United States. We are confident of providing you a highly available platform should you select our Fulcrum with CDN/WAF/DDoS Cloud Services.

Data Center Security

I.F.'s primary data centers are with Amazon Web Services (AWS), which provides 24/7 direct support on any issue. Access to data centers is granted through both keycard and biometric scanning protocols, and protected by round-the-clock surveillance monitoring. Every AWS data center employee undergoes a thorough background security check before hiring. The I.F. team does not have access to physical servers except those that may be provided by a client at a DR facility should you so choose (which is not a standard part of Fulcrum Cloud Services).

I.F. Employee Administrative Access

We grant access according to least privilege. Authorized employees can interact with servers via a secure system without terminal access—and if they must, SSH-key based authentication is used (no direct SSH to Fulcrum SaaS is possible; a bastion server is used). All I.F. DevOps and Drupal engineering employees, including the core team and Drupal Solutions Engineers, have undergone rigorous background checks. Our team is chosen and trained specifically for the needs of security conscious U.S.-based government customers.



Releasing Patches and Updates

I.F. and its Cloud Provider manage each dedicated Fulcrum instance for large customers individually, including the patch and update schedule. I.F. and its Cloud Provider continually deploys new container and upgrades to the infrastructure in the background, including the latest supported kernel, OS, and packages. Containers are migrated to the updated instances automatically and the older systems are retired. I.F. uses Ansible & Chef to help automate server changes, update containers, and prevent human errors on system updates and configuration changes. Core CMS application updates and security patches are tested internally by the dedicated I.F. Drupal Solutions Engineering team before the client's staff is asked to verify; once verification is complete, you authorize the release to production (of Drupal application updates). We and our Cloud Provider reserve the right to deploy system and application patches to protect the integrity of the system at will. We will make reasonable efforts to seek your approval prior to patch deployment.



Interpersonal Frequency Privacy Policy Effective: 9/1/2018

This Privacy Policy explains how information is collected, used and disclosed by Interpersonal Frequency (I.F.) with respect to the access and use of our systems and our SaaS services, including our Fulcrum Cloud Services and Voice of Citizen®/Voice of Patron® analytics and Aggregated Statistics. This Privacy Policy does not apply to any third-party websites, services or applications that you may access by or through our services and we advise you, as our Client, to review this Privacy Policy and implement any conforming changes in your own website Privacy Policy and/or user agreements.

FOR THE AVOIDANCE OF DOUBT, INTERPERSONAL FREQUENCY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE TERMS AND CONDITIONS OF CLIENT'S PRIVACY, ONLINE COOKIE AND OTHER DATA PRIVACY AND PROTECTION POLICIES AND PROCEDURES (INCLUDING USER OPT-IN OR OPT-OUT FUNCTIONALITIES) APPLICABLE TO CLIENT'S WEB SITE AND/OR ANY OTHER PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE ACCESSED OR USED BY OR THROUGH OUR SERVICES. WE ARE NOT IN A POSITION TO, AND OUR SERVICES DO NOT INCLUDE, ANY FORM OF PRIVACY IMPACT REPORT OR DATA PROTECTION IMPACT ASSESSMENT INVOLVING CLIENT'S BUSINESS, ITS OPERATIONS, ITS USER BASE AND/OR ITS MARKETING PRACTICES. NEVERTHELESS, I.F. WILL BE PLEASED TO COLLABORATE WITH CLIENT ON ANY OF THESE ISSUES OR CONSIDERATIONS ON SUCH TERMS AS MUTUALLY AGREED OUTSIDE THESE TERMS OR OUR AGREEMENT.

Information We Collect

Non-Personally-Identifying Information

Like most website operators, I.F. collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as (but not limited to) the browser type, language preference, referring site, and the date and time of each visitor request. Depending on your service level (and specifically, if you are using the Voice of Citizen®/Patron® analytics platform), we may also collect information on behaviors of our clients' end users; for example, what links or pages they are visiting and how much time they spend on a page. The purpose in collecting non-personally identifying information is to better understand how our clients' web users utilize the website. We only collect such behavioral data with authorization from our client.

From time to time, I.F. may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its clients websites. You may choose to opt-out of participation in such aggregation. If you select to opt-out of participation in data-aggregation/benchmarking, and in fairness to our other clients, you will not be provided certain benchmark data about your website performance in comparison to others. I.F. also collects information like Internet Protocol (IP) addresses. I.F. does not use such information to identify its visitors, however, and does not disclose such information, other than under the circumstances described below.

Personally-Identifying Information

Certain visitors to I.F.'s websites choose to interact with I.F. Cloud Services & SaaS Services in ways that require I.F. to gather personally-identifying information (PII). The amount and type of information that I.F. gathers depends on the nature of the interaction. I.F. collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with I.F. or, more often, its Client's end users. I.F. does not disclose personally-identifying information other than as described below. Visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities. We do not knowingly collect personal information from children. If we learn that we have collected personal information of a child under 13, we will take steps to



delete such information as soon as possible. We also provide our clients with methods to reduce the amount of PII collected; for example, through the use of an "exclude" tag in data submission or data display fields.

Information Collected for Others

Through our services our clients can collect information about how their end users use their websites and certain third-party applications, as well as how those websites and applications are performing. Our technology also provides diagnostic predictions based on sophisticated machine learning algorithms. Our clients determine the types of data and information that is sent to I.F. for collection and analysis. The collection of this data and information by our clients is subject to their own privacy policy.

Because our clients have discretion to determine what data and information is collected about or from their users, our Privacy Policy does not apply to any end user data that we may collect, obtain, or access in connection with operating our services on behalf of our clients. We ask that our clients abide by all applicable laws, rules and regulations, including laws relating to privacy and data collection and post an online privacy policy that provides users with clear notice of its practices regarding data collection, use, and disclosure, however, we have no control over our clients' activities or the disclosures they make in their privacy policy.

We may analyze end user data and information in the aggregate for purposes of internal research and/or to determine overall trends or metrics concerning how users are engaging with websites and may report such general trends publicly, without disclosing any specific end user data and information.

