

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, OCTOBER 19, 2015**

7:00 p.m.

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

**ADDED:**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*153-14** Contracts Committee Report re: Professional Services Agreement with CivicMoxie, LLC concerning a Waterfront Master Plan for the Varying Waterfronts found throughout the City.
- \*167-14** Contracts Committee Report re: (Ref. #154-04) Site Agreement concerning Amendment No. 1 with Sprint Spectrum Realty Company, L.P. regarding JFK Stadium.
- \*156-14** Economic and Community Development and Environment Committee Report re: Grant Submission: Greater Bridgeport Regional Council (GBRC) for a Tulip Museum-Brownfield Revolving Loan Fund to be used for Cleaning up Brownfield Sites throughout the City (Project #16446).
- \*157-14** Economic and Community Development and Environment Committee Report re: Fiscal Year 2015 Supplemental Funding for Brownfields Revolving Loan Fund (RLF) (Project #15261).
- \*169-14** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of City-Owned Property Located at 247 Colorado Avenue.
- \*170-14** Economic and Community Development and Environment Committee Report re: Resolution regarding the Reconstruction of Seaview Avenue from Barnum Avenue to Boston Avenue and the extension of Seaview Avenue to the Lake Success Eco Technology Park.

**MATTERS TO BE ACTED UPON:**

- 182-14** Contracts Committee Report re: Resolution and Solar Photovoltaic System Power Purchase Agreement with General Electric International, Inc. to provide Electricity at Reduced Cost to the New High School Located at 379 Bond Street.
- 185-14** Contracts Committee Report re: Agreement with Bridgeport City Supervisor's Association regarding the Terms and Conditions of Employment for their Membership.
- 168-14** Economic and Community Development and Environment Committee Report re: (Ref. #396-93; 130-95; 279-98 & #154-13) Resolution regarding Amendment #5 to the West End Municipal Development Plan (the "MDP") to allow for Residential Adaptive Reuse Development along Railroad Avenue and to Establish 1565 and 1535 Railroad Avenue as Disposition Parcels under the MDP.

# AGENDA

## CITY COUNCIL MEETING

MONDAY, OCTOBER 19, 2015

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamations: Honoring Michael "Mickey" Kelly, Kenton Clarke and John Ratzenburger for being Inducted into the World Drum and Bugle Corps Hall of Fame.

City Council Citations: Honoring Michael "Mickey" Kelly, Kenton Clarke and John Ratzenburger for being Inducted into the World Drum and Bugle Corps Hall of Fame.

Mayoral Proclamation: Honoring Eric Graf of Bridgeport Central High school as recipient of the Connecticut Association of Schools "William Cieslukowski First Year Principal Award" for 2015-2016.

City Council Citation: Honoring Eric Graf of Bridgeport Central High school as recipient of the Connecticut Association of Schools "William Cieslukowski First Year Principal Award" for 2015-2016.

Mayoral Proclamation: Honoring Shaun Mitchell of Central High School as recipient of the Bridgeport Public Schools "Teacher of the Year Award" for 2015-2016 and one of four finalists for the 2016 Connecticut State Teacher of the Year.

City Council Citation: Honoring Shaun Mitchell of Central High School as recipient of the Bridgeport Public Schools "Teacher of the Year Award" for 2015-2016 and one of four finalists for the 2016 Connecticut State Teacher of the Year.

### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 21, 2015

### **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 186-14** Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with LIUNA, Local 200 regarding the Terms and Conditions of Employment for their Membership, referred to Contracts Committee.
- 187-14** Communication from City Attorney re: Proposed Thermal Energy Supply Agreement with NuPower regarding the use of Waste Heat from Landfill Fuel Cell to Supply Heating and Cooling to Municipal and Commercial Buildings, referred to Contracts Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 188-14** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Eleen Shepherd, referred to Miscellaneous Matters Committee.
- 189-14** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Milagros Castro, **ACCEPTED AND MADE PART OF THE RECORD.**
- 190-14** Communication from City Attorney re: Proposed Tax Assessment Agreement with NuPower for a Project in an Enterprise Zone, referred to Contracts Committee.
- 191-14** Communication from Finance re: Proposed Approval of Tax Anticipation Notes (TANS) to Pay Current Expenses and Obligations of the City, referred to Budget and Appropriations Committee.
- 192-14** Communication from OPED re: Proposed Resolution regarding the Discontinuance of a Portion of Hancock Avenue, Railroad Avenue and Howard Avenue, referred to Public Safety and Transportation Committee.
- 193-14** Communication from City Attorney re: Proposed Citizens Advisory Committee Community Environmental Benefits Agreement with PSE&G concerning the Future of the Bridgeport Coal Powered Plant, referred to Economic and Community Development and Environment Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*155-14** Public Safety and Transportation Committee Report re: Reappointment of Edwin P. Farrow (D) to the Police Commission.
- \*166-14** Public Safety and Transportation Committee Report re: Ensuring Children's Safety and Reducing the Liability on Playgrounds.
- \*171-14** Budget and Appropriations Committee Report re: Approval of Additional Capital Project Authorization to the 2016-2020 Five-Year Capital Plan concerning the Thomas Hooker School Roof Project.
- \*172-14** Budget and Appropriations Committee Report re: Approval of General Obligation Bonds – To Fund Certain Capital Improvement Project regarding Thomas Hooker School Roof Capital Project.

**UNFINISHED BUSINESS:**

- 98-14** Economic and Community Development and Environment Committee Report re: Resolution Authorizing an Affordable Housing Tax Incentive Agreement for Crescent Crossing II, A Mixed-Income Affordable Housing Development Located at 252 Hallett Street.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 19, 2015, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Tammy Papa 45 Lyon Terrace Bridgeport, CT 06604	Review of summer learning presentation with National League of Cities.
Rick Aiello 800 Brewster Street Bridgeport, CT 06605	World Trade Center Building 7.
Tyisha S. Toms 96 Beechview Avenue Bridgeport, CT 06605	Disposition of City owned property.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Friendly financial reporting for Taxpayers.

**CITY OF BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, OCTOBER 19, 2015  
6:30 PM**

**CALL TO ORDER**

Council President McCarthy called the Public Speaking Session to order at 6:33 p.m.

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

130<sup>th</sup> District: Susan Brannelly, Enrique Torres  
131<sup>st</sup> District: Jack O. Banta  
132<sup>nd</sup> District: Patricia Swain  
133<sup>rd</sup> District: Thomas McCarthy, Howard Austin  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Richard Salter  
136<sup>th</sup> District: Jose Casco, Alfredo Castillo  
137<sup>th</sup> District: Milta Feliciano  
138<sup>th</sup> District: Michael Marella, Melanie Jackson  
139<sup>th</sup> District:

RECEIVED  
CITY CLERK'S OFFICE  
2015 OCT 26 P 2:40  
ATTEST  
CITY CLERK

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 19, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

*Council Member Holloway joined the meeting at 6:34 p.m.*

**Tammy Papa**  
45 Lyon Terrace  
Bridgeport, CT 06604

Review of summer learning presentation  
with National League of Cities.

Ms. Papa came forward and informed the Council Members that she had been proud to represent the City at a recent meeting of the National League of Cities. The Lighthouse Program is known nationally.

*Council Member Halstead and Council Member Taylor-Moye joined the meeting at 6:35 p.m.*

City of Bridgeport  
City Council  
Regular Meeting  
October 19, 2015

Ms. Papa then gave an overview of the information on a hand out that the Council Members were given. She said that the Early Education program will help young children be prepared for kindergarten and also help close the achievement gap.

*Council Member Jackson and Council Member Martinez joined the meeting at 6:38 p.m.*

Ms. Papa said that if any of the Council Members had questions about the sources of the information in the handout, they should contact her directly.

**Rick Aiello**  
800 Brewster Street  
Bridgeport, CT 06605

World Trade Center Building 7.

Council President McCarthy called Mr. Aiello to come forward. There was no response. He called for Mr. Aiello two more times and there was still no response.

**Tyisha S. Toms**  
96 Beechview Avenue  
Bridgeport, CT 06605

Disposition of City owned property.

Ms. Tyisha Toms came forward to speak about a property that she had mentioned to the Council in the past. She said that one of the properties had closed in the past few days. She said that there were two other city-owned properties that she had bid for during the last auction and wondered why there was such a delay in closing on the parcels.

**John Marshall Lee**  
30 Beacon Street  
Bridgeport, CT 06605

Friendly financial reporting for Taxpayers.

Good evening members of the Council. With 25% of your members departing soon, the next City legislature will have a different look. As you make preparations for departure or for another term, how would you grade yourself on performance during this term regarding protecting the public, of being a City watchdog? How did you represent your district? How did you provide for the children, the seniors, the businesses attempting to establish themselves, residents who were having a problem with services from the City and the burden on taxpayers? Can you look at the past two years and grade yourself? It is often difficult to evaluate yourself, particularly if you had no goal in mind when you started your term in December 2013. But try anyway. It may be revealing for you.

Watchdogs bear responsibility when deciding to authorize programs and grants and making fiscal decisions including budget review. Oversight is required to understand what is intended, how it is working, what it costs, and whether it is necessary when competing with other City priorities. If there is no oversight, monitoring or evidence of protection by an informed watchdog, the system may be broken.

I have suggested that governance in this City is not OPEN. I have pointed to committees and their work whose meetings are not listed on the City web site, welcoming and informative to the voters. An example is the School Building Committee. OPEN also suggests that observing the Charter language that specifically calls on the City to "solicit" public input would create an annual Capital Budget meeting that is not held. And OPEN in terms of public information placed on the City website should include "external auditor single source annual reports" on Federal and State grants, not otherwise shared with the public. Finally more than a few Council members who are Committee Chairs have seen my hand raised at meetings to respectfully request a moment to comment or ask a question. Most Chairs have denied me this opportunity though each has the discretion to allow a member of the public to talk. Thank you, Denese Taylor-Moye, for allowing me to speak to your committee when I requested.

I have also talked about ACCOUNTABILITY with an emphasis on financial results. I believe that each City department ought to have a "dashboard", available to the public of genuine 'system indicators' continuously updated. That "dashboard" will show what critical work is intended and accomplished. It needs to be on the City site showing that important service is undertaken and well completed. My biggest concern has been the lack of budget overview by B&A. Disagree with me if you will, but if you have no way of monitoring the operating budget and your monthly reports are too complicated to read and comprehend, then I suggest you have failed in that task. Who else is responsible to the taxpayer? One positive step appeared last week with the August monthly financial report. The report has fewer than 25 pages. Police, fire and education budgets have been compressed and all expense budgets have no more than 6 line item categories. Variances should be easier to spot, both pluses and negatives. More improvements are due.

TRANSPARENCY is the final category and it covers so many items that I will stick with the fiscal implications. You may hear from time to time that the City has cash flow problems. You have reviewed tax collection practices for cars, WPCA payments and property taxes. You have seen policies that require review. Perhaps you have observed broken areas where taxpayers in different parts of the community are treated differently? Where taxes are collected more rapidly and expensively and seemingly from the poorest folks? And what are the fact based trends in Taxable Grand List, City ownership of otherwise taxable property, balances in numerous capital accounts, the direct payment of certain bills by executive offices without process through purchasing department process, etc.? If it is invisible, is this what is meant by TRANSPARENT?

When trust drops too low, taxpayers resist and ultimately revolt. Where are you helping your constituents with the big issues? Have you been merely watchdogs of the status quo, putting up a fence to protect yourself from public questions and comments? When you provide no response to public comment or prevent an interested member of the public from speaking on topic, briefly to a committee, who or what are you safeguarding? Do you favor the status quo rather than serving public values by decreasing debt, eliminating unnecessary projects and spending and becoming wiser about our governance system? Time will tell.

Council President McCarthy announced that the next speaker who had signed up to address the Council would be Ms. Liz Torres.

**Ms. Liz Torres**  
State Street  
Bridgeport, CT

Bridgeport Neighborhood Trust

Ms. Torres came forward to speak about the Bridgeport Neighborhood Trust (BNT) along with approximately 25 Bridgeport residents in support of the proposed project. Ms. Torres said that when she started the group 10 years ago, she was the sole employee. Now BNT employs 21 Bridgeport residents.

Ms. Torres then gave a brief overview of the various projects and the amount of taxes generated for the City from those projects. The current project that is being proposed is for affordable housing, with a 20 year tax abatement.

BNT is a mission based organization to building housing. It is a non-profit organization, It is a local organization and has a record of employing minority contractors.

**Mr. Thomas McMillian**  
Connecticut Avenue  
Bridgeport, CT

Affordable Housing.

Mr. McMillian said that he had lived in Bpt for over 50 years and that the need for more housing was critical. He urged the Council to support the Bridgeport Neighborhood Trust project.

**Mr. Ethan Book.**  
Coleman Street  
Bridgeport, CT

Towing Practices

Mr. Book came forward the Council and made the following statement and submitted a copy of that statement to be included in the record:

Mr. Council President, Members of the City Council and public:

I am Ethan Book, a resident of this City, a 2013 candidate for City Council and a 2014 candidate for State Representative, 128th District.

On October 18, 2010, I appeared before this Council to give public comment about what I now call "Lincoln-gate". I give here a summary facts. [sic]

In early May 2010, as an owner/operator of a small transportation business, I had purchased a Lincoln Town Car to replace a year 2000 Lincoln Town Car which I had been using, one which had reached 375,000 miles and was beginning to show signs of engine wear. I legally transferred the registration from the 2000 Lincoln to the recently purchased Lincoln. I legally parked the 2000 Lincoln on Sanford Place near where I was living. I was advertising the vehicle for sale. However, on the evening of May 10, 2010, I arrived to my residence and observed that the 2000 Lincoln was gone. I called the police to report it being stolen. I was told that the vehicle had been ordered towed by the local police and I was advised that additional information could be obtained at Jerry's Auto Body on Stratford Avenue. The next morning, I went to Jerry's Auto

City of Bridgeport  
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October 19, 2015



Body and was told that the vehicle could be obtained upon the payment of towing and storage fees and upon release by the Bridgeport Police.

I then went to the Bridgeport Police station. I obtained an incident report which reflected that the vehicle had been ordered towed by Ofcr. John Gallant for suspicion of having been stolen. However, there was no record in the report of substantial evidence of the vehicle having been stolen. Also, I had previously reported it stolen. I immediately contacted Ofcr. Gallant to protest his action. Several days later, a neighbor commented to me that she was sitting on the porch of her residence on Sanford Place when Ofcr. Gallant arrived to the location that my vehicle was parked. She saw what they were about to do. She called out to them, "Don't take that vehicle. It belongs to a man who is a candidate for the U.S. Senate. He lives over there," as she pointed to the apartment building in which I reside. Despite a lack of evidence or reasonable review, and despite the woman's warning, Ofcr. Gallant proceeded to order the vehicle opened, entered, searched, seized, towed and impounded. It is also curious that Ofcr. Gallant's action was two weeks prior to the Connecticut Republican Convention when I was an official candidate for the U.S. Senate. This raises some interesting and politically sensitive issues.

Despite multiple subsequent pleadings to this City Council, appearances before the Mayor's Brown Bag Lunch, correspondence with the Bridgeport Police, the Mayor's Office and the City Attorney, the 2000 Lincoln Town Car remains to this day parked behind a fenced in lot of Jerry's Auto Body.

After also filing a formal administrative claim with the City, on April 18, 2011, Associate City Attorney Russell Liskov send me a letter in which there was an offer of settlement in the amount of \$1,500. The letter also explained that if I had questions, I should contact him. I promptly contacted him to inquire if the offer of \$1,500 included also the return of the vehicle. I never received an answer.

After various appearances before this Council and various appearances at the Mayor's Brown Bag Lunch, I again appeared at the Mayor's Lunch on February 12, 2014. At that time, Mayor Finch made an indicative offer to me of \$1,500 in cash plus the return of the vehicle. I reluctantly accepted. However, on July 31, 2014, City Attorney Mark Anastasi sent me a letter which advised me of a settlement offer of \$1,500. However that offer was exclusive of the return of the vehicles and also required me to agree that such settlement would effectively resolve any and all other claims I that I might have with the City, matters which may have arisen "from the beginning of the world to the day of these presents". I did not accept that settlement offer. There are other issues ending including that of the false arrest of me by Sgt. Kimberly Parks in March of 2007 among others.

In a letter to Mayor Finch of December 30, 2014, I provide to Mayor Finch a settlement demand of an adjusted amount of \$2,500 exclusive of the return of the vehicle and without the bizarre conditions presented by the City Attorney. At a recent Mayor's Lunch of September 23rd, Mayor Finch said that someone would look into this.

For being at least a matter of valuable property having been obtained by error, yet not timely returned, this matter can be described as criminal larceny. For the factor of the possible political

implications, this situation could be much more serious. Isn't it time for the City of Bridgeport to deal with its responsibility in this?

**ADJOURNMENT**

Council President McCarthy adjourned the public speaking portion of the Meeting at 6:58 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CITY COUNCIL MEETING  
MONDAY, OCTOBER 19, 2015**

**7:00 PM**

**City Council Chambers, City Hall - 45 Lyon Terrace**

**Bridgeport, Connecticut**

**CALL TO ORDER**

Mayor Finch called the meeting to order at 7:04 p.m.

**PRAYER**

Mayor Finch then requested Council Member Jackson to lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

Mayor Finch then requested Council Member Castillo to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

130<sup>th</sup> District: Susan Brannelly, Enrique Torres  
131<sup>st</sup> District: Jack O. Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: Patricia Swain, Robert Halstead  
133<sup>rd</sup> District: Thomas McCarthy, Howard Austin  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Rev. Mary McBride-Lee, Richard Salter  
136<sup>th</sup> District: José Casco, Alfredo Castillo  
137<sup>th</sup> District: Milta Feliciano, Lydia Martinez  
138<sup>th</sup> District: Melanie Jackson, Michael Marella  
139<sup>th</sup> District: Eneida Martinez, James Holloway

A quorum was present.

**Mayoral Proclamations: Honoring Michael “Mickey” Kelly, Kenton Clarke and John Ratzenburger for being Inducted into the World Drum and Bugle Corps Hall of Fame.**

Mayor Finch said that there were only two municipal entities that have Drum and Bugle corps, one is Bridgeport. The Mayor then presented Mr. Clarke and Mr. Ratzenburger’s sister with Mayoral Citations.

**City Council Citations: Honoring Michael “Mickey” Kelly, Kenton Clarke and John Ratzenburger for being Inducted into the World Drum and Bugle Corps Hall of Fame.**

Council President McCarthy then briefly spoke about the Corp before he turned the microphone over to Council Member Vizzo-Paniccia. Council Member Vizzo-Paniccia announced that Council Member Marella was one of the directors of Park City Pride.

Council Member Vizzo-Paniccia said that Mr. Michael Kelly was not able to attend the meeting. She then called Mr. Kenton Clark forward to receive his award.

Council Member Vizzo-Paniccia also said that Mr. Ratzenburger could not be present, but his sister would accept the citations in his place.

Council Member Marella said that a number of years ago, the Park City Pride had been pulled together for a single performance, but that the group had gone on to be one of the top drum and bugle corps in the nation.

Mr. Clark said that he was very humbled to receive this citation.

**Mayoral Proclamation: Honoring Eric Graf of Bridgeport Central High school as recipient of the Connecticut Association of Schools “William Cieslukowski First Year Principal Award” for 2015-2016.**

**City Council Citation: Honoring Eric Graf of Bridgeport Central High school as recipient of the Connecticut Association of Schools “William Cieslukowski First Year Principal Award” for 2015-2016.**

**Mayoral Proclamation: Honoring Shaun Mitchell of Central High School as recipient of the Bridgeport Public Schools “Teacher of the Year Award” for 2015-2016 and one of four finalists for the 2016 Connecticut State Teacher of the Year.**

**City Council Citation: Honoring Shaun Mitchell of Central High School as recipient of the Bridgeport Public Schools “Teacher of the Year Award” for 2015-2016 and one of four finalists for the 2016 Connecticut State Teacher of the Year.**

Council President McCarthy called Mr. Graf and Mr. Mitchell forward to receive their citations. Mayor Finch said that he knew of two people who were attending law school because of Mr. Graf’s leadership.

Mayor Finch then presented the two educators with Mayoral citations. Council President McCarthy presented the two men with City Council citations.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: September 21, 2015.**

**\*\* COUNCIL MEMBER MARELLA MOVED THE MINUTES OF SEPTEMBER 21, 2015.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**\*\* THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 21, 2015 AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER MARELLA MOVED TO APPROVE THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

**186-14 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED TENTATIVE AGREEMENT WITH LIUNA, LOCAL 200 REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP, REFERRED TO CONTRACTS COMMITTEE.**

**187-14 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED THERMAL ENERGY SUPPLY AGREEMENT WITH NUPOWER REGARDING THE USE OF WASTE HEAT FROM LANDFILL FUEL CELL TO SUPPLY HEATING AND COOLING TO MUNICIPAL AND COMMERCIAL BUILDINGS, REFERRED TO CONTRACTS COMMITTEE.**

**186-14 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED TENTATIVE AGREEMENT WITH LIUNA, LOCAL 200 REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP, REFERRED TO CONTRACTS COMMITTEE.**

**187-14 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED THERMAL ENERGY SUPPLY AGREEMENT WITH NUPOWER REGARDING THE USE OF WASTE HEAT FROM LANDFILL FUEL CELL TO SUPPLY HEATING AND COOLING TO MUNICIPAL AND COMMERCIAL BUILDINGS, REFERRED TO CONTRACTS COMMITTEE.**

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

Mayor Finch then asked if there were any Council Members who would like to remove an item from the Consent Calendar. No one wished to remove any of the items from the Consent Calendar.

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

**\*155-14 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: REAPPOINTMENT OF EDWIN P. FARROW (D) TO THE POLICE COMMISSION.**

**\*166-14 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: ENSURING CHILDREN'S SAFETY AND REDUCING THE LIABILITY ON PLAYGROUNDS.**

**\*171-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF ADDITIONAL CAPITAL PROJECT AUTHORIZATION TO THE 2016-2020 FIVE-YEAR CAPITAL PLAN CONCERNING THE THOMAS HOOKER SCHOOL ROOF PROJECT.**

**\*172-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF GENERAL OBLIGATION BONDS – TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECT REGARDING THOMAS HOOKER SCHOOL ROOF CAPITAL PROJECT.**

**\*153-14 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH CIVICMOXIE, LLC CONCERNING A WATERFRONT MASTER PLAN FOR THE VARYING WATERFRONTS FOUND THROUGHOUT THE CITY.**

**\*167-14 CONTRACTS COMMITTEE REPORT RE: (REF. #154-04) SITE AGREEMENT CONCERNING AMENDMENT NO. 1 WITH SPRINT SPECTRUM REALTY COMPANY, L.P. REGARDING JFK STADIUM.**

**\*156-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: GREATER BRIDGEPORT REGIONAL COUNCIL (GBRC) FOR A TULIP MUSEUM-BROWNFIELD REVOLVING LOAN FUND TO BE USED FOR CLEANING UP BROWNFIELD SITES THROUGHOUT THE CITY (PROJECT #16446).**

**\*157-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: FISCAL YEAR 2015 SUPPLEMENTAL FUNDING FOR BROWNFIELDS REVOLVING LOAN FUND (RLF) (PROJECT #15261).**

**\*169-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE DISPOSITION OF CITY-OWNED PROPERTY LOCATED AT 247 COLORADO AVENUE.**

**\*170-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION REGARDING THE RECONSTRUCTION OF SEAVIEW AVENUE FROM BARNUM AVENUE TO BOSTON AVENUE AND THE EXTENSION OF SEAVIEW AVENUE TO THE LAKE SUCCESS ECO TECHNOLOGY PARK.**

**\*\* COUNCIL MEMBER MARELLA SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON:**

**182-14 Contracts Committee Report re: Resolution and Solar Photovoltaic System Power Purchase Agreement with General Electric International, Inc. to provide Electricity at Reduced Cost to the New High School Located at 379 Bond Street.**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED TO APPROVE AGENDA ITEM 182-14 CONTRACTS COMMITTEE REPORT RE: RESOLUTION AND SOLAR PHOTOVOLTAIC SYSTEM POWER PURCHASE AGREEMENT WITH GENERAL ELECTRIC INTERNATIONAL, INC. TO PROVIDE ELECTRICITY AT REDUCED COST TO THE NEW HIGH SCHOOL LOCATED AT 379 BOND STREET.**

**\*\* COUNCIL MEMBER MARELLA SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**185-14 Contracts Committee Report re: Agreement with Bridgeport City Supervisor's Association regarding the Terms and Conditions of Employment for their Membership.**

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO TABLE AGENDA ITEM 185-14 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP.**

**\*\* COUNCIL MEMBER MARELLA SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**168-14 Economic and Community Development and Environment Committee Report re: (Ref. #396-93; 130-95; 279-98 & #154-13) Resolution regarding Amendment #5 to the West End Municipal Development Plan (the "MDP") to allow for Residential Adaptive Reuse Development along Railroad Avenue and to Establish 1565 and 1535 Railroad Avenue as Disposition Parcels under the MDP.**

**\*\* COUNCIL MEMBER TORRES MOVED TO TABLE AGENDA ITEM 168-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #396-93; 130-95; 279-98 & #154-13) RESOLUTION**

**REGARDING AMENDMENT #5 TO THE WEST END MUNICIPAL DEVELOPMENT PLAN (THE "MDP") TO ALLOW FOR RESIDENTIAL ADAPTIVE REUSE DEVELOPMENT ALONG RAILROAD AVENUE AND TO ESTABLISH 1565 AND 1535 RAILROAD AVENUE AS DISPOSITION PARCELS UNDER THE MDP.**

**\*\* THE MOTION FAILED DUE TO A LACK OF A SECOND.**

Council Member Lyons said that she had concerns about this parcel because the it was the only proposed residence in an industrial area. This item is on the Planning and Zoning agenda but the Council has not approved it

Mr. Bill Coleman came forward to answer Council Member Lyons' concerns. He said that the buildings that were in the area were old and this was a request to approve the creation of a plan to deal with the buildings in that area. They could be commercial or residential. One of the buildings that will be considered has no roof and it is right next to I-95. There is no current housing plan and any specific project would have to come back to the Council for approval.

Council Member Lyons said that she was not in agreement with this change and it was being put online when it has not been approved by the Council or Planning and Zoning. She said that she had a copy of the document. Mr. Coleman pointed out that the parcel at 1535 Railroad Avenue was privately owned and that the information was not posted by the City.

Council Member Lyons said that she did not feel this was fair to the residents in the district and every time housing is built, it reduces the amount of commercial property. Having the information online gives the impression that this is a done deal. Council Member Lyons said that she would not be voting in favor of this project.

Council Member Torres asked the Council to table this project to the next Council and administration. He said that there was no rush. Mayor Finch said that the administration was not pushing the project.

Council Member Halstead asked if this was the old NEST building. Mr. Coleman said that this building was on the south side of 95. He then gave a number of details so the Council Members could identify which building it was. Council Member Halstead asked what part had no roof. Mr. Coleman described the portion of the building that no longer had a roof on it.

Council Member Halstead asked if the building would be kept or torn down. Mr. Coleman said that while they would like it to be rehabilitated, it would be up to the developer. Council Member Halstead said that it would be good to have a list of buildings that were rehabilitated.

**\*\* COUNCIL MEMBER TORRES MOVED TO TABLE AGENDA ITEM 168-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #396-93; 130-95; 279-98 & #154-13) RESOLUTION REGARDING AMENDMENT #5 TO THE WEST END MUNICIPAL DEVELOPMENT PLAN (THE "MDP") TO ALLOW FOR RESIDENTIAL ADAPTIVE REUSE DEVELOPMENT ALONG RAILROAD AVENUE AND TO ESTABLISH 1565 AND 1535 RAILROAD AVENUE AS DISPOSITION PARCELS UNDER THE MDP.**

**\*\* COUNCIL MEMBER LYONS SECONDED.**



**\*\* THE MOTION PASSED UNANIMOUSLY.**

**UNFINISHED BUSINESS:**

**98-14 Economic and Community Development and Environment Committee Report re: Resolution Authorizing an Affordable Housing Tax Incentive Agreement for Crescent Crossing II, A Mixed-Income Affordable Housing Development Located at 252 Hallett Street.**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED TO TABLE AGENDA ITEM 98-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE AGREEMENT FOR CRESCENT CROSSING II, A MIXED-INCOME AFFORDABLE HOUSING DEVELOPMENT LOCATED AT 252 HALLETT STREET.**

**\*\* COUNCIL MEMBER SWAIN SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

*Council Member E. Martinez left the meeting at 7:53 p.m.*

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA REGARDING RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A PARTNERSHIP AGREEMENT WITH STATE OF CONNECTICUT CONCERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT – NATIONAL DISASTER RESILIENCE COMPETITION (CDBG-NDR) AS IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER TORRES SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #196-14)**

Council President McCarthy said that item had to do with a 40 million dollar grant application from the Federal Government that had to be submitted soon. Council President McCarthy gave the details.

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED THE ITEM.**

**\*\* COUNCIL MEMBER LYONS SECONDED.**

Council Member Brannelly asked if there were matching funds required from the City. The Mayor said that there was no matching fund requirement.

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER FELICIANO MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA.**

**\*\* COUNCIL MEMBER BRANNELLY SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**184-14 Proposed agreement from Bridgeport Building Trades Council re: the terms and conditions of employment for their membership.**

**\*\* COUNCIL MEMBER FELICIANO MOVED TO APPROVE AGENDA ITEM 184-14 PROPOSED AGREEMENT FROM BRIDGEPORT BUILDING TRADES COUNCIL RE: THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP.**

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.**

Council Member Torres said that he would like to have a brief explanation of the items. Atty. Austin came forward to speak about the details of the contract and the terms of negotiation.

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA.**

**\*\* COUNCIL MEMBER BRANNELLY SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER AN ITEM TO THE ORDINANCE COMMITTEE REGARDING THE PROPOSED NEW ORDINANCE CREATING THE BRIDGEPORT ENVIRONMENTAL TASK FORCE; PROVIDING FOR MEMBERSHIP, ORGANIZATION AND RESPONSIBILITY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE OF ORDINANCES, AND AN EFFECTIVE DATE.**

**\*\* COUNCIL MEMBER MARELLA SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #194-14)**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SCHEDULE A PUBLIC HEARING BEFORE THE FULL CITY COUNCIL AT ITS NOVEMBER 2ND MEETING.**

**\*\* COUNCIL MEMBER BRANNELLY SECONDED.**

Council Member Torres pointed out that scheduling the public hearing presumed that the item will be approved in committee. Council President McCarthy said that if the item did pass, the hearing would need to take place quickly. Council Member Holloway said that he had never heard of scheduling a public hearing before a Committee approved an item and he agreed with Council Member Torres. Council President McCarthy said that generally the public hearing would not be scheduled until after the Committee approves it, but timing was an issue. Council Member Holloway said that this shouldn't be rushed through. Discussion followed.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO WITHDRAW HER MOTION TO SCHEDULE A PUBLIC HEARING BEFORE THE FULL CITY COUNCIL AT ITS NOVEMBER 2ND MEETING.**

**\*\* COUNCIL MEMBER BRANNELLY SECONDED.**

**\*\* THE MOTION TO WITHDRAW THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER FELICIANO MOVED TO SUSPEND THE RULES TO ADD AND ITEM TO REFER TO THE CONTRACTS COMMITTEE.**

**\*\* COUNCIL MEMBER JACKSON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER FELICIANO MOVED TO ADD AN ITEM AND REFER IT TO THE CONTRACT COMMITTEE REGARDING SOLAR ENERGY WONDERLAND OF ICE.**

**\*\* COUNCIL MEMBER HOLLOWAY SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #195-14)**

### **ADJOURNMENT**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER HOLLOWAY SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:05 p.m.

Respectfully submitted,

S. L. Soltes

Telesco Secretarial Services



Bill Finch  
Mayor

City of Bridgeport  
Labor Relations and Benefits Administration

Labor Relations Office  
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 203-576-7843

Lawrence E. Osborne, Jr.  
Director

Thomas C. McCarthy  
Deputy Director

Jodie Paul-Arndt  
Human Resources Manager

Richard D. Weiner  
Benefits Manager

October 13, 2015

Honorable City Council Members  
Office of the City Clerk  
City of Bridgeport

**RE: Laborer's International Union of North America (LIUNA), Local 200**

Dear Honorable Members:

The City of Bridgeport and LIUNA, Local 200 have reached an agreement concerning the terms and conditions of employment for their membership. Enclosed you will find a signed Tentative Agreement between the City and the Union.