Cookies

Cookies are strings of information, generally a small text file that web browsers place on a web visitor's computer. I.F. makes use of cookies only for customers using our optional Voice of Citizen/Patron service. I.F. does not make use of cookies for its non-Voice of Citizen/Patron web hosting customers unless it is necessary for client-initiated diagnostic test purposes. In the event of cookie usage, I.F. uses both session-based and persistent cookies. Session cookies exist only during one session, and disappear when you close your browser. Persistent cookies remain on your computer after you close your browser or turn off your computer. Most internet browsers automatically accept cookies. However, you can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

How We Share the Information We Collect With Others

I.F. will not share personally-identifiable information about you to anyone, unless you instruct us to do so or if we notify you that the information you provide will be shared in a particular manner and you provide such information. If you are a Client of I.F. and have provided your email address, I.F. may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with I.F. and our products.

I.F. may disclose non-personally-identifying and personally-identifying information to its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on I.F.'s behalf or to provide services available through I.F., and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using I.F.'s website and services, you consent to the transfer of such information to them.

Other than to its employees, contractors and affiliated organizations, as described above, I.F. discloses



personally-identifying information only when (or if we believe we are) required to do so by law, or when I.F. believes in good faith that disclosure is reasonably necessary to protect the property or rights of I.F., third parties or the public at large. I.F. may also transfer and/or provide information about you in connection with an acquisition, sale of company assets, or other situation where customer and user information would be transferred as one of I.F. business assets.

We will share the data and information we collect for our clients with that organization. We do not share any specific end user data or information with individuals or with other companies, other than with the specific customer whose website transmitted the data and information to us. We may share information about our clients and their end users in anonymous and/or aggregated form with third parties for industry analysis, demographic profiling, research, analysis and other similar purposes.

How to Access Your Information

Please contact the I.F. support via the I.F. support intake system to access your information or to contact an I.F. Research Analyst. Information will only be provided to Authorized Users.

Security Measures We Take to Protect Your Information

I.F. and its Cloud Provider employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. We and our Cloud Provider use standard industry practices to help prevent unauthorized use of, access to or alteration of visitor and user information and hosted data. These practices include the appropriate use of firewalls, HTTPS encryption, limiting storage of financial information to a PCI compliant third party provider (if applicable to you), system redundancies, and hosting at a 24/7 secured, controlled environment. In the event that your personal information is compromised as a result of a breach of security, we will promptly notify you if your personal information has been compromised, as required by applicable law.

Privacy Policy Is Subject to change

Any information that is collected is subject to our Privacy Policy in effect at the time such information is collected. I.F. may modify and revise its Privacy Policy from time to time. If we make any material changes to this policy, we will notify you of such changes by emailing a link to the updated privacy policy to the primary Authorized User on file for your account at least thirty (30) days prior to the change(s) taking effect. Your continued use of our services after any change in this Privacy Policy becomes effective will constitute your acceptance of such change(s).



Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS

Effective: September 1, 2018

The following terms and conditions (the "Terms"), which are hereby incorporated into and made a part of our Agreement, govern the use of the services made available through Interpersonal Frequency's Voice of Citizen® (for our municipal and state government as well as not-for-profit customers) and/or Voice of Patron® service (for our library customers) (collectively, our "Services"), which are provided to Client ("you") subject to your compliance with these Terms and any other operating rules, policies and procedures (including, without limitation, I.F. Privacy Policy and Security Policy) set forth in our Agreement or published from time to time by Interpersonal Frequency. By accessing and/or using our Services, you are agreeing to be bound by these Terms and our Agreement, which constitute a binding legal agreement between us. In some cases, your use of certain services may be subject to additional terms, which will be presented to you when you sign up to use or engage in those services.

Voice of Citizen® / Voice of Patron® Service

I.F. provides predictive analytics tools for collecting website survey (qualitative) and behavioral (quantitative) data for improving citizen (and/or patron) experience on our customer's websites. Our Services may change from time to time, or we may stop (permanently or temporarily) providing our Services (or any features therein) to you or to users generally. We reserve the right to create limits on access and use of the Services in our sole discretion.

We may make available certain software to install on your website(s) in order to access and use our Services. As long as you comply with these Terms and our Agreement, you have the right to install and use our software to access and use the Services for your own website(s). This non-exclusive, limited license, which may be terminated by I.F. at any time in its discretion, is for the sole purpose of enabling you to use the Services in the manner permitted by these Terms and our Agreement during the term thereof. You may not copy, modify, derive, distribute, sell, or lease our software or any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of our software, unless you have our written permission. Subject to the foregoing license, all right, title and interest in and to our software and Services is retained by Interpersonal Frequency.

Acceptable Use Policies

Use of the Services

You are responsible for your use of the Services and you agree that you will only use our Services in compliance with these Terms and our Agreement and all applicable laws and regulations.

Privacy

OUR PRIVACY POLICY IS FOR YOUR BENEFIT AND IS NOT DESIGNED TO APPLY DIRECTLY TO YOUR OWN WEB SITE OR TO YOUR RELATIONSHIP WITH YOUR USERS (INCLUDING AUTHORIZED USERS). YOU AGREE TO PUBLISH AND ABIDE BY AN APPROPRIATE PRIVACY POLICY (AND COOKIE POLICY) THAT ADEQUATELY AND TRANSPARENTLY DESCRIBES YOUR COLLECTION, USE, STORAGE AND SHARING OF ANY INFORMATION YOU COLLECT FROM THE USERS OF YOUR WEBSITE(S) USING THE SERVICES BASED ON WHATEVER LAWS AND REGULATIONS MAY APPLY TO YOU AND TO YOUR USE. YOU FURTHER AGREE TO COMPLY WITH ALL APPLICABLE LAWS RELATING TO YOUR COLLECTION, USE AND SHARING OF THE INFORMATION YOU COLLECT FROM USERS OF YOUR WEBSITE USING THE SERVICES. YOU WILL NOT (AND WILL NOT ALLOW ANY THIRD PARTY TO) USE OUR SERVICES TO TRACK OR COLLECT PERSONALLY



IDENTIFIABLE INFORMATION OR PERSONAL DATA OF USERS WITHOUT PROPERLY INFORMING YOUR USERS OF YOUR SPECIFIC DATA COLLECTION PRACTICES AND MEETING ALL OTHER APPLICABLE LAWS AND REGULATIONS.

Enforcement

Without limiting any other remedies, I.F. has the right (though not the obligation) to, in I.F.'s sole discretion (i) refuse Services to or remove anything that, in I.F.'s reasonable opinion, violates any I.F. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Services to any individual or entity for any reason, in I.F.'s sole discretion.