We are requesting that the City Council refer the tentative agreement to the Contracts Committee for consideration.

Sincerely,

Thomas C. Austin  
Senior Labor Relations Officer

TCA/mjh

- pc: Mayor Bill Finch
- Adam Wood, Chief of Staff
- Andrew Nunn, Chief Administrative Officer
- Lawrence E. Osborne, Director of Labor Relations
- Thomas C. McCarthy, Deputy Director of Labor Relations
- Thomas Sherwood, Director of OPM
- File

RECEIVED  
 CITY CLERK'S OFFICE  
 2015 OCT 13 P 4:00  
 ATTEST  
 CITY CLERK

# TENTATIVE AGREEMENT

## LIUNA, LOCAL 200

### DURATION

All provisions of this agreement shall be effective as of July 1, 2013 unless another effective date is specified herein, and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) of June 2017.

### ARTICLE 15 - WAGES

Effective July 1, 2013 -	3%
Effective July 1, 2014 -	3%
Effective July 1, 2015 -	2.5%
Effective July 1, 2016 -	2.5%

### NEW LANGUAGE

The City and the Union agree to phase out the Insurance Buyout for employees who accept the Buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to \$1500.00 and on July 1, 2017 it will be reduced to \$1000.00 and on July 1, 2018 to \$500.00. Commencing on July 1, 2018 there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015, no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:

Beginning on July 1, 2016 - \$2500.00; July 1, 2017 - \$2750.00; July 1, 2018 - \$3000.00

### NEW LANGUAGE – ARTICLE 19

For LIUNA members who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the city's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share

for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

**ARTICLE 19 – INSURANCE**

All members of the bargaining unit hired after December 31, 2015 will not be entitled to post retirement health benefits. It is understood that all employees on hired on or prior to December 31, 2015 shall be entitled to post retirement health benefits.

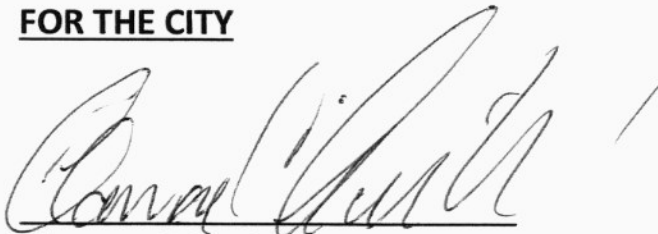
**ARTICLE 19 NEW LANGUAGE (REOPENER) – INSURANCE**

Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

**TERMS & CONDITIONS**

This Tentative Agreement is subject to ratification by the union membership and the City.

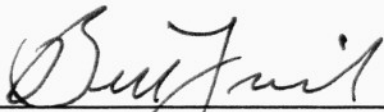
**FOR THE CITY**



Thomas C Austin  
Senior Labor Relations Officer

10-13-15

**DATE**

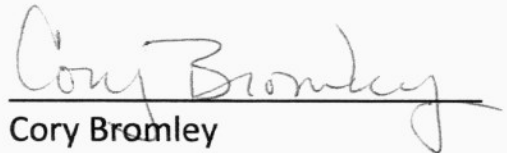


Mayor Bill Finch

10/14/15

**DATE**

**FOR THE UNION**



Cory Bromley  
Business Manager

October 13, 2015

**DATE**

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSISTANT CITY ATTORNEYS  
Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte  
Betsy A. Ingraham  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



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

October 14, 2015

Fleeta Hudson, City Clerk  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

RECEIVED  
CITY CLERK'S OFFICE  
2015 OCT 14 P 1:0  
ATTEST  
CITY CLERK

**RE: ~~Request To Add Item~~ to City Council Meeting Agenda on  
October 19, 2015 Regarding Thermal Energy Supply Agreement With  
NuPower to Use Waste Heat From the Landfill Fuel Cell to Supply  
Heating and Cooling to Municipal and Commercial Buildings in  
Bridgeport**


Dear Fleeta:

At the request of Jorge Garcia, the Director of Public Facilities, please add this item to the Agenda for the October 19, 2015 City Council meeting:

This matter involves entry into a Thermal Energy Supply Agreement with NuPower that will take advantage of waste heat generated by the new UI fuel cell at the Landfill that would otherwise be released into the atmosphere. Instead NuPower will capture and distribute this waste heat in a so-called "thermal loop" to certain City buildings and other commercial buildings. A Memorandum of Understanding is attached that sets forth the basic terms and conditions that will guide the parties in the creation of a comprehensive agreement.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By:   
Ronald J. Pacacha,  
Associate City Attorney

Encl. Proposed Memorandum of Understanding

**NUPOWER THERMAL BRIDGEPORT, LLC**  
**THERMAL ENERGY SUPPLY AGREEMENT**

PREAMBLE:

This Thermal Energy Supply Agreement is entered into as of \_\_\_\_\_, 2015 (the "Contract Date") between the City of Bridgeport, having an address of 45 Lyon Street, Bridgeport, Connecticut 06604 ("City"), and NuPower Thermal Bridgeport, LLC, having an address of 103 North Park Avenue, Easton, Connecticut ("Provider", and together with the City, each, a "Party" and together the "Parties").

WITNESSETH:

WHEREAS, pursuant to Section 21 of Public Act 14-94, Provider is authorized to furnish Thermal Energy (heating and cooling) by means of hot and cold water in the City of Bridgeport, Connecticut;

WHEREAS, Provider will be designing, installing, owning, operating and maintaining a District Energy Thermal Loop in the City of Bridgeport for the purpose of supplying heating and cooling to commercial and municipal buildings in the City of Bridgeport (the "Thermal Loop");

WHEREAS, the City desires to have Provider deliver Thermal Energy to the buildings and locations described in Exhibit A (the "City Sites") owned by the City as more fully set forth herein;

WHEREAS, Provider will be designing, installing, owning, operating and maintaining all connections between the Thermal Loop and the City Sites ("Interconnection Equipment") as more fully set forth herein;

WHEREAS, Provider will be designing, installing, owning, operating and maintaining equipment at the City Sites to accommodate the transfer of Thermal Energy from the Thermal Loop to the existing heating and cooling systems of the City Sites ("Thermal Exchange Equipment") as more fully set forth herein;

WHEREAS, the City will own, operate, and maintain all existing heating and cooling systems on the City Sites; and

WHEREAS, Provider and the City anticipate that the City will save costs from reducing the usage of natural gas, electricity, capital expenditures, and maintenance and operational costs at the City Sites as compared to existing costs.

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



1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

*“Affiliate”* means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, “control” and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise. “Control” may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another Person.

*“Agreement”* means this Thermal Energy Supply Agreement, including the Exhibits attached hereto and incorporated herein by reference.

*“Applicable Law”* means, with respect to any Person, 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 any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

*“Approvals”* has the meaning set forth in Section 9.2.

*“Arbitrator”* has the meaning set forth in Section 15.2.

*“Assignment”* has the meaning set forth in Section 16.

*“Business Day”* means any day other than Saturday, Sunday or any other day on which banking institutions in Connecticut are required or authorized by Applicable Law to be closed for business.

*“Capacity Charge”* has the meaning set forth in Section 8.1.

*“City”* has the meaning set forth in the preamble hereof.

*“City Site(s)”* means the City owned location(s) where the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment will supply Thermal Energy as described in Exhibit A.

*“City Default”* has the meaning set forth in Section 14.2.

“*City Site Energy Costs*” has the meaning set forth in Section 3.2.

“*City Indemnified Parties*” has the meaning set forth in Section 19.1.

“*Completion Date*” means the date upon which Provider commences supplying Thermal Energy to each City Site. The Completion Date for each City Site may vary.

“*Confidential Information*” has the meaning set forth in Section 18.

“*Construction Work*” means the construction and installation of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment performed by or for Provider on the City Sites.

“*Contract Date*” has the meaning set forth in the preamble hereof.

“*Contract Price*” has the meaning set forth in Section 8.2.

“*Default Rate*” means a rate per annum equal to the lesser of (a) ten percent (10%) and (b) the maximum rate allowed by Applicable Law.

“*Dispute*” has the meaning set forth in Section 15.1.

“*Early Termination Date*” has the meaning set forth in Section 4.1.

“*Expiration Date*” has the meaning set forth in Section 4.1.

“*Force Majeure Event*” has the meaning set forth in Section 12.1.

“*Governmental Approval*” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“*Governmental Authority*” means 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.

“*Indemnified Party*” has the meaning set forth in Section 19.3.

“*Indemnifying Party*” has the meaning set forth in Section 19.3.

“*Indemnified Persons*” means the City Indemnified Parties or the Provider Indemnified Parties, as the context requires.

“*Installation Period*” means the period from (and including) the date that Provider (or its subcontractors) commences physical installation of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment on the City Sites to the Completion Date.

“*Interconnection Equipment*” means the Provider equipment that connects the Thermal Loop to the Thermal Exchange Equipment located on the City Sites.

“*Lender*” has the meaning set forth in Section 16.3.

“*Liens*” has the meaning set forth in Section 9.1.

“*Losses*” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“*Monthly Invoice Date*” means the first Business Day of each of calendar month.

“*Monthly Period*” means each calendar month during the Term.

“*Notice of Claim*” has the meaning set forth in Section 19.3.

“*Operations Demarcation Point*” means the point(s) designated pursuant to Section 3.9.

“*Party*” or “*Parties*” has the meaning set forth in the preamble hereof.

“*Person*” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“*Provider*” has the meaning set forth in the preamble hereof.

“*Provider Default*” has the meaning set forth in Section 14.1.

“*Provider Indemnified Parties*” has the meaning set forth in Section 19.2.

“*Renewable Energy Benefits*” has the meaning set forth in Section 7.3.

“*Representative*” has the meaning set forth in Section 18.1.

“*Reserved Capacity*” means the proportional amount of Thermal Loop Capacity reserved by the City for each City Site. The Reserved Capacity will be based

upon the nameplate capacity of the existing equipment at each City Site that is used to provide Thermal Energy to the City Site.

*“Reserved Capacity Charge”* has the meaning set forth in Section 8.1.

*“Service Charge”* has the meaning set forth in Section 8.1.

*“Supply Charge”* has the meaning set forth in Section 8.1.

*“Term”* has the meaning set forth in Section 4.1.

*“Thermal Energy”* means the heat and cooling being supplied to the City by the Provider using the Thermal Loop.

*“Thermal Energy Payment”* has the meaning set forth in Section 8.1.

*“Thermal Exchange Equipment”* means the Provider equipment located on City Sites that exchanges Thermal Energy between the Thermal Loop and the City Sites’ existing heating and cooling systems, including heat exchangers and cooling exchangers.

*“Thermal Loop”* means the District Energy Thermal Loop in the City of Bridgeport being installed by Provider for the purpose of supplying Thermal Energy to commercial and municipal buildings in the City of Bridgeport

- 1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation”. The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Exhibits”, “Articles” and “Sections” refer to Exhibits, Articles and Sections of this Agreement.

## 2. OVERVIEW

- 2.1 Ownership. Provider shall own the Thermal Loop, the Interconnection to the City Sites and the Thermal Exchange Equipment. The City shall own all of the existing heating and cooling systems on each City Site.
- 2.2 Design, Construction, and Installation. Provider, at its cost and expense, shall be responsible for the design, construction, and installation of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment.

- 2.3 Operation and Maintenance. The Provider, at its expense, shall operate and maintain the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment. The City, at its expense, shall operate and maintain the existing heating and cooling systems of each City Site.
- 2.4 Payments. Provider shall be paid a monthly Capacity Charge as set forth herein. The Capacity Charge is intended for Provider to recover its capital costs of the design, construction, and installation of the Thermal Loop, Interconnection Equipment and Thermal Exchange Equipment including debt service and return on equity. The Capacity Charge also recovers all administrative, operations and maintenance costs. Provider shall also be paid a Service Charge for variable fuel and utility costs for the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment.

3. DESIGN, CONSTRUCTION, AND INSTALLATION.

- 3.1 Prior to commencing the Installation Period, Provider will provide the City with a proposed estimated installation schedule and an estimated Completion Date. The City shall have the opportunity to review and approve the proposed installation schedule and the Completion Date, provided however, that such approval shall only be withheld by the City upon a reasonable showing that the City will be materially harmed by such installation schedule and Completion Date. The City shall have ten (10) business days to review and comment on the installation schedule and Completion Date or the proposed installation schedule and Completion Date will be considered approved. Provider will notify the City of any material changes to the estimated installation schedule and any revisions to the estimated Completion Date during the System Installation Period. The City's approval of any proposed installation schedule and Completion Date by Provider under this Section 3.2 shall not be deemed a waiver by the City of any installation or Completion Date deadlines set forth elsewhere in this Agreement.
- 3.2 As part of the proposed installation schedule, the City must supply Provider the City Site Energy Costs including as follows: utility bills (natural gas and electricity) for the prior three (3) years for each City Site, along with actual and budgeted administrative, operations, and maintenance, insurance, permits, emission fees, utility fixed charges, fuel storage costs, service contracts, consultants, and other energy related expenses, plus any capital expenditures and estimated capital recovery charges for in place equipment related to Thermal Energy for each City Site along with any other current utility obligations. This information will be used by Provider to establish a baseline amount of expenses for each City Site that will be used to calculate the Cumulative Energy Savings.
- 3.3 Prior to commencing the Installation Period, Provider shall provide to the City an analysis from a third-party Professional Engineer stating that the design of the

Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment will not adversely affect the City Sites.

- 3.4 As part of the installation schedule, Provider shall provide engineering piping and instrumentation diagrams showing the thermal design parameters of the equipment, piping, valves, metering, instrumentation and auxiliaries of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for each City Site. Additionally, the Provider shall provide engineering construction concept drawings showing the layout of the Thermal Loop equipment locations within the City Sites. Upon completion of each of the drawings for each City Site, the drawings shall be attached hereto as Exhibit B. Further, within Exhibit B, the Provider shall provide a drawing demonstrating the proposed method of interconnection and thermal exchange for the Thermal Loop to each City Site. Provider shall not make any material change to the location of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for each City Site unless approved by the City, whose approval shall not be unreasonably withheld. If Provider proposes a change to the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for a City Site, the City shall respond to reject or approve within ten (10) business days. Failure by the City to respond within ten (10) business days will be deemed a City approval.
- 3.5 Prior to commencing the Installation Period, if Provider determines in its sole discretion that the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment for a City Site cannot be installed for any reason, Provider will notify the City that the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment for a City Site cannot be constructed as proposed, and this Agreement will terminate with respect to that City Site only with neither Party having further obligations under this Agreement; provided however, that the Parties may agree to amend this Agreement to accommodate a revised, feasible Thermal Loop interconnection to the City Site and execute an amendment to this Agreement.
- 3.6 Construction Work. The City hereby grants to Provider access to and the right to use portions of each City Site upon which to locate the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for each City Site for purposes of installing, operating and maintaining the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for each City Site. Upon completion of the installation of the Interconnection Equipment and the Thermal Exchange Equipment for each City Site, Provider shall provide the City with an as-built engineered drawing of the Interconnection Equipment and the Thermal Exchange Equipment for each City Site.
- 3.7 During the Installation Period, Provider shall use all reasonable commercial efforts to minimize any inconvenience and interference to the City. Provider shall perform all installation work between the hours of 7:00 a.m. and 5:00 p.m.,

Monday through Friday in a manner that minimizes inconvenience to and interference with the City and the City's employees, invitees, agents and contractors and the City's use of City Sites, to the extent commercially practical. Should Provider require installation work to be performed at some other time, Provider shall seek the approval of the City, such approval not to be unreasonably withheld. Provider shall use all reasonable commercial efforts to minimize any interruptions or outages in utility services during the installation and shall provide reasonable prior notice to the City when Provider expects an interruption or outage in utility services. The City shall have the right to monitor Provider's installation of the Interconnection Equipment and the Thermal Exchange Equipment for each City Site, and City's engineers or consultants shall have the right to consult with Provider regarding Provider's installation methods and procedures.

- 3.8 (a) Provider may hire subcontractors by subcontracting the performance of any part or all of the services Provider is obligated to provide hereunder. All subcontractors so engaged by Provider shall be required by contract to have all permits, licenses, insurance and registrations required to perform the services subcontracted to them. Provider shall be responsible to the City to ensure that all such subcontractors follow City access protocols, including sign-in, security and safety orientation. Provider shall be responsible to the City for actual, direct damages caused by subcontractor's negligence. A subcontractor's action, inaction or breach of contract with Provider shall not be a valid excuse or defense to Provider's breach of this Agreement, unless such subcontractor action, inaction or breach was caused by or constitutes a Force Majeure event.
- (b) Provider shall provide the City with (a) the identification of all subcontractors to be engaged by Provider, and (b) evidence that such subcontractors have obtained and will maintain insurance as required herein.
- (c) The City shall have the right to require the removal from the City Sites any subcontractor or the agents, employees or subcontractors of such subcontractor, who, in the City's sole judgment, exhibit unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.
- (d) Provider and its subcontractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all applicable laws. If the City has a published safety program, then Provider shall cause the work to be carried out in accordance with such safety program, a copy of which shall be appended hereto as an additional exhibit prior to commencing the Installation Period.
- 3.9 Provider shall have full responsibility for all aspects of the design and construction of the Thermal Loop, the Interconnection Equipment and the

Thermal Exchange Equipment for each City Site in accordance with this Agreement.

- 3.10 Provider shall be responsible for the delivery of Thermal Energy from the Thermal Loop to the each City Site and installing all necessary equipment at each City Site to exchange Thermal Energy with the Thermal Loop. The thermal infrastructure (including valves, meters, pipes, controls and other equipment) that are part of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for each City Site shall be operated and maintained by Provider. As part of the design of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for each City Site, Provider and the City shall mutually agree to an Operations Demarcation Point(s). Provider shall at all times own and be responsible for the operation, maintenance and repairs of the equipment on its side of the Operations Demarcation Point(s). The City shall own and be responsible for the operation and maintenance of the equipment on its side of the Operations Demarcation Point(s).
- 3.11 During the Installation Period and thereafter, Provider agrees and shall cause its Contractors to agree, as follows:
- (a) To take reasonable measures to reduce or mitigate noise, dust, the spread of debris and installation materials;
  - (b) To remove all debris, extra materials, scaffolding, tools, machinery and other installation materials from the City Sites and other work areas at the conclusion of the Installation Period; and
  - (c) To use and dispose of any “hazardous materials” as defined in any applicable federal or state environmental laws brought to the City Sites in connection with the services being performed hereunder in accordance with all applicable laws.
- 3.12 Permits and Other Approvals. Prior to commencing the Installation Period, Provider shall apply for, pay for and obtain all necessary construction and other permits from all applicable Governmental Authorities including land use permits, environmental permits, regulatory approvals, building permits, and demolition and waste disposal permits. The City shall cooperate with Provider in its undertaking to obtain necessary approvals. If any applicable Governmental Authority does not provide the necessary Governmental Approvals for a City Site, Provider may, at the Provider’s option, immediately terminate this Agreement with respect to such City Site upon written notice that such application for permit has not been accepted or such permit has been denied by written notice given to the City. The failure of Provider to obtain any required Governmental Approval shall not constitute a Provider Default.

4. TERM AND TERMINATION.



4.1 Term. The Term shall commence on the Contract Date and shall continue for a period of fifty (50) years after the Completion Date (the “Term”), unless and until terminated earlier pursuant to the provisions of this Agreement. The date this Agreement terminates by reason of the expiration of the Term is hereinafter referred to as the “Expiration Date.” Any other date on which this Agreement terminates in accordance with the terms hereof is hereinafter referred to as the “Early Termination Date.” At the end of the initial Term, this Agreement shall automatically renew for additional ten (10) year periods unless a Party gives notice of its intent to not renew this Agreement to the other Party within 365 days of the Expiration Date.

5. OPERATION OF THE THERMAL LOOP, INTERCONNECTION EQUIPMENT AND THERMAL EXCHANGE EQUIPMENT.

5.1 Provider as Operator. On the Provider’s side of the Operations Demarcation Point, the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for each City Site will be operated and maintained by or for Provider at its sole cost and expense including the monitoring and maintenance of the valves, meters, piping, controls and other equipment used to determine the quantity of Thermal Energy utilized by each City Site. The Provider may retain a third party as its agent with sufficient operations experience and technical expertise in the maintenance of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment to conduct System Operations. “System Operations” means all actions, including monitoring and maintaining the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment, necessary for Provider to fulfill its obligations under this Agreement. City shall have no obligation for maintenance, repair, or replacement of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for each City Site on the Provider’s side of the Operations Demarcation Point.

5.2 Malfunctions, Emergencies and Unscheduled Outages.

(a) The City and Provider each shall use reasonable efforts to notify the other as soon as practically possible within twenty-four (24) hours following their discovery of any material malfunction in the operation of the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment that affects the City Sites. Provider and the City shall each appoint personnel and establish procedures such that each Party may use reasonable efforts to provide notice of such conditions requiring Provider’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Except as set forth in Section 5.02(c), the City shall not be required to make any Thermal Energy Payments to Provider while a material malfunction in the operation of the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment exists that affects the City Sites.

- (b) Provider and the City each shall each use reasonable efforts to notify the other Party upon the discovery of an emergency condition associated with the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment that affects the City Sites.

### 5.3 Metering.

- (a) Maintenance and Testing. Provider shall install, maintain and/or replace, at Provider's expense, industry standard Thermal Energy meter(s) that will accurately measure and report in real time the Thermal Energy provided by Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment. Upon City's written request, Provider shall furnish a copy of all technical specifications and accuracy calibrations for the meter(s). The meter(s) will be connected to an internet or intranet connection so that the Provider may remotely monitor the Thermal Energy from time to time. Provider shall test the meter(s) in compliance with the manufacturer's recommendations.
  
- (b) Adjustments; Right to Audit. If testing of the metering equipment installed pursuant to Section 5.3(a) indicates that such equipment is in error by more than two percent (2%), then Provider shall promptly repair or replace such meter. Once per calendar year (or more frequently, if persistent errors are discovered), Provider shall test the meter(s) at its sole and absolute cost and report the finding to the City. The City shall have the right to audit all such meter data upon reasonable notice, and any such audit shall be at the City's sole cost. The City shall have a right of access to the meter(s) at reasonable times and with reasonable prior notice for the purposes of verifying readings and calibrations. If, however, any meter test is not accurate to within two percent (2%), then Provider shall promptly pay all costs for the meter test (if paid for by the City). If any testing of the meter indicates that the meter is in error by more than two percent (2%), then Provider shall promptly repair or replace the meter. Provider shall make a corresponding adjustment to the records of the amount of Thermal Energy provided based on such test results for (in) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if such period cannot be so determined, then a period equal to one-half of the period from the later of the date of the last previous test confirming accurate metering or the date the meter was placed into service, but not to exceed one (1) year.

## 6. LICENSE & ACCESS RIGHTS

- 6.1 License: The City, for and in consideration of the covenants and agreements on the part of Provider contained in this Agreement, does hereby grant unto Provider subject to all applicable terms and conditions specified in this Agreement, a non-

exclusive license: (a) to install, operate, maintain, improve, replace and remove the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment at the City Sites, and such other activities that are ancillary and related to such purpose or necessary for Provider's performance of its obligations under this Agreement; and (b) to access, use and occupy portions of the City Sites from time to time as are reasonably necessary or appropriate for Provider to provide the City with Thermal Energy generated by the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment under the terms of this Agreement and to install, operate, maintain, improve, replace and remove the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment. Access Rights granted pursuant to this license include, without limitation:

- (a) The right to adequate space on the City Sites during the Installation Period for Provider's installation of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment, including reasonable staging and lay down areas.
- (b) The right to reasonable vehicular and pedestrian access to City Sites, including ingress and egress of multiple commercial motor vehicles and machinery. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the City Sites.
- (c) The right to locate transmission lines and communication cables across the City Sites.
- (d) The right to storage space on the City Sites or convenient to the City Sites for materials, machinery and tools used during construction, installation, and maintenance of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

6.2 BECAUSE A PORTION OF THE THERMAL LOOP, THE INTERCONNECTION EQUIPMENT AND THE THERMAL EXCHANGE EQUIPMENT MAY BE LOCATED ON CITY SITES, THE PARTIES ACKNOWLEDGE THAT THE CITY MAY HAVE ACCESS TO THE THERMAL LOOP, THE INTERCONNECTION EQUIPMENT OR THE THERMAL EXCHANGE EQUIPMENT FOR MAINTENANCE OF THE CITY'S PROPERTY FOR SAFETY, SECURITY, AND EMERGENCY PURPOSES. THE CITY SHALL TAKE ALL REASONABLE ACTIONS TO ENSURE THAT THE OPERATION OF THE THERMAL LOOP, THE INTERCONNECTION EQUIPMENT OR THE THERMAL EXCHANGE EQUIPMENT IS NOT DISRUPTED WHEN THE CITY ACCESSES THE CITY SITES.

6.3 Provider shall take good care of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment, conduct all required maintenance and make all repairs thereto and shall maintain and keep the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment in first class order, repair and condition.

7. DELIVERY OF THERMAL ENERGY.

7.1 Purchase Requirement. Except for scheduled outages, Provider shall at all times produce and deliver Thermal Energy to the City Sites. The City shall accept only the amount of Thermal Energy necessary to satisfy the load of the City's Sites to which the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment is interconnected. Neither Party may claim that by this Agreement Provider is a utility subject to regulation by a federal or state agency or subject to regulated rates. Provider is not, and shall not claim, to be providing regulated utility services to City.

7.2 Title to Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment. Throughout the duration of this Agreement, subject to Sections 16 hereof, Provider shall be the legal and beneficial owner of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment at all times and shall not be deemed, attached to or a part of, or fixture to, the City Sites. The Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment shall at all times retain the legal status of personal property as defined under Article 9 of the United States Uniform Commercial Code. The City covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the City Sites on notice of the ownership of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment and the legal status or classification as personal property.

7.3 All Renewable Energy Benefits, to the extent such Renewable Energy Benefit exist and are applicable, shall be owned by Provider. Any revenue generated from the sale of Renewable Energy Benefits by Provider shall be owned and retained by Provider. For purposes of this Agreement, "Renewable Energy Benefits" shall include, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, any and all cash payments in lieu of tax credits, production tax credits, emissions allowances, green tags, white tags and tradable renewable credits.

8. PRICE AND PAYMENT.

8.1 Thermal Energy Payments. Provider shall charge the City, and the City shall pay to Provider, a monthly payment (the "Thermal Energy Payment") for the total amount of Thermal Energy delivered by Provider to the City Sites during each

calendar month of the Term and the Reserved Capacity for each Site. The Thermal Energy Payment shall be calculated as follows:

(1) The City shall pay a monthly Service Charge which will be calculated by multiplying the amount of Thermal Energy consumed by each City Site (MMBTUs) by the Provider's Supply Charge (\$/MMBTU) (SeCh=TE X SuCh).

a. The Supply Charge shall include all prorated fuel and utility related expenses incurred by Provider in generating and delivering the Thermal Energy to the City Site for that month.

(2) The City shall pay Provider a Capacity Charge. The Capacity Charge shall be calculated as multiplying the Reserved Capacity amount (MMBTUs) by the Reserved Capacity Charge. (CC=RC X RCC)

(a) The Reserved Capacity Charge includes two components.

(1) Capacity Expense Charge includes administrative, operations, maintenance, insurance, permits, emission fees, utility fixed charges, fuel storage costs, service contracts, consultants, and other energy related expenses and

(2) Capital Recovery Charge includes costs related to debt service and profit as attributable to Provider being able to generate and deliver Thermal Energy to the City Site for that month.

The Reserved Capacity Charge will be based upon the nameplate capacity of the existing equipment at each City Site used to provide Thermal Energy and will be agreed to by the City so long as a positive CES Tracking Account is maintained for each City Site.

8.2. Incremental Customers. It is anticipated that Provider and the City will work to defray the per unit fixed costs of capital recovery, operation and maintenance of the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment by actively seeking additional Bridgeport customers for the Thermal Loop output.

(a) In the event incremental customers are added to the Thermal Loop, the Capacity Charge cited in this Agreement shall be reduced proportionally.

8.3 Adjustments to Thermal Energy Payment

(a) Capacity Expense Charge: The Capacity Expense Charge will not be adjusted except due to a change in the administrative, operations, maintenance,

regulatory and environmental. costs for the Thermal Loop, which costs shall be adjusted annually based upon the annual change from the prior year in the CPI-W for "All Items" for the NY-Northern NJ, Long Island, NY\_NJ\_CT\_PA regional index

(b) **Capital Recovery Charge:** The Capital Recovery Charge shall be adjusted if the City and the Provider mutually agree that capital investment is required by the Provider for the benefit of the City for efficiency, capacity, safety, environmental, regulatory or other mutually agreed upon reasons.

(c) **Service Charge:** The Service Charge shall be adjusted based upon fuel costs.

#### 8.4 **Cost Savings Guarantee.**

(a) On an ongoing basis, Provider shall keep a record of the City's Cumulative Energy Savings over the term of the Agreement (the "CES Tracking Account"). The Cumulative Energy Savings shall be calculated based on the original base line expenses and ongoing tariffed or contract rates that would have been paid, in the aggregate, by the City for the purchase of natural gas, oil or electricity, for all of the City Sites as compared to the actual Energy Payments made to Provider. In a Term year that the City has positive Energy Savings, such amount shall be added to the CES Tracking Account. In a Term year that the City has negative Energy Savings, such amount shall be deducted from the CES Tracking Account. At the end of any Term year, if the CES Tracking Account is negative, Provider and the City shall negotiate in good faith an amendment to the Agreement to eliminate the negative balance of the CES Tracking Account. If Provider and the City are unable to reach a mutually agreeable amendment to the Agreement after 180 days, the City shall have a 180 day option to terminate the Agreement.

8.5 **Payment.** Provider shall invoice the City on the fifteenth (15<sup>th</sup>) day of each Monthly Period (or the subsequent Business Day of such Monthly Period if the fifteenth is not a Business Day) (each, a "Monthly Invoice Date"), commencing on the first Monthly Invoice Date to occur after the Completion Date, for the Thermal Energy Payment in respect of the prior Monthly Period. The first invoice shall be issued following the first full Monthly Period after the Completion Date and include all Thermal Energy delivered to the City Sites production that occurred prior to the initial Monthly Invoice Date. The last invoice shall be pro-rated, as necessary to include all Thermal Energy delivered to the City Sites only through the Expiration Date of this Agreement.

8.6 **Time of Payment.** The City shall pay all undisputed amounts due hereunder within thirty (30) days after receiving an invoice.

8.7 **Payment Instructions.** The City shall make all payments under this Agreement with immediately available funds to the account designated by Provider. All

undisputed payments that are not paid when due shall bear interest accruing from the date thirty (30) days after the City received an invoice until paid in full at a rate equal to the Default Rate. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

- 8.8 Disputed Payments. The Parties shall attempt to resolve any Dispute regarding payments under this Agreement amicably. If the Parties cannot resolve the Dispute within thirty (30) days, either Party may submit the Dispute to arbitration in accordance with Article 15; provided that, during the time a Dispute is pending, the disputing Party shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. No Party may withhold, deduct or set-off against amounts or credits any undisputed amounts owed by such Party to the other Party during the time that a Dispute is pending.

9. GENERAL COVENANTS.

- 9.1 City's Covenants. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City represents and covenants to the following:
- (a) Access. The City shall use reasonable efforts to limit access to Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment to authorized personnel of Provider and the City.
  - (b) Security. The City shall throughout the Term of this Agreement maintain security procedures for the City Sites as are currently in place as of the date of this Agreement.
  - (c) Notice of Damage. The City shall use reasonable efforts to promptly notify Provider of any matters it is aware of pertaining to any damage to or loss of the use of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment.
  - (d) Liens. The City shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, lien (including mechanics', labor or materialman's liens), security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment or any interest therein. If the City breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys'

fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

- (e) Access to City Sites, Grant of License. Commencing on the Contract Date and continuing throughout the Term of this Agreement, the City also hereby grants to Provider, together with its employees, representatives, agents and contractors, for a period co-terminus with this Agreement, a non-exclusive license and right-of-way to access all portions of the City Sites reasonably necessary for fulfilling its obligations hereunder contemplated by this Agreement (subject to the City's reasonable rules, regulations, restrictions and limitations on time periods), including, without limitation, for the delivery, installation, operation, maintenance, repair and removal of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment.