Unauthorized Activities

You may not do any of the following while using or accessing the Services:

- attempt to access the Services or download content from the Services through the use of any engine, software, scraping tool, agent, device or mechanism other than the software provided by us;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for the benefit of any third party or in any manner not permitted by these Terms or our Agreement;
- violate any applicable law or regulation; or
- encourage or enable someone to do any of the foregoing.

We reserve the right to access, read, preserve and disclose any information provided through the Services we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of I.F., our users and the public.

Your Representations

You represent and warrant that (i) you have the necessary power and authority to enter into these Terms and our Agreement (if you are agreeing to these terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms and our Agreement) and (ii) your use of the Services will be in strict accordance with these Terms and our Agreement, the I.F. Privacy Policy, the applicable Acceptable Use Policy and all applicable laws and regulations (including without limitation any local laws or regulations in your country regarding online conduct and acceptable content and/or the transfer of personal data to the United States from the country in which you reside) and will not infringe, violate or misappropriate the rights of any Party, user or third party.

Termination of Services

You can terminate your Service and these Terms (without termination of our Agreement) at any time by removing our software code from your website(s) or by providing notice of termination of these Terms to us. We reserve the right to terminate or suspend your access to any or all portions of the Services at any time, including your violation or breach of any of these Terms or our Agreement. Upon any such termination, all rights and licenses granted to you in these Terms (and in our discretion our Agreement) immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms or our Agreement, you will not be entitled to any refund of any fees nor will any fees



be credited or reimbursed to you in any form and you will have no further right to access any of the foregoing.

Refund Policy

There will be no refunds or credits for partial periods of service or refunds for months unused, nor can we append "unused service" to your account should you wish to reactivate in the future.

Information and Intellectual Property Rights

I.F. may retain and use, subject to the terms of its Privacy Policy, information collected in your use of the Services (other than Client Data that continues to identify you). I.F. will not share information associated with you or your website with any third parties unless I.F. (i) has your permission; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of I.F., our users or the public; or (iii) provides such information in anonymous or aggregated form that does not identify you.

You agree that I.F. may identify you (or your organization's and use your organization's logo) in our marketing materials to identify you or your organization as a user of the Services, and you hereby grant us a non-exclusive, royalty-free license to do so on in any media now or later developed in connection with any marketing, promotion or advertising of the Services.

Our Services and our Site are protected by copyright, trademark, and other laws of the United States and foreign countries. I.F. and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Site. All rights not granted to you under this Agreement are reserved by and to Interpersonal Frequency for itself and its licensors.



Item# *113-20 Consent Calendar

Reappointment of Marcie J. Patton, Ph.D. (D) to the Board of Directors of the Bridgeport Public Library and Reading Room.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: October 4, 2021

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
21 OCT 22 PM 2:55
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. *113-20 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, reappointed to the Library Board of Directors and Reading Room in the City of Bridgeport and that said reappointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Marcie J. Patton, Ph.D (D)
309 Courtland Avenue
Bridgeport, CT 06605

June 30, 2024

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Raymond A. Collette, D-133rd

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: October 4, 2021

Item# *114-20 Consent Calendar

Reappointment of Thomas R. Errichetti (D) to the Board of Directors of the Bridgeport Public Library and Reading Room.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 4, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

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 Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

Item No. *114-20 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, reappointed to the Library Board of Directors and Reading Room in the City of Bridgeport and that said reappointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Thomas R. Errichetti (D)
85 Acton Road
Bridgeport, CT 06606-1602

June 30, 2024

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Raymond A. Collette, D-133rd

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: October 4, 2021

Item# *115-20 Consent Calendar

Appointment of Barbara A. Rogo (R) to the Board of Directors of the Bridgeport Public Library and Reading Room.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 4, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
21 OCT 22 PM 2:56
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. *115-20 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Library Board of Directors and Reading Room in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Barbara A. Rogo (R)
406 Taft Avenue
Bridgeport, CT 06604-1926

June 30, 2024

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Raymond A. Collette, D-133rd

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: October 4, 2021

Item# *123-20 Consent Calendar

Appointment of Ira Nachem (D) to the Zoning Board of Appeals.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 4, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
21 OCT 22 PM 2: 56
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. *123-20 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Zoning Board of Appeals in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Ira Nachem (D)
155 Brewster Street, 5L
Bridgeport, CT 06606

December 31, 2022

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Raymond A. Collette, D-133rd

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: *October 4, 2021*

Item# *124-20 Consent Calendar

Settlement of Pending Litigation with G.F.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: October 4, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
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21 OCT 22 PM 2:56

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. *124-20 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>
G.F.	Excessive Force	John R. Williams & Assoc. LLC 51 Elm Street, Suite 409 New Haven, CT 06510	\$38,750,.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. *124-20 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Raymond A. Collette, D-133rd

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: October 4, 2021

Item # *118-20 Consent Calendar

Professional Services Agreement with Bridgeport Downtown
Special Services District to Manage Activation and
Placemaking Projects within Downtown.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 4, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
21 OCT 22 PM 2:56
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. *118-20 Consent Calendar

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. *118-20 Consent Calendar

-2-

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.

**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

Avelino D. Silva, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: *October 4, 2021*

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 (note: 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