Provider shall utilize the rights granted hereunder in a manner that does not interfere in any material manner with the City and the use of the City Sites by the City, the City's guests, and invitees, tenants, licensees or other visitors. The City and its authorized representatives shall at all times have access to and the right to observe the Construction Work or removal but shall not interfere or handle any equipment during the Installation Period without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 5.2, the City shall be permitted to take those actions necessary to prevent injury as specified in Section 14.1(c).

- (f) Temporary storage space during installation or removal. The City shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles reasonably necessary during the Installation Period or removal, and access for rigging and material handling. The City shall provide Provider a reasonable area for construction laydown. Such temporary storage shall be subject to the City's reasonable rules, regulations, restrictions, relocation rights and time period limitations.

9.2 Provider's Covenants. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider represents and covenants to the following:

- (a) Consents and Approvals. Provider shall identify all permits, licenses, authorizations and approvals necessary for the installation and operation of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment (collectively "Approvals"). All required Approvals for the installation and operation of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment shall, to the extent



allowable by Applicable Laws, be secured by Provider in its own name. The City shall use reasonable commercial efforts, at no material cost or expense to the City, to cooperate with Provider in obtaining all required Approvals for the installation and operation of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment. Provider shall be responsible for paying all permitting, licensing and other fees for any approval.

- (b) Safety Regulations. Provider shall take all necessary and reasonable safety precautions to comply with all Applicable Law and this Agreement pertaining to the health and safety of persons and real and personal property. Provider shall immediately report to the City any death, lost time injury, or property damage to the City's property that occurs on the City Sites.
- (c) Security. Provider shall throughout the Term of this Agreement maintain security procedures for the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment which shall, at a minimum, include the erection of adequate fencing and other security measures reasonable necessary to prevent unauthorized access to the portion of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment for which Provider is responsible.
- (d) Liens. Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the City Sites or any interest therein. Provider also shall pay promptly any taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by Provider or its agents and subcontractors on the City Sites. If Provider breaches its obligations under this Section, it shall (i) immediately notify the City in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to the City, and (iii) defend and indemnify the City against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (e) No Infringement. The Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment and Provider's services hereunder shall not infringe any third party's intellectual property or other proprietary rights.
- (f) Organizational Existence. Provider is duly organized and validly existing and in good standing in the jurisdiction of its organization

10. WARRANTIES.

10.1 Agreement Validity. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Contract Date that:

- (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (b) it has taken all requisite corporate, administrative or other action to approve the execution, delivery, and performance of this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (d) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and
- (e) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a Party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10.2 PUHCA. Provider represents and warrants on the Contract Date that it is not a "public-utility company," "electric utility company," or a "holding company," "subsidiary company" or "affiliate" or "associate company" thereof, as such terms are defined in the United States Public Utility Holding Company Act of 1935, as amended.

10.3 Requisite Standards. The Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment shall be installed with due care by qualified employees, representatives, agents or contractors of Provider and shall conform to applicable industry standards and practices and Applicable Law. If Provider fails to meet any of the foregoing standards, Provider shall remedy at its own cost, any errors and omissions that are caused by Provider's failure, or those of its representatives, agents or contractors, to comply with the above standard.

## 11. TAXES AND GOVERNMENTAL FEES.

- 11.1 City Obligations. All Thermal Energy Payments and other charges by Provider set forth in this Agreement are inclusive of sales and use taxes.
- 11.2 Provider Obligations. Subject to Section 11.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment. If the City is assessed any taxes or fees related to the existence of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment on the City Sites, City shall immediately notify Provider and the City and Provider shall cooperate in contesting such assessment. Provider shall not be obligated for any taxes payable by or assessed against the City based on or related to the City's overall income or revenues.

12. FORCE MAJEURE EVENTS.

- 12.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of reasonable due diligence (including the expenditure of reasonable sums of money).
- 12.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach or default of this Agreement or liable for any failure to comply with terms of this Agreement (other than the failure to pay amounts due hereunder) to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 12 shall use reasonable efforts to immediately notify the other Party in writing of the existence of the Force Majeure Event and exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event. If Provider claims a Force Majeure Event has occurred and requests relief from its obligations under this Agreement, the obligation of the City to make a Thermal Energy Payment to Provider on any Monthly Payment Date shall be suspended until Provider resumes performance of its obligations under this Agreement. Upon cessation of the Force Majeure Event, the Party claiming the Force Majeure Event shall notify the other Party in writing of the cessation or termination of said Force Majeure Event, resume performance of its obligations hereunder as soon as practicable thereafter, at which time all suspended Thermal Energy Payments from the City to the Provider if the City has claimed a Force Majeure shall become immediately due and payable. The City shall not be excused under any circumstances from making payments due and paying any unpaid amounts in respect of Thermal Energy delivered to the City prior to the Force Majeure Event performance interruption.

13. TERMINATION RIGHTS UPON EMINENT DOMAIN EVENT.

If at any time during the Term all or any material portion of the City Sites shall be taken by eminent domain, either party shall have the right to terminate this Agreement upon receiving written notice of such eminent domain taking, and each Party shall be entitled to separately pursue an award for its respective property interest appropriated as well as any damages suffered thereby, and each Party hereby waives any right to any award that may be prosecuted by the other Party, except that Provider shall be entitled to a pro rata share thereof if the City's award includes compensation for the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment.

14. DEFAULT.

14.1 Provider Defaults and City Remedies.

- (a) Provider Defaults. The following events shall constitute events of defaults with respect to Provider (each, a "Provider Default"):
- i. Provider shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors, except those as permitted under Article 16 herein; (D) commence a voluntary case under any bankruptcy law; (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Provider in an involuntary case under any bankruptcy law; or (G) take any corporate or other action for the purpose of effecting any of the foregoing;
  - ii. a proceeding or case shall be commenced without the application or consent of Provider in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, or liquidator of Provider under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days; and
  - iii. Provider breaches any material term of this Agreement and (A) if such breach can be cured within thirty (30) days after the City's

notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; provided that the Provider provides the City with notice of the expected time it will take to cure the breach and such timeframe is not greater than ninety (90) days

(b) City's Remedies.

- i. If a Provider Default described in Section 14.1(a)(i) or 14.1(a)(ii) has occurred, City may terminate this Agreement upon fifteen (15) days' prior written notice to Provider;
- ii. If a Provider Default described in Section 14.1(a)(iii) has occurred and is continuing, the City may terminate this Agreement immediately upon the expiration of the respective grace periods set forth in such provision;
- iii. If a Provider Default described in Section 14.1(a) has occurred and is continuing, the City may exercise any other remedy it may have at law or equity or under this Agreement; and
- iv. City hereby expressly agrees that each of its remedies under Section 14.1(b) of this Agreement is subject to Lender's cure rights, to the extent applicable, under Section 16.3(b).

(c) Actions to Prevent Injury. If any Provider Default creates an imminent risk of damage or injury to any Person or the City's property, then, in addition to any other right or remedy that the City may have, the City may (but shall not be obligated to) take such action as the City deems appropriate to prevent such damage or injury; including disconnecting and removing all or a portion of the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment.

(d) Removal of System Upon Termination of Agreement Due to Provider's Default. In the event of any such termination by the City due to Provider's default, Provider shall remove the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment from the City Sites and restore the City Sites to its original condition (other than mounting pads or other support structures and ordinary wear and tear) at Provider's cost.

14.2 City Defaults and Provider's Remedies.

(a) City Default. The following events shall constitute events of defaults with respect to the City (each, a "City Default"):

- i. The City shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors; (D) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against the City in an involuntary case under any bankruptcy law; or (F) take any governmental or other action for the purpose of effecting any of the foregoing;
- ii. a proceeding or case shall be commenced without the application or consent of the City in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or (B) the appointment of a trustee, receiver, custodian or liquidator of the City under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) or more days;
- iii. the City breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and the City fails to so cure, or (B) the City fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; provided that the City provides the Provider with notice of the expected time it will take to cure the breach and such timeframe is not greater than ninety (90) days; and
- iv. the City fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies.

- i. If a City Default described in Section 14.2(a)(i) or 14.2(a)(ii) has occurred, Provider may terminate this Agreement upon fifteen (15) days' prior written notice to the City.
- ii. If a City Default described in Section 14.2(a)(iii) or 14.2(a)(iv) has occurred and is continuing, Provider may terminate this Agreement

immediately upon the expiration of the respective grace periods set forth in such provisions and accelerate all payments expected to receive under this Agreement;

- iii. If a City Default described in Section 14.2(a) has occurred and continues beyond the expiration of grace periods thereunder, in addition to any other remedy hereunder, (A) Provider may remove the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment from the City Sites in compliance with the conditions of Section 4.2 herein and (B) Provider may exercise any other remedy it may have at law or equity under this Agreement.
- (c) Actions to Prevent Injury. If any City Default creates an imminent risk of damage or injury to any Person or any Person's property, then in any such case, in addition to any other right or remedy that Provider may have, Provider may (but shall not be obligated to) take such action as Provider deems appropriate which may include disconnecting and removing the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment, in compliance with the conditions of Section 4.2 herein, or suspending the supply of Thermal Energy to the City.

## 15. DISPUTE RESOLUTION.

- 15.1 Good-faith Negotiations. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach a compromise agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to arbitration in accordance with Section 15.2 except that if the Dispute involves an invoice and after ten (10) days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the Dispute to its satisfaction, such Party may immediately refer the matter to arbitration in accordance with Section 15.2.
- 15.2 Binding Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Section 15.1 shall be settled by binding arbitration conducted in a mutually agreed upon site, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitrator") in effect on the date that a Party gives notice of its demand for arbitration under this Section 15.2. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party, and the Parties shall select a single neutral Arbitrator with contract experience in the Thermal Energy industry and an understanding of energy systems similar to the Thermal Loop. If the Parties cannot agree on a single neutral Arbitrator within fifteen (15) Business Days after the written demand for arbitration is provided, then the Arbitrator shall

be selected by the American Arbitration Association. Each Party may then commence with and engage in discovery in connection with the arbitration as provided by Connecticut law and shall be entitled to submit expert testimony and other evidence in such arbitration proceeding. The decision of the Arbitrator shall be set forth in a written opinion of the Arbitrator and shall be binding upon Provider and the City. Any award by such Arbitrator may then be enforced by Provider or the City in a court of competent jurisdiction. Any award of the Arbitrator shall include interest from the date of any damages incurred for breach or other violation of this Agreement and from the date of the award until paid in full at the Default Rate. Provider and the City shall each bear the cost of preparing and presenting its own case; provided, however, that the Parties agree that the prevailing party in such arbitration shall be awarded its reasonable attorney's fees, expert fees, expenses and costs incurred in connection with the Dispute. The cost of the arbitration, however, including the fees and expenses of the Arbitrator, shall initially be shared equally by Provider and the City, subject to reimbursement of such arbitration costs and attorney's fees and costs to the prevailing Party. The Arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the Arbitrator, unless otherwise mutually instructed by the Parties.

- 15.3 Exceptions to Arbitration Obligation. The obligation to arbitrate shall not be binding upon any Party with respect to (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute or (c) claims permitted hereunder against third parties.

16. ASSIGNMENT.

- 16.1 Provider Assignment. Except for the provisions in Section 16.3, Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of the City; provided, however, that, without the prior consent of the City, Provider may (i) make an Assignment to an Affiliate of Provider (provided that such Assignment shall not release Provider from its obligations hereunder), (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Provider's stock or assets (provided that such Assignment shall not release Provider from its obligations hereunder), or (iii) sell, transfer, assign or pledge its interest in the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment or any monies due under this Agreement (provided that the City will not pay to a third party any monies owed hereunder without the advance written direction of Provider) (provided that such Assignment shall not release Provider from its obligations hereunder). A direct assignee from Provider of this Agreement shall assume in writing, in form and content reasonably satisfactory to the City, the due performance of all Provider's obligations under this Agreement,



including any accrued obligations at the time of the Assignment. A copy of the Assignment agreement, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution (if the assignee be a corporation) authorizing such Assignment agreement shall be sent to the City not less than ten (10) days before the Contract Date of such Assignment.

16.2 City Assignment. The City shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

16.3 Financing Accommodations. The City acknowledges that Provider may obtain financing (debt and/or equity) for the acquisition and installation of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment (the "Lender") and that Provider's obligations will be secured by, among other collateral, a pledge or collateral assignment of this Agreement or monies due from the City under this Agreement. In order to facilitate any financing, the City agrees as follows:

(a) Consent to Collateral Assignment. The City consents to the collateral assignment by Provider to Lender of this Agreement and the grant of a security interest by Provider to Lender in Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment, provided that such assignment and grant of security interest shall not relieve the Provider of its obligations hereunder.

(b) Lender's Default Rights. Notwithstanding any contrary term of this Agreement:

i. Lender, as collateral assignee, 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 also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment.

ii. Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires Lender to cure any default of Provider under this Agreement or (unless Lender has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider

under this Agreement, but the City hereby gives it the option to do so, subject to the provisions of this Agreement.

- iii. Upon the exercise of remedies under its security interest in this Agreement and the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment, including any sale thereof by Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to Lender (or any Qualified Assignee of Lender as defined below) in lieu thereof, Lender shall give notice to the City of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.
  - iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, the City shall enter into a new agreement with Lender or its Qualified Assignee having substantially the same terms and conditions as this Agreement so long as Lender or its Qualified Assignee cures any defaults existing under this Agreement as of the date of such termination or rejection and remedies any matters that ensue prior to the date of such new agreement.
  - v. For purposes of this section, a “Qualified Assignee” must be a business organization with at least five (5) years’ experience in the operation and management of energy systems sufficiently similar to the Thermal Loop.
- (c) [Reserved]
- (d) Right to Cure.
- i. The City will not exercise any right to terminate or suspend this Agreement unless it shall have given Lender prior written notice of Provider’s default under this Agreement and Lender shall not have caused to be cured the condition giving rise to such default within the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by Lender within such period(s) and Lender commences and continuously pursues cure of such default within such period(s), such period(s) for cure will be extended for a reasonable period of time under the circumstances, such period(s) not to exceed additional thirty (30) days. The Parties’ respective obligations will otherwise remain in effect during any cure period(s).

- ii. If Lender or its Assignee (including any purchaser or transferee), pursuant to an exercise of remedies by Lender shall acquire control of Provider's assets and shall, within the time periods described in Section 16.3(d)(i) above, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

17. NOTICES.

- 17.1 Notice Addresses. All notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Provider:

If to the City:

or at such other address as may be designated in writing to the other Party, provided designation in writing of said other address is received by other Party within ten (10) business days of said other address taking effect.

- 17.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by email (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 17), and shall be deemed delivered to or received by the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by email (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.
- 17.3 Notices of Default. Provided the City has been notified of the presence of a Lender, the City will deliver to Lender, concurrently with delivery thereof to Provider, a copy of each notice of default given by the City under this Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to Lender. The City will not mutually agree with Provider to terminate this Agreement without the written consent of Lender.

17.4 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by the City in Section 17.1 herein, by regular first class mail postage prepaid.

18. CONFIDENTIALITY.

18.1 Confidentiality Obligation. Except as otherwise stated herein, if either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Thermal Loop, the Interconnection Equipment or the Thermal Exchange Equipment (“Confidential Information”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information to the extent allowed by law, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement and except as required by law. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “Representatives”), and Affiliates, Lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 18.2. 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.

Notwithstanding the foregoing, the City will afford due regard to a written request from the Provider for the protection of the Provider’s proprietary and/or confidential information and the City will endeavor to keep said information confidential to the extent permitted by law, However, all materials associated with this agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, Provider shall delineate with specificity which materials provided by the Provider to the City, and in the City's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or record that the Provider believes are exempt from disclosure under

the FOIA must be specifically identified as such. Additionally, Provider shall provide the City with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of Provider that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, Provider shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon City any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by Provider that is sought pursuant to a FOIA request. Provider shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the City any liability for the disclosure of any documents or information in its possession which the City believes are required to be disclosed pursuant to the FOIA or other requirements of law.

18.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is requested by the Internal Revenue Service or other taxing authority;
- (d) is independently developed by the receiving Party;
- (e) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality; or
- (f) is required to be disclosed by the City pursuant to the Freedom of Information Act.