I) 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



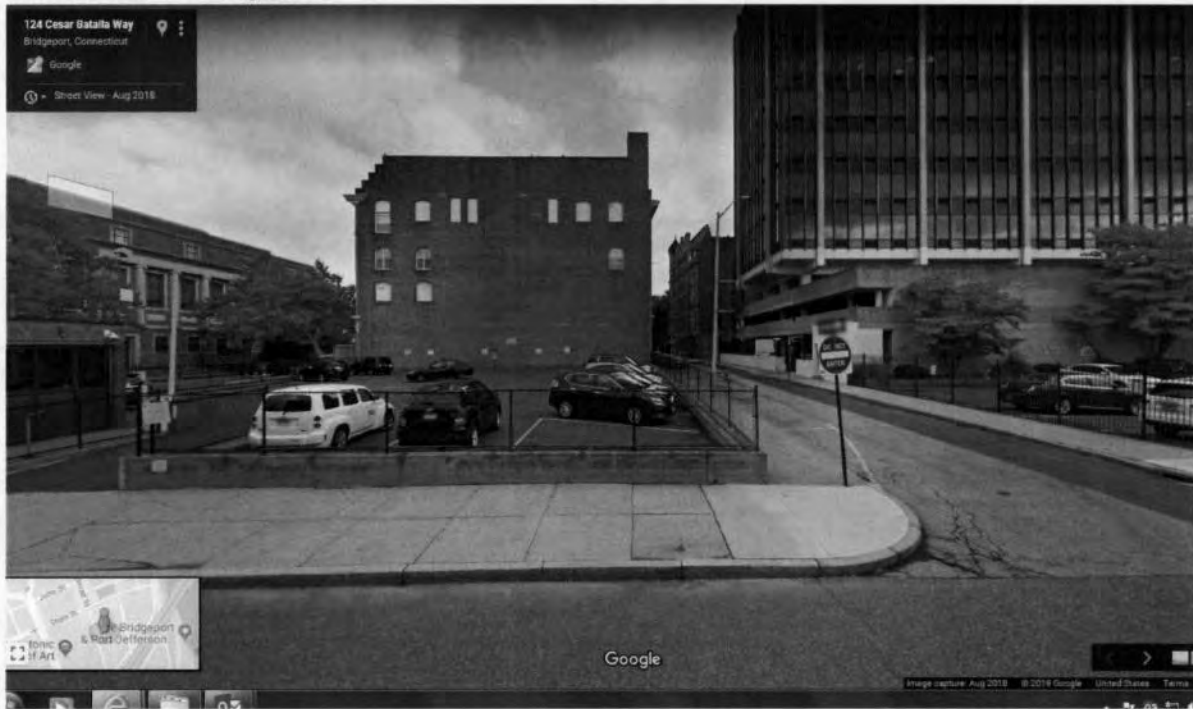
Holiday Inn Fairfield Avenue



Congress Street & Housatonic Avenue



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 Soluti... 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



m) Mural Art – Public Highway Overpasses

*implementation of "Paint the Park City"

*see attached exhibit showing walls and color palettes selected

Route 8 Underpasses

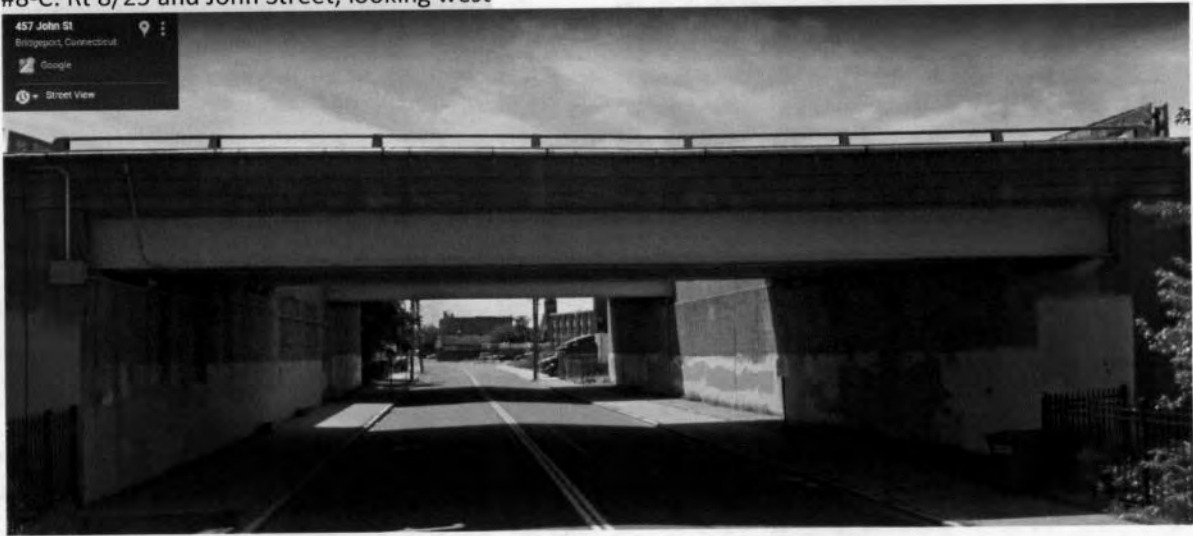
#8-A: Rt 8/25 and Prospect Street, looking west



#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



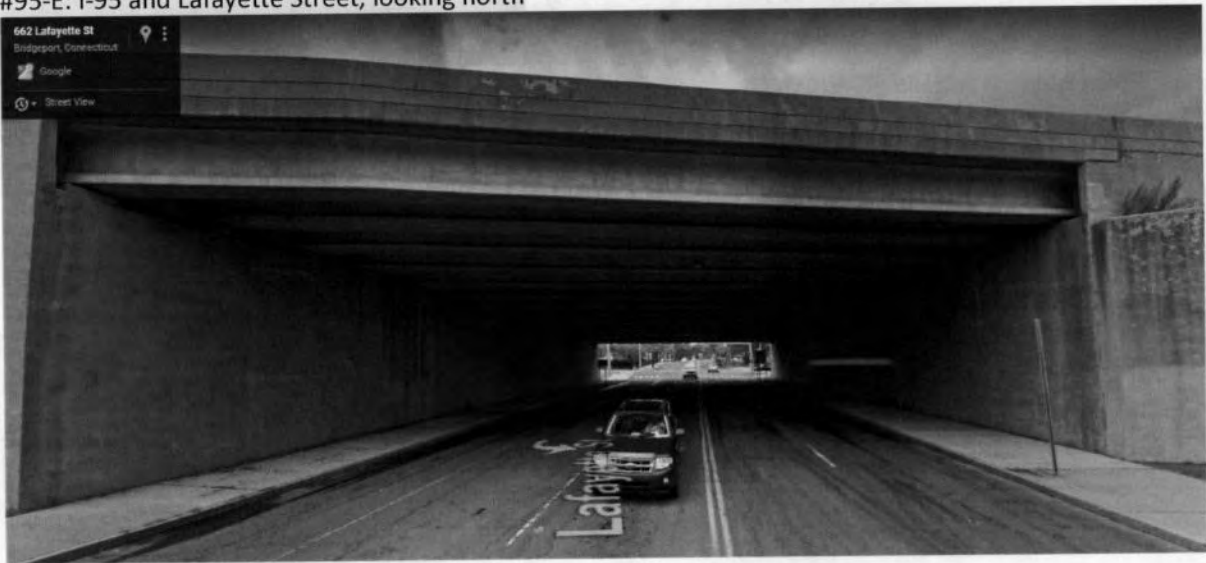
#95-C: I-95 and Myrtle Avenue, looking north