18.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement and the presence of the Thermal Loop, the Interconnection Equipment and the Thermal Exchange Equipment on the City Sites, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may

be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party.

- 18.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 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 any breach of the provisions of this Article. 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, but shall be in addition to all other remedies available at law or in equity.

19. INDEMNITY AND LIMITATION OF LIABILITY.

- 19.1 Provider Indemnity. Provider agrees that it shall indemnify and hold harmless the City, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "City Indemnified Parties") from and against any and all Losses incurred by the City Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's acts or omissions or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of this Agreement. Provider shall not, however, be required to reimburse or indemnify any City Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any City Indemnified Party.

Provider shall indemnify and hold harmless the City for any claims, fines, damages, and costs (including attorney's and consultant's fees) arising out of hazardous material liability to the extent Provider is responsible for such hazardous materials. This clause shall survive the termination of this Agreement and expiration of the Term.

- 19.2 City Indemnity. The City agrees that it shall indemnify and hold harmless Provider, Lender, their permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of the City's acts or omissions. The City shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

19.3 Indemnification Procedure.

- (a) Whenever any claim arises for indemnification under this Agreement, the Person who has the right to be indemnified (the “Indemnified Party”) shall notify the Person who has the indemnification obligation (the “Indemnifying Party”) in writing as soon as practicable (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Party has knowledge of the facts constituting the basis for such claim (the “Notice of Claim”). Such Notice of Claim shall specify all facts known to the Indemnified Party giving rise to such indemnification right and the amount or an assessment of the amount of the liability arising therefrom.
- (b) If the facts giving rise to any such indemnification shall involve any actual or threatened claim or demand by any third party (including an inquiry or audit by any Governmental Authority with respect to any period in whole or in part prior to the date of this Agreement) against the Indemnified Party or any possible claim or demand by the Indemnified Party against any such third party, the Indemnifying Party shall (without prejudice to the right of the Indemnified Party to participate at its expense through counsel of its own choosing) defend such claim in the name of the Indemnified Party at the Indemnifying Party’s expense and through counsel of its own choosing. The Parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend such conferences and discovery as reasonably requested in connection therewith.
- (c) Notwithstanding the Indemnifying Party’s obligation to assume and conduct the defense of a claim for indemnification with counsel of its choice, the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a claim for indemnification without the prior written consent of the Indemnified Party (not to be unreasonably withheld) unless the judgment or proposed settlement involves the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party or any acknowledgment of the validity of any claim. Until the Indemnifying Party assumes the defense of a claim of indemnification arising out of a third-party claim, the Indemnified Party may defend against the third-party claim in any manner it may deem reasonably appropriate; provided that in no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the third-party claim without the prior written consent of the Indemnifying Party (not to be unreasonably withheld).

- (d) At the time that the Indemnifying Party makes any indemnity payment under this Agreement, the indemnification payment shall be adjusted such that the indemnification payment, will result in the Indemnified Party receiving an amount equal to such indemnity payment, after taking into account (i) all national, state, and local income taxes that are actually payable by the Indemnified Party with respect to the receipt of such indemnity payment, and (ii) all national, state, and local income tax deductions allowable to the Indemnified Party for any items of loss and deduction for which the Indemnified Party is being indemnified.

19.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF REVENUE OR PROFITS RELATING TO OR ARISING OUT OF THE SERVICES BEING PROVIDED HEREUNDER, THE USE OF OR INABILITY TO USE SUCH SERVICES, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF SUCH SERVICES,. NOR SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICES AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF THE SERVICES CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: A VENDOR OR THIRD PARTY, EQUIPMENT OR FACILITY FAILURE, EQUIPMENT OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT A PARTY WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST A PARTY TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

20. INSURANCE.

- 20.1 At all times relevant to this Agreement, Provider shall maintain with a company or companies licensed or qualified to do business in the State of Connecticut, at least the following insurance coverage:
  - (a) Workers' compensation insurance in compliance with appropriate federal and State of Connecticut laws, and employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee;
  - (b) Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions or this



Agreement, with limits of not less than \$2,000,000 per occurrence and in the aggregate, \$1,000,000 products and completed operations aggregate, and \$1,000,000 personal injury and advertising injury per offense;

20.2 At all times relevant to this Agreement, the City shall maintain with a company or companies licensed or qualified to do business in the State of Connecticut, at least the following insurance coverage:

(a) Insurance coverages normally maintained by City in its normal course of business relating to workers compensation and general liability insurance.

20.02 In addition, Provider must provide the City with a bona fide list of all deductibles, retentions, or any other cost sharing agreements affecting this coverage. These deductibles, retentions, or other forms of cost sharing shall not exceed \$10,000.

20.3 Provider shall cause certified copies of all required insurance policies to be endorsed by the insurance providers for the above coverages. Evidence of the above insurance policies shall be provided on a continuous basis and on a standard ACORD form 25-S, providing not less than thirty (30) days notice of cancellation or material alteration. The insurance certificate(s) shall reflect the following changes to standard language: in the cancellation clause delete "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". All policies shall grant the City, its successors, subsidiaries, directors, officers, agents and employees a waiver of subrogation. The commercial general liability policy shall name the City, its successors, subsidiaries, directors, officers, agents and employees as an additional insured.

21. MISCELLANEOUS.

21.1 Integration; Exhibits. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement and understanding between Provider and the City with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail, and such Exhibit shall be corrected accordingly.

21.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and the City.

- 21.3 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or the City shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 21.4 Limited Effect of Waiver. The failure of Provider or the City to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 21.5 Survival. The obligations under Section 9.2 (Provider Covenant), Sections 9.1 (City Covenants), Article 11 (Taxes and Governmental Fees), Article 15 (Dispute Resolution), Article 17 (Notices), Article 18 (Confidentiality), Article 19 (Indemnity), Article 21 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- 21.6 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Connecticut without reference to any choice of law principles.
- 21.7 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.
- 21.8 Relation of the Parties. The relationship between Provider and City shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and City, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 21.9 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and the City and their respective permitted successors and assigns.
- 21.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

- 21.11 Email Delivery. This Agreement may be duly executed and delivered by a Party by execution and email delivery of the signature page of a counterpart to the other Party, and, if delivery is made by email, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.
- 21.12 Attorneys' Fees. If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and expenses, expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.
- 21.13 Third-Party Beneficiary. The City agrees that Lender is a third-party beneficiary to this Agreement with full right to enforce the provisions hereof and thereof.

**[SIGNATURE PAGE ATTACHED]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written above.

**PROVIDER:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

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**COMM. #188-14 REF'D TO MISCELLANEOUS MATTERS COMMITTEE  
ON 10/19/2015**

October 13, 2015

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

**Re: Proposed Settlement of Pending Litigation in the Matter of Eleen Shepherd v.  
Alberto Hernandez, et al**

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending lawsuit be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Eleen Shepherd	Motor Vehicle Accident	Derek Mello, Esq.	\$27,000

Kindly place this matter on the agenda for the City Council meeting on October 19, 2015 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

Cc: Bill Finch, Mayor  
Fleeta C. Hudson, City Clerk

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, CT 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS  
Gregory M. Conte  
Betsy A. Ingraham  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS  
Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers

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

**COMM. #189-14 ACCEPTED AND MADE PART OF THE RECORD**

October 2, 2015

**ON 10/19/2015**

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

Re: **SETTLEMENT OF CLAIM**  
**Milagros Castro v. Jose Vidura, et al**  
**Docket No: CV-14-6042181-S**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced matter in the amount of \$19,996.00 payable to Milagros Castro. The plaintiff claims personal injuries allegedly resulting from a motor vehicle accident involving a City of Bridgeport employee.

Pursuant to the City Council's Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my secretary, Kim laue, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

MTA/dlk

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

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October 14, 2015

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

RECEIVED  
CITY CLERK'S OFFICE  
OCT 14 P 1:03

Fleeta Hudson, City Clerk  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

**RE: Request To Add Item to City Council Meeting Agenda on  
October 19, 2015 Regarding Tax Assessment Agreement For a  
Project in an Enterprise Zone**

**Project: Thermal Loop to be Developed by NuPower to Convert  
Waste Heat From the Landfill Fuel Cell to Supply Heating and  
Cooling to Municipal and Commercial Buildings in Bridgeport**

Dear Fleeta:

At the request of David Kooris, the Director of Planning and Economic Development, please add this item to the Agenda for the October 19, 2015 City Council meeting:

This matter involves entry into a tax assessment agreement with NuPower due to the location of the project in an Enterprise Zone pursuant to the provisions of Section 32-71 Connecticut General Statutes (attached). NuPower's eligibility for a tax assessment agreement is being examined by the City's consultant, the National Development Council (NDC), which is reviewing NuPower's confidential financial information. If justified, NDC will submit its analysis and recommendation to the City Council prior to any Council action on this matter.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

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

*Ronald J. Pacacha*  
Ronald J. Pacacha,  
Associate City Attorney

Encl. Section 32-71, Connecticut General Statutes

**Resolution of the City Council**

**Seeking Approval of a Tax Assessment Agreement  
("Tax Agreement")  
Between**

**NuPower Thermal Bridgeport, LLC ("NuPower")  
And  
The City of Bridgeport ("City")**

**Concerning the Construction of a Thermal Loop ("Thermal Loop") that Will Capture  
Waste Heat From the United Illuminating Fuel Cell at the Landfill ("Fuel Cell")  
That Will Supply Heating and Cooling to Certain City Buildings  
and Other Commercial Buildings in Bridgeport**

**Whereas NuPower proposes to capture waste heat generated by the Fuel Cell at the  
Landfill and distribute it to various City buildings and other commercial buildings for the  
purpose of generating lower-cost heating and cooling through a Thermal Loop (the  
"Project");**

**Whereas the following benefits, terms and conditions will be incorporated into a tax  
assessment agreement:**

**Whereas, all capital improvements that are part of the Project will be funded by  
NuPower throughout the life of Project and the City will have no/minimal capital  
improvement needs;**

**Whereas, the Project is expected, initially, to save the City 5-10% in energy costs  
associated with heating and cooling City buildings and higher cost-savings in the future,  
including savings associated with reduced need for capital improvements to existing  
infrastructure;**

**Whereas, NuPower and the City will track the cost savings and NuPower will  
guarantee the City cumulative savings over existing fossil fuel heating and cooling costs;**

**Whereas, low-cost waste heat sources such as the heat from the Landfill fuel cell,  
combined with fixed capital costs of the pipeline system will provide the City with long-  
term stable pricing;**

**Whereas, all operation and maintenance costs of the Project are NuPower's  
responsibility;**

**Whereas, the Project is safe, simple and reliable using low-temperature hot water  
carried by thin-walled flexible pipe;**



**Whereas, the Project replaces old boiler technology with a small heat-exchanger and advanced monitoring controls;**

**Whereas, no changes will be required to the City's existing building heating and cooling systems;**

**Whereas, the Project will provide multi-layer redundancy for added resiliency of municipal services;**

**Whereas, the City will have the assurance of a long-term service agreement while retaining the ability to opt out if guaranteed savings are not met;**

**Whereas, the City will continue to retain the ability to use existing building heating and cooling systems if necessary;**

**Whereas, as the Project's customer base expands, the City will realize even further cost-savings expected to reach 10-15%;**

**Whereas, limited environmental permitting accelerates construction schedule and improves operational reliability, which will permit the City to begin realizing the savings by the middle of 2016;**

**Whereas, the Project will result in greenhouse gas reductions of 80% for buildings on system;**

**Whereas, waste heat that would otherwise be vented into the atmosphere in the Landfill area will be captured and put to productive use;**

**Whereas, the Project will create ten to twelve (10-12) full-time jobs;**

**Whereas, personal property taxes will be generated for equipment/piping under the streets that is normally not taxed at all;**

**Whereas, the Project's attractive cost structure and avoidance of HVAC capital expenses will be an incentive for new development in the downtown Bridgeport area;**

**Whereas, similar systems are used throughout Europe (Iceland is 95%; Denmark is 60%), in St. Paul, Minnesota, and in campus settings in the United States;**

**Whereas, the Project will use state-of-the-art proven Danish technology;**

**Whereas the Project is expected to begin construction in the Second Quarter of 2016;**

**Whereas, NuPower will invest approximately \$23 million - \$26 million in the build-out of the Project;**

**Whereas, Section 32-71, Connecticut General Statutes, permits the fixing of real property assessments in an enterprise zone for a period of seven (7) years with the assessments reaching 100% at the end of such period;**

**Whereas, such statute also authorizes the municipality to provide any additional tax abatements or deferrals as it deems necessary for any property located in an enterprise zone;**

**Whereas, in order to determine whether NuPower's Project qualifies for such tax relief, the City's consultant, National Development Council ("NDC"), is currently reviewing NuPower's confidential financial information that is protected from disclosure under the Connecticut Freedom of Information Act;**

**Whereas, NDC will evaluate whether and to what extent NuPower's Project may be qualified for tax relief in order for it to become a reality and will provide its analysis and recommendation to the Council for any favorable action that the Council may wish to take; and**

**Whereas, NuPower agrees that any tax relief that the Council may grant will be no greater than the tax abatement or deferral that is permitted for real property in an Enterprise Zone.**

**NOW, THEREFORE, BE IT RESOLVED:**

**THAT the City Council agrees, upon receiving a favorable analysis and recommendation from NDC that NuPower qualifies for tax relief, to enter into a tax relief agreement with NuPower as it deems appropriate and authorizes the Mayor, the Director of Planning and Economic Development, or the designee in writing of either of them to execute such agreement, take all other actions and do all other things in furtherance of and consistent with this resolution in the best interests of the City.**

**Sec. 32-71. Fixing of assessments in enterprise zones.** (a) Any municipality which has designated any area as an enterprise zone pursuant to section 32-70 shall provide, by ordinance, for the fixing of assessments on all real property in such zone which is improved during the period when such area is designated as an enterprise zone. Such fixed assessment shall be for a period of seven years from the time of such improvement and shall defer any increase in assessment attributable to such improvements according to the following schedule:

Year	Percentage of Increase	
	Deferred	
First	100	
Second	100	
Third	50	
Fourth	40	
Fifth	30	
Sixth	20	
Seventh	10	

Notwithstanding the provisions of this subsection, a municipality may negotiate the fixing of assessments on the portion of improvements, by a taxpayer, which exceed a value of eighty million dollars to real property which is to be used for commercial or retail purposes. Notwithstanding the provisions of chapter 203, no such improvements shall be subject to property taxation while such improvements are being constructed.

(b) Any fixed assessment on any residential property shall cease if: (1) For any residential rental property, any dwelling unit in such property is rented to any person whose income exceeds two hundred per cent of the median income, as determined by the United States Department of Housing and Urban Development, for the area in which the municipality containing the residential rental property is located; or (2) for any conversion condominium declared after the designation of the enterprise zone, any unit is sold to any person whose income exceeds two hundred per cent of the median income, as determined by the United States Department of Housing and Urban Development, for the area in which the municipality containing the residential rental property is located.

(c) In the event of a general revaluation by any such municipality in the year in which such improvement is completed, resulting in any increase in the assessment on such property, only that portion of the increase resulting from such improvement shall be deferred. In the event of a general revaluation in any year after the year in which such improvement is completed, such deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such property as a result of such revaluation.

(d) No improvements of any real property which qualifies as a manufacturing facility under subsection (d) of section 32-9n shall be eligible for any fixed assessment pursuant to this section.

(e) Any such municipality may provide any additional tax abatements or deferrals as it deems necessary for any property located in any such enterprise zone.

(P.A. 81-445, S. 3, 11; P.A. 82-435, S. 2, 8; P.A. 83-558, S. 1, 2; P.A. 94-241, S. 3, 4; P.A. 00-194, S. 1, 3; P.A. 09-93, S. 1; 09-234, S. 3.)

History: P.A. 81-445 effective July 1, 1982; P.A. 82-435 provided scale of fixed assessments, inserted Subsecs. (c) and (d) concerning computation of and eligibility for such fixed assessments and inserted Subsec. (e) allowing for additional tax abatements or deferrals by municipalities; P.A. 83-558 amended Subsec. (e) to remove the word "real" and thereby allow for municipal tax abatement on any property; P.A. 94-241 added provision in Subsec. (a) authorizing municipalities to negotiate fixing of assessments on portion of improvements, effective July 1, 1994; P.A. 00-194 amended Subsec. (a) to provide that improvements are not subject to property taxation while under construction, effective June 1, 2000; P.A. 09-93, effective June 2, 2009, and P.A. 09-234, effective July 9, 2009, both amended Subsec. (b) to change threshold from the median family income of the municipality to the median income for the municipality's area as determined by the United States Department of Housing and Urban Development.