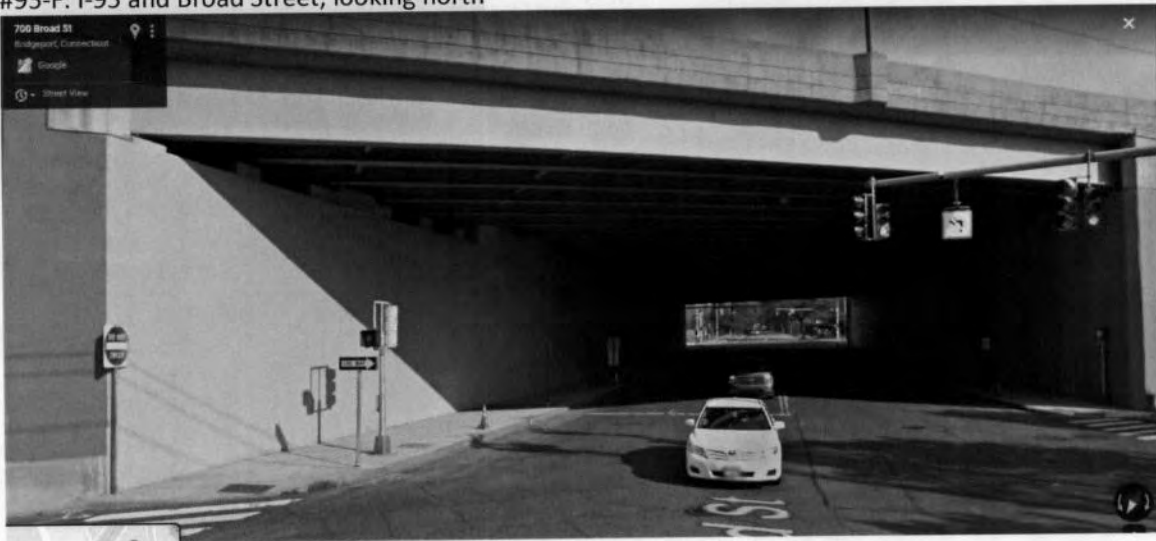
#95-D: I-95 and Warren Street, looking north



#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

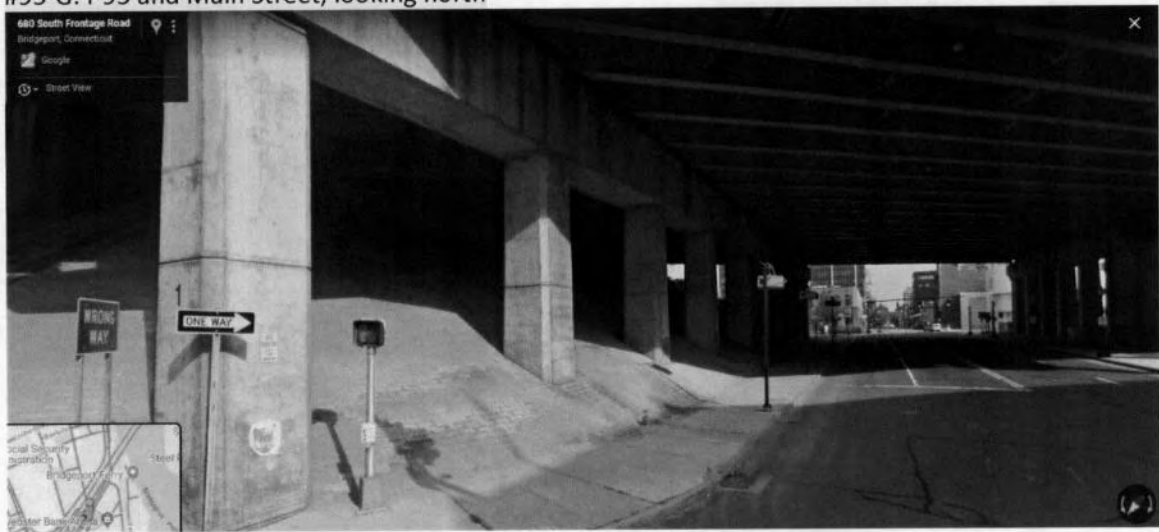


Exhibit B
Consultant's Proposal

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

- o 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	onofrio@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.

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)

a corporation

a general partnership

a limited liability company

a sole proprietorship

a limited liability partnership

other special taxing district

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.

Name

Address

Title

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

1115 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)*

790 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.*

112 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 Bfld } ss. _____

Oct 1, 2020

Personally appeared before me, Karen Coakley Vincent, the District
President + CEO (title) of Bridgeport Downtown Special Services
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 Cranci
Notary Public: Kathleen Cranci
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

Item # *119-20 Consent Calendar

Professional Services Agreement with The Trust for Public Land to Manage Activation and Placemaking Projects along the City's Waterfront pursuant to Waterfront Bridgeport.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 4, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERK'S OFFICE
21 OCT 22 PM 2:56
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. *119-20 Consent Calendar

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. *119-20 Consent Calendar

-2-

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.

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

Avelino D. Silva, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: October 4, 2021

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

THE
TRUST
FOR
PUBLIC
LAND

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

**THE
TRUST
FOR
PUBLIC
LAND**



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



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 POTENTION 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 - 6781

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:

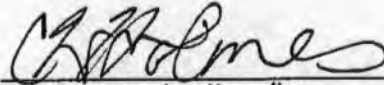
BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT.  (Initial)

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.  (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


 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.

Item # *120-20 Consent Calendar

Solar Roof Panel Power Purchase Agreement with Davis Hill Development for the Cart Barn at Fairchild-Wheeler Golf Course.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 4, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

ATTEST
CITY CLERK

21 OCT 22 PM 2:56

RECEIVED
CITY CLERK'S OFFICE



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. *120-20 Consent Calendar

NOW, THEREFORE, BE IT RESOLVED that the Mayor and/or the Director of Public Facilities is authorized and empowered to finalize and execute a Solar Roof Panel Power Purchase Agreement with Davis Hill Development for the Cart Barn at Fairchild-Wheeler Golf Course materially as submitted and in final form satisfactory to the Director of Public Facilities and the City Attorney; and are further authorized and empowered to execute related documentation and to take such other reasonably necessary actions in furtherance of this matter, consistent with the substantive terms of the Agreement as approved by the City Council and deemed to be in the best interests of the City of Bridgeport.

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

Avelino D. Silva, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: October 4, 2021

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

RECEIVED
CITY CLERKS OFFICE
21 SEP 30 AM 10:50
ATTEST
CITY CLERK

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 I 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 \$0.07 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), Fifteen (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 of 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 \$0.07/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

Item # *121-20 Consent Calendar

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.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 4, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note that the Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
21 OCT 22 PM 2:56
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. *121-20 Consent Calendar

NOW, THEREFORE, BE IT RESOLVED that the Mayor and/or the Director of Public Facilities is authorized and empowered to finalize and execute two (2) Solar Roof Panel Power Purchase Agreements between CEFIA Holdings LLC, the Bridgeport Public Library and the City for the Burroughs-Saden Main Library and the North Branch Library materially as submitted and in final form satisfactory to the Director of Public Facilities and the City Attorney; and are further authorized and empowered to execute related documentation and to take such other reasonably necessary actions in furtherance of this matter, consistent with the substantive terms of the Agreement as approved by the City Council and deemed to be in the best interests of the City of Bridgeport.

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

Avelino D. Silva, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: October 4, 2021

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 insolation, 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) “**Insolation**” 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.

Item# 110-20

Settlement of Pending Litigation with Johanna Georgia.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 4, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
21 OCT 22 PM 2:56
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. 110-20

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>
Johanna Georgia	Disability Discrimination	Attorney Thomas Bucci Willinger, Willinger & Bucci 1000 Bridgeport Avenue Suite 501 Shelton, CT 06484	15,000.00

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. 110-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Raymond A. Collette, D-133rd

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: October 4, 2021



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: October 4, 2021
Tabled by Full Council: October 4, 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			
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	12-11-2000	U	I	0	
		1327 0288	12-28-1965	U	I	0	

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Code	Description	Amount
2015	BAAX		101490.00
Total			101,490.00

ASSESSING NEIGHBORHOOD		NOTES	
Nbhd	IC	Nbhd Name	Batch
		623 HANCOCK AV	
		MAP VOL 54 PAGE 249	
		COMBINED 62 LESBIA ST HERE	
		FOR 2011 G/L BLOCK/LOT 1233/2	

BUILDING PERMIT RECORD		VISIT / CHANGE HISTORY	
Permit Id	Issue Date	Type	Description

LAND LINE VALUATION SECTION		APPRaised VALUE SUMMARY	
B Use Code	Description	Zone	Land Type
1	920 Mun Lnd Com	ILI	
Total Card Land Units		20,757 SF	

CURRENT ASSESSMENT		PREVIOUS ASSESSMENTS (HISTORY)	
Year	Code	Assessed	Year
2019	21	95,420	2018
	55	6,070	2017
Total		101,490	101,490

LAND LINE VALUATION SECTION		APPRaised VALUE SUMMARY	
Year	Code	Assessed	Year
2019	21	95,420	2018
	55	6,070	2017
Total		101,490	101,490

LAND LINE VALUATION SECTION		APPRaised VALUE SUMMARY	
Year	Code	Assessed	Year
2019	21	95,420	2018
	55	6,070	2017
Total		101,490	101,490



CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)									
Element	Cd	Description	Element								
Style:	99	Vacant Land	Cd								
Model:	00	Vacant	Description								
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									
Adjust Type	B	S									
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



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

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:

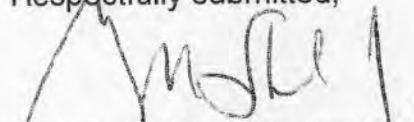
\$90,000
NINETY THOUSAND DOLLARS

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: Heat Type: 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 (L)XF - BUILDING EXTRA FEATURES (S)B

Code	Description	L/B	Units	Unit Price	Yr Bilt	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
Ttl Gross Liv / Lease Area		0	0	0	0	0



No Sketch



1:213



- Legend**
- Parcels
 - Streetname
 - Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate

35.5
0
17.74
35.5 Feet

WGS, 1984 Web Mercator Auxiliary Sphere
Created by Connecticut Metropolitan Council of Governments

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





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.

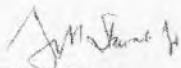
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership as of **March 4, 2020**.

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: From Owner Tenant To 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
Present Improvements: Do Do Not Conform to Zoning Regulations

Public: At Street
Gas: At Street
Water: At Street
San. Sewer: At Street
 Underground Ect. & Tel.

OFF SITE IMPROVEMENTS:
Street Access: Public Private
Surface: Asphalt
Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights

Topo: Level
Size: 0.04 Acres
Shape: Rectangular
View: Industrial/Residential
Drainage: Assumed Adequate

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
Dr State License #: RCG 557
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: 04/30/2020

Supplemental Addendum

File No. N/A

Client	City of Bridgeport						
Property Address	33 Lee Ave # 35						
City	Bridgeport	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

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
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.