CITY OF BRIDGEPORT  
**DEPARTMENT OF FINANCE**  
**MARGARET E. MORTON GOVERNMENT CENTER**  
999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone 203-576-7251 Fax 203-576-7067

ANNE KELLY - LENZ  
Finance Director

BILL FINCH

Mayor

COMM.# 191-14 Referred to Budget and Appropriations Committee on 10/19/2015

**MEMORANDUM**

TO: Fleeta Hudson, City Clerk

FROM: Anne Kelly-Lenz, Finance Director *AKL*

DATE: October 7, 2015

SUBJECT: **APPROVAL OF TAX ANTICIPATION NOTES**  
**To Pay Current Expenses and Obligations of the City**

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

AKL/mr

Enclosure:

## **CITY OF BRIDGEPORT, CONNECTICUT**

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

### **APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City**

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport (the "City Council") hereby approves the appropriation of an amount up to \$50,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City's full faith and credit (the "Notes"), in an aggregate amount up to \$50,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

**BE IT FURTHER RESOLVED**, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Notes on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Notes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or

to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Notes and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

**BE IT FURTHER RESOLVED**, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intentment of this and the foregoing resolutions.






BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF CITY PLANNING**  
**MARGARET E. MORTON GOVERNMENT CENTER**  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

DAVID M. KOORIS  
Director

TO: Honorable City Council

FROM: David Kooris 

DATE: October 14, 2015

RE: Street Discontinuance  
Portions of Hancock Avenue, Railroad Avenue, Howard Avenue

The Office of Planning and Economic Development is requesting a partial discontinuance of portions of Hancock, Railroad and Howard Avenues so as to support redevelopment of block 302 for the Cherry Street project.

The project block consists of the very visible vacant industrial buildings between I-95 and Metro-North railroad, and is bounded by Cherry Street to the south, Hancock Avenue to the west, Railroad Avenue to the north, and Howard Avenue to the east.

Zoning approvals in May, 2014 and May, 2015 permitted the project to create over 300 workforce apartments and a school, utilizing on-street parking. The Connecticut Housing Finance Agency (CHFA) requires that any and all parking associated with this redevelopment project be owned by the project, thereby requiring partial discontinuance of these streets so as to include the on-street parking within parcel boundaries.

The City is seeking to discontinue that portion of street and right-of-way encompassing the sidewalk and on-street parking along Hancock Avenue, Railroad Avenue, and Howard Avenue surrounding block 302. In addition, a public easement covering the sidewalks will ensure maintained public access on all existing and planned pedestrian facilities.

**WHEREAS**, the former industrial buildings on Block 302 have lain vacant and abandoned for several decades in a visible location between the Metro-North railroad tracks and I-95; and

**WHEREAS**, the City of Bridgeport Office of Planning and Economic Development (OPED) has attempted to work out redevelopment proposals with previous owners of these parcels; and

**WHEREAS**, the parcels on block 302 are now in a consolidated ownership by a owner with the wherewithal to complete the redevelopment project; and

**WHEREAS**, Zoning approved the redevelopment project with over 300 workforce apartments and a school on May 20, 2014 and May 26, 2015; and

**WHEREAS**, the State of Connecticut has supported this redevelopment project with a Brownfield loan; and

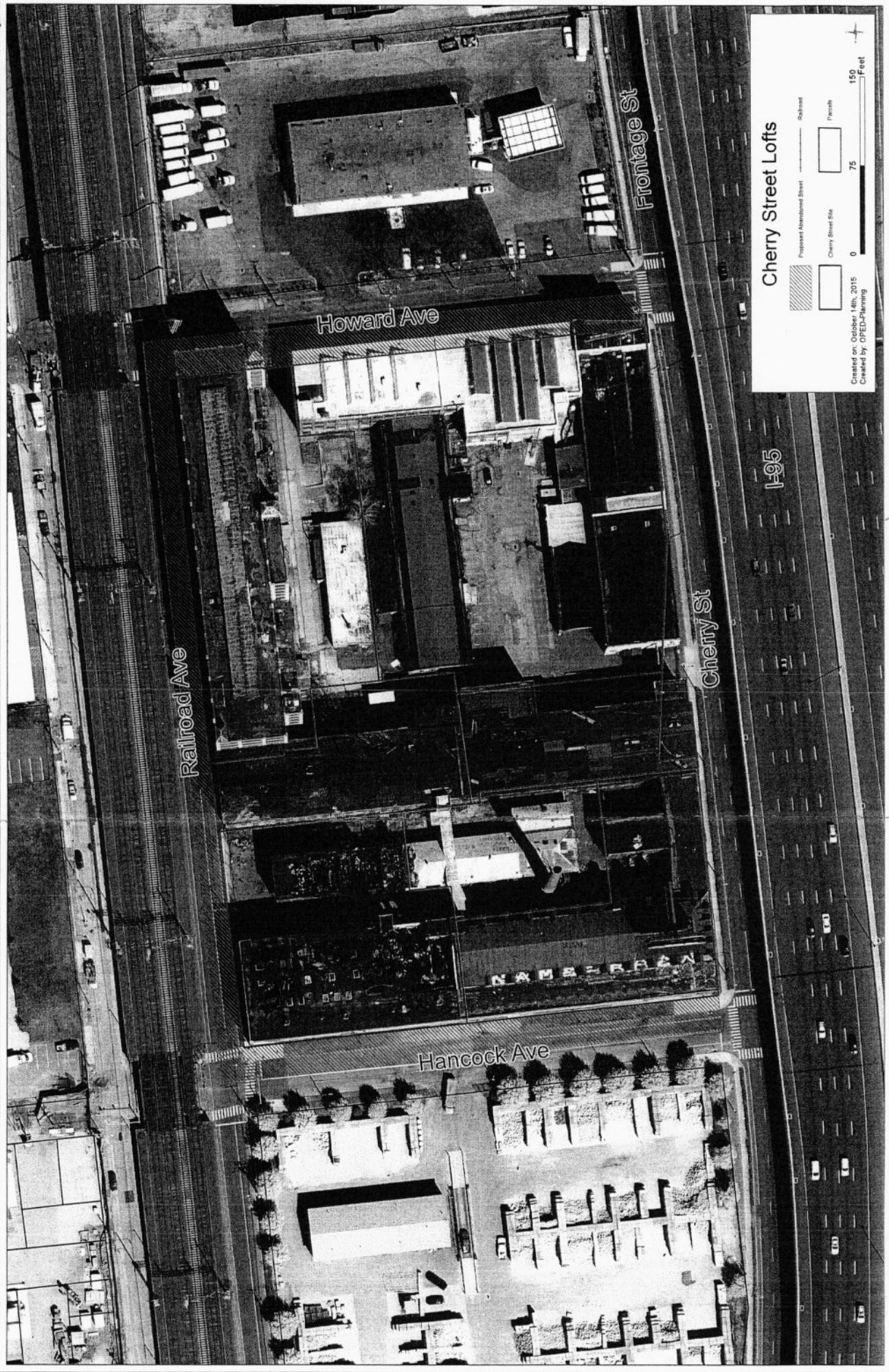
**WHEREAS**, All City site plan approvals include the utilization of on-street parking for the benefit of the project; and

**WHEREAS**, The Connecticut Housing Finance Agency (CHFA) requires that any and all parking associated with this redevelopment project be owned by the project; and

**WHEREAS**, Private ownership of the on-street parking will not adversely impact the public's utilization of these roadways for transportation purposes; and

**WHEREAS**, A public easement covering the sidewalks will ensure maintained public access on all existing and planned pedestrian facilities;

**NOW THEREFORE BE IT RESOLVED**, that the portion of street and right-of-way encompassing the sidewalk and on-street parking along Hancock Avenue, Railroad Avenue, and Howard Avenue surrounding block 302 will be discontinued.



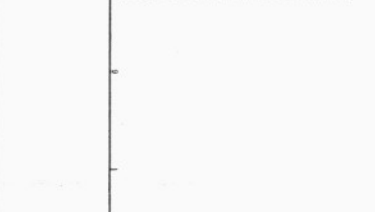
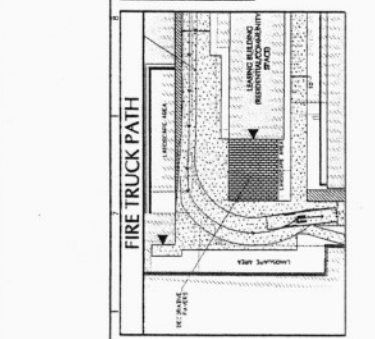
### Cherry Street Lofts

Proposed Abandoned Street  
 Railroad  
 Cherry Street Site  
 Parcel

Created on: October 14th, 2015  
 Created by: OPED-Planning

0 75 150 Feet

**GENERAL NOTES**  
 1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 IRC AND THE 2012 IBC.  
 2. THE SITE IS LOCATED IN ZONE M-1 (MEDIUM DENSITY RESIDENTIAL) PER CITY OF HOUSTON.  
 3. ACCORDING TO THE CITY OF HOUSTON, THE PROPERTY IS ZONED M-1 (MEDIUM DENSITY RESIDENTIAL) PER CITY OF HOUSTON. THE CITY OF HOUSTON HAS A MAXIMUM HEIGHT RESTRICTION OF 35 FEET. THE PROPERTY IS ZONED M-1 (MEDIUM DENSITY RESIDENTIAL) PER CITY OF HOUSTON. THE CITY OF HOUSTON HAS A MAXIMUM HEIGHT RESTRICTION OF 35 FEET.  
 4. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF HOUSTON'S CODES AND ORDINANCES.  
 5. SEE SHEET CDP-1 FOR ADDITIONAL PROJECT NOTES.  
 6. PROVIDED BY OWNER. ALL INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.  
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



**LEGEND**  
 PROPERTY LINE  
 MAILING LINE  
 CONCRETE CURB  
 EXPRESSED CURB LINE  
 EXPRESSED METAL FENCE  
 SLOTTED LINE  
 DETENTION BASIN  
 UNPAVED SURFACE / LOT  
 ACCESSIBLE SPACE

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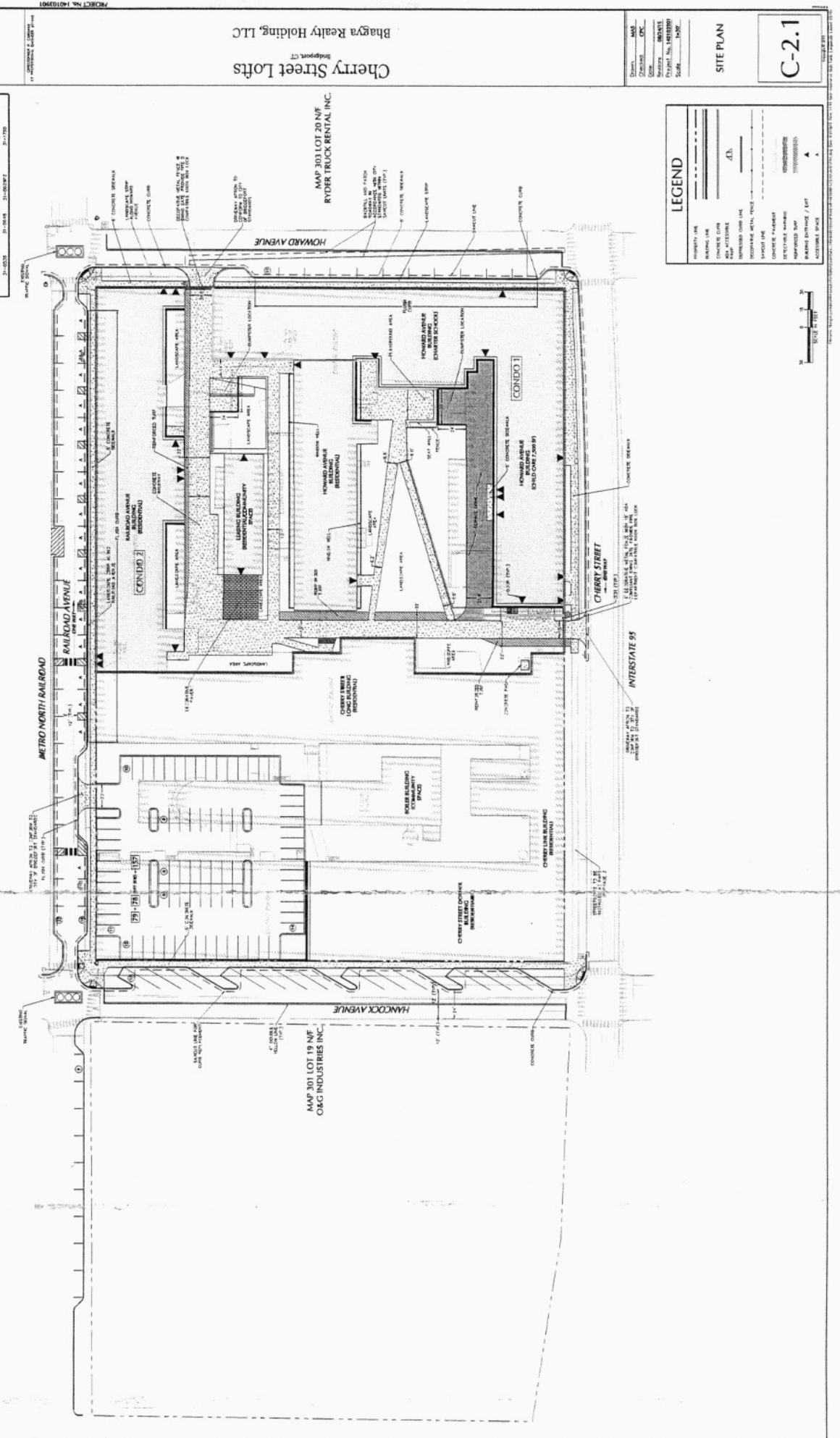
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CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

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ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers

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

COMM. #193-14 Ref'd to ECD&E Committee on 10/19/2015

Fleeta C. Hudson, City Clerk &  
Frances Ortiz, Asst. City Clerk  
Office of the City Clerk  
City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604

October 14, 2015

**Re: Proposed Citizens Advisory Committee Community Environmental Benefits  
Agreement between City of Bridgeport and PSE&G Concerning the Future of  
the BPT Coal Powered Plant**

Dear City Clerk Hudson:

Kindly place the above-referenced matter on the Monday, October 19, 2015 City Council Agenda for REFERRAL TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

This will allow for the matter to be heard by the ECDE Committee at its Tuesday, October 20<sup>th</sup> meeting. Copies of the draft agreement will be available for distribution either at the Monday Council meeting or the Tuesday ECDE meeting.

Thank you again for your assistance in this matter.

Very truly yours,

  
Mark T. Anastasi, City Attorney

Cc: Mayor Bill Finch  
Thomas McCarthy, City Council President  
Lydia Martinez, Co-Chair of ECDE Committee  
Jack Banta, Co-Chair of ECDE Committee  
Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
John Cottell, Deputy Dir. Public Facilities  
Christopher Anastasi, Sustainability Project Mgr.

RECEIVED  
CITY CLERK'S OFFICE  
2015 OCT 15 A 10:55  
ATTEST  
CITY CLERK

Item# \*155-14 Consent Calendar

Reappointment of Edwin P. Farrow (D) to the Police Commission.



**Report  
of  
Committee  
on**

Public Safety and Transportation

Submitted: October 19, 2015

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

**\*155-14 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, Reappointed to the Police Commission in the City of Bridgeport and that said Reappointment, be and hereby is, approved, ratified and confirmed.

**NAME**

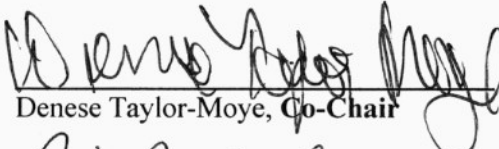
**TERM EXPIRES**

Edwin P. Farrow (D)  
357 Pearl Street  
Bridgeport, CT 06608


December 31, 2017

Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

  
Denese Taylor-Moye, Co-Chair

  
Jack O. Banta

  
Richard D. Salter, Sr.