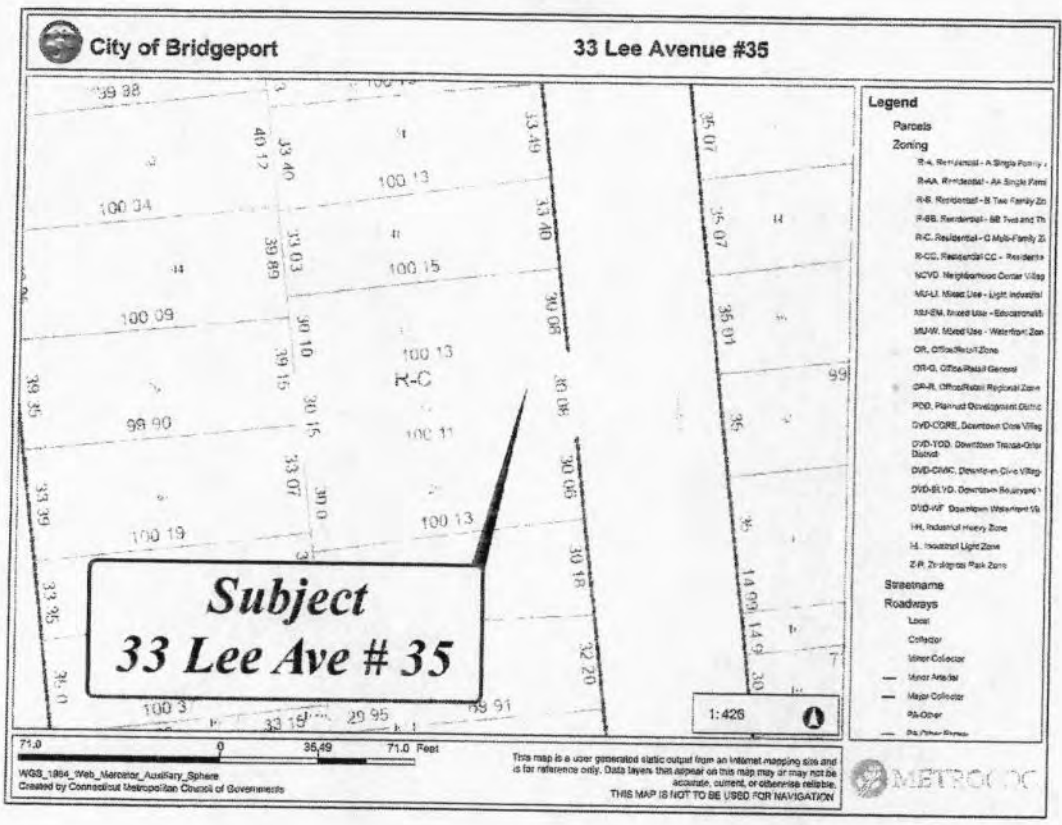
A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

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.

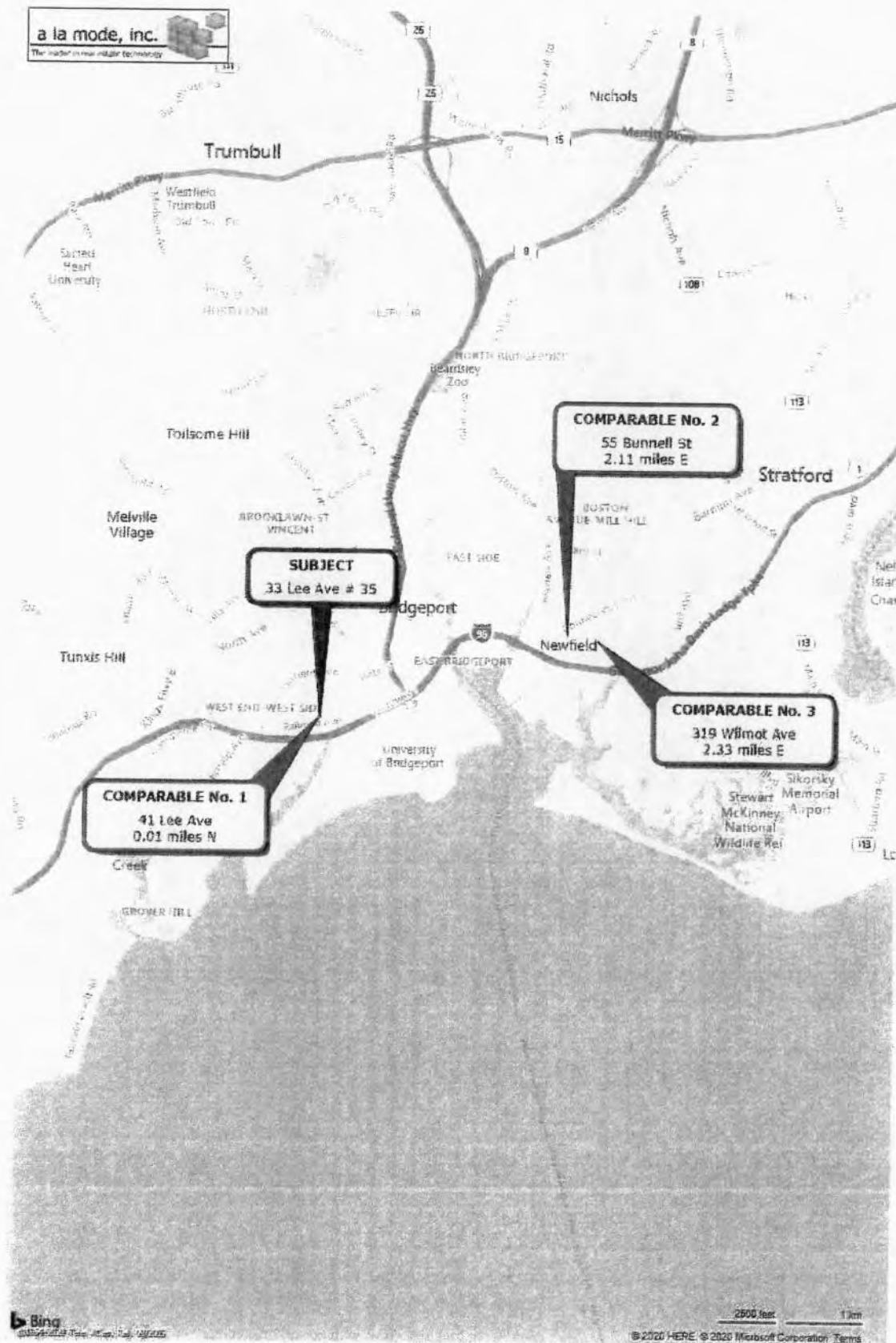
GIS Map



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
Client: City of Bridgeport	Address: 999 Broad Street, Bridgeport, CT 06604	State: CT Zip Code: 06605
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.


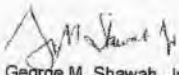
Additional Certifications:

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	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
	
Appraiser Name: Daniel Conte	Supervisory or Co-Appraiser Name: George M. Shawah, Jr., MAI
Company: Baldwin Pearson & Company, Inc.	Company: Baldwin Pearson & Company, Inc.
Phone: 203-335-5117 Fax: 203-335-5119	Phone: 203-335-5117 Fax: 203-335-5119
E-Mail: baldwinpearson@aol.com	E-Mail: baldwinpearson@aol.com
Date Report Signed: March 5, 2020	Date Report Signed: March 5, 2020
License or Certification #: RCR 0000131 State: CT	License or Certification #: Certified General RCG 557 State: CT
Designation:	Designation: MAI
Expiration Date of License or Certification: 04/30/2020	Expiration Date of License or Certification: April 30, 2020
Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)	Inspection of Subject: <input type="checkbox"/> Did Inspect <input checked="" type="checkbox"/> Did Not Inspect
Date of Inspection: March 4, 2020	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

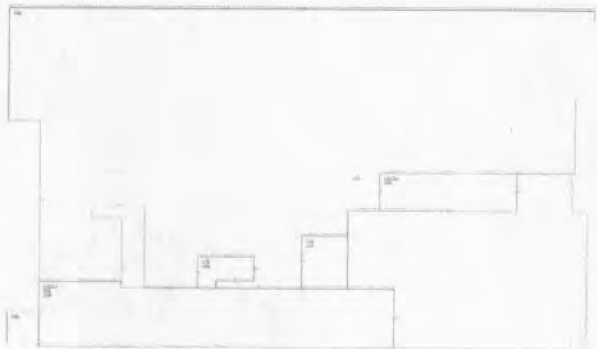
Building Photo

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:	



(<http://images.vgsi.com/photos2/BridgeportCTPhotos/A00\09\85\05.jpg>)

Building Layout



(ParcelSketch.ashx?pid=5251&bid=5251)

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



Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate

1:1,703

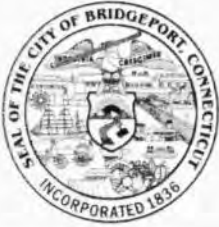


283.9
0 141.95 283.9 Feet

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

WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Connecticut Metropolitan Council of Governments





OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 127-20
Submitting Department / Contact Name: Mark T. Anastasi, Esquire
City Attorney's Office
Subject: DISCUSSION AND POSSIBLE ACTION CONCERNING PENDING
LITIGATION REGARDING GIBBS, MELISSA, ADMINISTRATOR VS.
THE CITY OF BRIDGEPORT, U.S. DISTRICT COURT DOCKET # 16-
CB-00635
Referred to Committee: Immediate Consideration
City Council Date: October 4, 2021 (from the floor)

Attest:

Lydia N. Martinez

10/04/2021

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

Please Note: Mayor Did Not Sign Report

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
21 OCT 22 PM 2:55

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

October 8, 2021

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

Re: Resolution No. _____ “Communication from City Attorney concerning pending litigation in the matter of Melissa Gibbs, Administratrix of the Estate of Bryan Stukes v. City of BPT, et. al. Docket No. 3:16-cv-00635 (JAM)”

Dear Honorable City Council Members:

At the City Council meeting of October 4, 2021 upon request of the Office of the City Attorney, and by Motion of City Council President Aidee Nieves, the City Council added the above-referenced matter to the Agenda for Immediate Consideration due to “time being of the essence”.

The item was discussed in Executive Session with the full City Council and upon emerging therefrom, the Council voted to: “authorize the City Attorney to proceed as discussed in Executive Session with regard to the proposal by the plaintiff”. This correspondence is submitted for your office’s records. Thanks.

Very truly yours,
/s/ Mark T. Anastasi
Mark T. Anastasi, Esq.

Cc: Joseph P. Ganim, Mayor
Janene Hawkins, CAO
Daniel Shamas, Chief of Staff
Thomas Gaudett, Mayor’s Office
R. Christopher Meyer, City Attorney
John P. Bohannon, Jr., Deputy City Atty.
Richard C. Buturla, Esq., Berchem & Moses, P.C
Ryan P. Driscoll, Esq., Berchem & Mosed, P.C.

RECEIVED
CITY CLERK'S OFFICE
21 OCT -8 AM 11:42
ATTEST
CITY CLERK

Williams, Althea

From: Ortiz, Frances
Sent: Friday, October 8, 2021 11:30 AM
To: Williams, Althea; Pettway, Lonnette
Subject: Fwd: Letter to City Clerk regarding Gibbs. v. BPT Litigation
Attachments: Letter to City Clerk regarding Gibbs v. COB litigation.docx

Althea can you please type stamp and add the log in number as discussed per email. Then include with the immediate item for Lonnette to send to Mayor w reports on Monday.

Thank you

Begin forwarded message:

From: "Anastasi, Mark T" <Mark.Anastasi@bridgeportct.gov>
Date: October 8, 2021 at 11:26:51 AM EDT
To: "Ortiz, Frances" <Frances.Ortiz@bridgeportct.gov>, "Martinez, Lydia" <lydia.martinez@bridgeportct.gov>, "Pettway, Lonnette" <Lonnette.Pettway@bridgeportct.gov>
Cc: "Bohannon, John" <John.Bohannon@bridgeportct.gov>, "Meyer, RChristopher" <RChristopher.Meyer@bridgeportct.gov>, Richard Burturla <rbuturla@berchemmoses.com>
Subject: Fwd: Letter to City Clerk regarding Gibbs. v. BPT Litigation

Frances:

Per your request - please see the attached letter.

Subject: Letter to City Clerk regarding Gibbs. v. BPT Litigation

RECEIVED
CITY CLERKS OFFICE
21 OCT -8 AM 11:42
ATTEST
CITY CLERK _____

FROM THE FLOOR

MEETING DATE: **October 4, 2021**

NO. **127.20**

COMMITTEE:

REFERRED TO COMM.:

SUBJECT: Pending Litigation in the matter of Gibbs, Melissa, Administrator
vs. COB, U.S. District Court Docket # 16-CB-00635

MOTION BY: _____

2ND BY: _____

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM. _____

REMARKS: Vote #1 motion to suspend rules to add item to the agenda by 2/3 votes made by Aidee Nieves 2nd by Rosalina Roman-Christy (Maria Pereira Opposed) Vote #2 Motion to add item for Immediate Consideration due to time of essence etc made by Aidee Nieves 2nd by Eneida Martinez (Maria Pereira Opposed) Vote# 3 motion to enter into executive session A. Nieves (Maria Pereira Opposed)

	YES	NO
Scott Burns		
Matthew McCarthy		
Jorge Cruz, Sr.		
Denese Taylor-Moye		
Marcus Brown		
M. Evette Brantley		
Raymond A. Collette		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Avelino D. Silva		
Alfredo Castillo		
Aidee Nieves		
Maria I. Valle		
Maria H. Pereira		
Samia S. Suliman		
Eneida L. Martinez		
Ernest E. Newton, II.		

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 CITY CLERKS OFFICE
 21 OCT -5 AM 9:53
 ATTEST
 CITY CLERK