  
Alfredo Castillo

\_\_\_\_\_  
Encida L. Martinez

\_\_\_\_\_  
Melanie Jackson

Item# \*166-14 Consent Calendar

Ensuring Children's Safety and Reducing Liability on Playgrounds.



**Report  
of  
Committee  
on**

Public Safety and Transportation

Submitted: October 19, 2015

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, Mayor*





# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

## **\*166-14 Consent Calendar**

**WHEREAS**, playgrounds are places of fun and exercise for children of all ages and ensuring their safety and reducing the liability of playgrounds is serious business as children are especially vulnerable to playground injuries because of their developing motor skills, their limited awareness of dangers, and their own need for adventure; and

**WHEREAS**, for over 200,000 children each year a visit to a playground is sadly cut short by a trip to the emergency room, for over 70,000 of these children, the injuries they sustained are severe, and tragically 17 children on average die each year in the U.S. from playground injuries; and

**WHEREAS**, according to the U.S. Consumer Product Safety Commission Handbook for Public Playground Safety installing and maintaining signage and posted warnings to improve playground safety prevents injuries, helps reduce injuries and their severity, and reduces exposure to lawsuits and liability; and

**WHEREAS**, there is currently little or no safety signage or written warnings in or around our City playgrounds to warn passing adults or the parents of other children to use caution as children are at play; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby requests the Department of Parks and Recreation develop, implement and maintain an ongoing program for the posting of adequate and appropriate signage and written warnings in all City playgrounds.

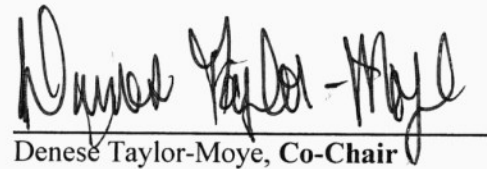


Report of Committee on Public Safety and Transportation  
**\*166-14 Consent Calendar**

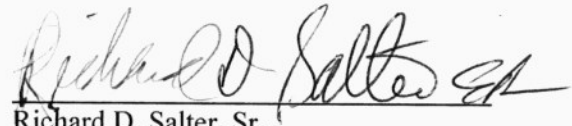
-2-

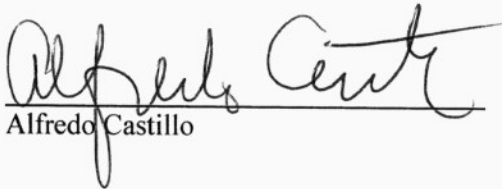
Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

  
Denese Taylor-Moye, Co-Chair

  
Jack O. Banta

  
Richard D. Salter, Sr.

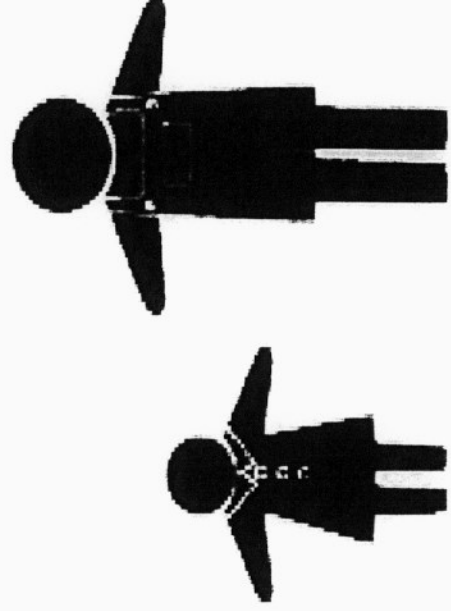
  
Alfredo Castillo

\_\_\_\_\_  
Eneida L. Martinez

\_\_\_\_\_  
Melanie Jackson

---

**PLAYGROUND EQUIPMENT  
PROVIDED HERE  
IS DESIGNED FOR  
CHILDREN AGES 2-5**



**ADULT SUPERVISION**

---



**PLAY  
GROUND**



# NOTICE

PARENT-GUARDIAN  
SERIOUS INJURIES  
MAY OCCUR, IF PLAY  
EQUIPMENT IS NOT  
USED PROPERLY,  
OR IF CHILDREN  
ARE NOT PROPERLY  
SUPERVISED.

**Item# \*171-14 Consent Calendar**

Approval of Additional Capital Project Authorization  
to the 2016-2020 Five-Year Capital Plan concerning  
the Thomas Hooker School Roof Project.



**Report  
of  
Committee  
on**

**Budget & Appropriations**

Submitted: October 19, 2015

Adopted:

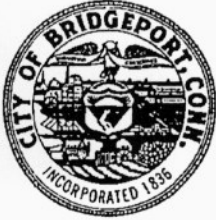


Attest:

*Fleeta C. Hudson, City Clerk*

Approved by:

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

## **\*171-14 Consent Calendar**

### **APPROVAL OF ADDITIONAL CAPITAL PROJECT AUTHORIZATION TO THE 2016-2020 CAPITAL PLAN**

**WHEREAS**, the City Council of the City of Bridgeport (the “City”) has previously adopted the City’s Five Year Capital Plan for Fiscal Years 2016-2020 (the “2016-2020 Capital Plan”); and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to add additional capital plan authorization in the amount of \$905,000, for the capital projects more particularly listed on Exhibit A attached hereto, to the City’s 2016-2020 Capital Plan (the “Projects”); and now therefore, be it

**RESOLVED**, That the City’s 2016-2020 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the Projects as set forth herein.





Report of Committee on Budget and Appropriations  
\*171-14 Consent Calendar

-2-

**RESPECTFULLY SUBMITTED  
THE COMMITTEE ON BUDGET  
AND APPROPRIATIONS**

\_\_\_\_\_  
Susan T. Brannelly, Co-Chair

*Michael J. Marella, Jr.*  
\_\_\_\_\_  
Michael J. Marella, Jr., Co-Chair

*Lydia N. Martinez*  
\_\_\_\_\_  
Lydia N. Martinez

*Amy Marie Vizzo-Paniccia*  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia

*Patricia Swain*  
\_\_\_\_\_  
Patricia Swain

*Howard Austin, Sr.*  
\_\_\_\_\_  
Howard Austin, Sr.

*Denese Taylor-Moye*  
\_\_\_\_\_  
Denese Taylor-Moye

City Council Date: October 19, 2015

**Exhibit A**

**Additional Capital Projects**

<b><u>Project Description</u></b>	<b><u>Capital Plan Authorization To Date</u></b>	<b><u>Additional 2016-2020 Capital Plan Authorization</u></b>	<b><u>Total Amended Capital Plan Authorization</u></b>
<i>Board of Education</i>			
Thomas Hooker School Roof	\$0	\$905,000	\$905,000

**Item# \*172-14 Consent Calendar**

Approval of General Obligation Bonds – To Fund  
Certain Capital Improvement Project re: Thomas  
Hooker School Roof Capital Project.



**Report  
of  
Committee  
on**

**Budget & Appropriations**

Submitted: October 19, 2015

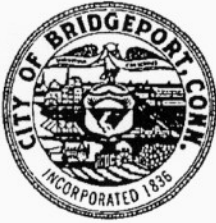
Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

**\*172-14 Consent Calendar**

## **APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Project**

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has previously added the capital plan authorizations in the amount of \$905,000 for the capital projects more particularly listed on Exhibit A attached hereto (the "Thomas Hooker Roof Capital Project") to the City's Five Year Capital Plan for Fiscal Year 2016-2020 (the "2016-2020 Capital Plan"); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against said 2016-2020 Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the Thomas Hooker School Roof Capital Project in the amount of \$905,000 (the "Project") as more particularly listed on Exhibit A attached hereto; and now therefore, be it

**RESOLVED**, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) additionally fund the Project in a principal amount not to exceed \$905,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$905,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Project; and (ii) finance such additional costs and expenses, in an amount not to exceed \$100,000 as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further



Report of Committee on Budget and Appropriations  
\*172-14 Consent Calendar

-2-

**RESOLVED**, The Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

**RESOLVED**, That the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

**RESOLVED**, That the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further



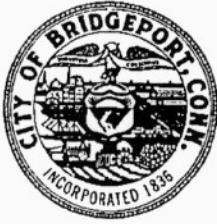
Report of Committee on Budget and Appropriations  
\*172-14 Consent Calendar

-3-

**RESOLVED**, That the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Bonds and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and be it further



Report of Committee on Budget and Appropriations  
\*172-14 Consent Calendar

-4-

**RESOLVED**, That the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds to other City projects authorized for bonding, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

**RESOLVED**, That the Officials are hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the Project, and to take all action necessary or proper in connection therewith.

**RESPECTFULLY SUBMITTED  
THE COMMITTEE ON BUDGET  
AND APPROPRIATIONS**

\_\_\_\_\_  
Susan T. Brannelly, Co-Chair

\_\_\_\_\_  
Michael J. Marella, Jr., Co-Chair

\_\_\_\_\_  
Lydia N. Martinez

\_\_\_\_\_  
Amy Marie Vizzo-Paniceia

\_\_\_\_\_  
Patricia Swain

\_\_\_\_\_  
Howard Austin, Sr.

\_\_\_\_\_  
Denese Taylor-Moye

City Council Date: October 19, 2015

**Exhibit A**

<b><u>Project Description</u></b>	<b><u>Pending Authorization</u></b>
<i>Board of Education</i>	
Thomas Hooker School Roof Capital Project	<b><u>\$905,000</u></b>
<b>TOTAL</b>	<b><u>\$905,000</u></b>



Item# \*153-14 Consent Calendar  
Professional Services Agreement with CivicMoxie,  
LLC for a Waterfront Plan.



**Report  
of  
Committee  
on  
Contracts**

Submitted: October 19, 2015

Adopted: \_\_\_\_\_

Attest: *Fleeta C. Hudson*  
**Fleeta C. Hudson, City Clerk**

Approved by: \_\_\_\_\_  
**Bill Finch, Mayor**



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**\*153-14 Consent Calendar**

**RESOLVED**, That the attached Professional Services Agreement from CivicMoxie, LLC for a Waterfront Plan be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
*Howard Austin Sr., Co-Chair*

\_\_\_\_\_  
*Milva I. Feliciano, Co-Chair*

\_\_\_\_\_  
*Susan T. Brannelly*

\_\_\_\_\_  
*James Holloway*

\_\_\_\_\_  
*Richard D. Salter, Sr.*

\_\_\_\_\_  
*Alfredo Castillo*

\_\_\_\_\_  
*Melanie Jackson*

**PROFESSIONAL SERVICES AGREEMENT**  
*(Waterfront Plan)*

**THIS AGREEMENT** between the parties dated the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Agreement") is hereby entered into between **CivicMoxie, LLC**, a limited liability company organized and existing under the laws of the State of Massachusetts with offices at One Holden Street, Suite 218, Brookline, MA 02445 (the "**Consultant**") and **the City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS, the City has a comprehensive City Master Plan of Conservation and Development with a focus on the City as a whole; and

WHEREAS, the City's Master Plan does not focus specifically on or with specificity on the City's waterfront, consisting of a large variety of rivers, streams, harbor, and the Long Island Sound; and

WHEREAS, the City desires to realize the full value of the vast benefits of its waterfront; and

WHEREAS, the City requires the expertise of waterfront planners to create a waterfront plan for the City, specifically identifying the best and most appropriate uses, development, and access to those varying waterfronts; and

WHEREAS, the Consultant agrees to commence its services to create a comprehensive waterfront plan for the City (and perform the same in accordance with this Agreement.

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 create a comprehensive waterfront plan for the City as more fully set forth and described in the statement of work attached hereto and made a part hereof as Exhibit A (the "**Services**" or "**Project**").

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the Services are completed, 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. Notwithstanding the foregoing, the Services shall be completed by (being left blank until execution) and in accordance with the schedule set forth in Exhibit B, attached hereto and made a part hereof, time being of the essence.

Notwithstanding the foregoing, Consultant is expected to and is authorized to perform some preliminary services prior to the execution of this Contract consisting of preparation for and attendance at a kickoff meeting(s) to occur on August 19 & 20, 2015 consisting of meetings, site visits, interview, focus groups, and data collection ("Preliminary Services") which shall be included in the Phase A invoice contemplated in Paragraph 4(b) herein.

3. Record of Activities. The Consultant shall maintain contemporaneous records of time devoted and tasks performed in sufficient detail as may be requested by the City, which records shall be submitted to the City monthly during the Term. Unless otherwise stated, all work schedules and assigned team members as set forth herein shall be considered a material part of this Agreement. Assigned team members shall not be substituted or replaced absent the prior consent of the City, which consent shall not be unreasonably withheld.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from City bond funds. To the extent that the City chooses to utilize other funding for this Project, Consultant will be afforded the opportunity to review and to agree to abide by the terms and conditions of the funding agreement, if any. Should the Consultant not agree, either party may terminate this Agreement in accordance with the terms herein.

(b) Payment. The Services are to be performed in Phases. The Consultant will invoice the City upon the completion Phase A, Phase B, Phase D, Phase E, Phase F, and Phase G, for a total not to exceed sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars as more particularly set forth in Exhibit B attached hereto and made a part hereof. The City will review invoices in a timely manner and notify the Consultant of any invoice deemed 'incomplete' within ten (10) business days of its receipt of the same. The City shall pay for each Phase invoiced in accordance with Exhibit B within 45 days of receipt of a complete invoice.

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.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than the Services and a comprehensive waterfront plan for the City. Nevertheless, any copyrightable works, ideas, discoveries, inventions, patents, trademarks, products, materials or other information (the "Work Product") produced in whole or in part by Consultant (including any employee, consultant, agent, representative, member, manager or affiliate of CivicMoxie) in connection with the performance of Consultant's obligations under this Agreement shall remain the exclusive property of Consultant. Consultant does not assign ownership of any work

Product created during the term of the Agreement or proprietary rights existing by it prior to or during this Agreement to the City. The City, is however, hereby granted a non-transferable right and license to use, reproduce, display, and distribute all such Consultant materials prepared for use with the Project, provided attribution for such material is given to Consultant or its affiliates (as designated by Consultant) and the material is marked as property of Consultant or such affiliate, as the case may be.

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, including 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. City Responsibilities. The City will provide the Consultant with existing documents reasonably within its possession or reasonably accessible by it to assist the Consultant in the performance of its Services subject to Paragraph 7 above, which may include and are not necessarily limited to planning studies, master plans, GIS data layers, demographic information, key development projects, brownfield sites, and parcel data.

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 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 schedule as set forth in Exhibit C.

(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 treaties, laws, codes, rules, regulations, 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 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 in law or equity and to a purchaser of goods under the Uniform Commercial Code.

b) Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER 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 of 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:

Office of the City Attorney  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

If to the Consultant, at the address first written 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) Either party may terminate this Agreement for convenience upon thirty (30) days written notice to the other party.

(c) Notwithstanding the foregoing, this Agreement shall immediately terminate (unless waived by the enforcing Party in writing) if (A) any invoice is not paid within forty-five (45) days of receipt, with an additional ten (10) business days for an opportunity to cure, (B) the other party (i) files a petition in bankruptcy, (ii) becomes insolvent, or makes or seeks to make an arrangement with, or an assignment for the benefit of, creditors, (iii) applies for or consents to the appointment of a receiver or trustee, (iv) makes an assignment for the benefit of creditors, (v) becomes subject to an attachment of, execution upon, or other judicial seizure of, all or substantially all of its assets, (vi) becomes subject to involuntary proceedings under any bankruptcy or insolvency law (which proceedings are not dismissed within sixty (60) days), or (vii) discontinues its business; or (C) the other party sells substantially all of the assets of the business or the owners of such party transfers a majority of the equity securities held in such provided that a sale or transfer to an affiliate or a beneficiary of the estate of a party shall not constitute a sale and shall not be grounds for termination of this Agreement.



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, 2<sup>nd</sup> 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) **Mediation.** If either party objects to the Determination, such party may commence non-binding mediation before the American Arbitration Association ("AAA"), or similar mediation organization mutually agreed upon by City and Consultant within thirty (30) days after the date of the Determination. The City and Consultant shall jointly determine whether such mediation will be conducted in accordance with AAA mediation rules then in effect or another entity's mediation rules. Such mediation will be held in Bridgeport, Connecticut. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator's fees and expenses. Failure by either party to file for mediation within such 30-day period shall be deemed a waiver by both parties of their respective right to appeal such Determination, in which event such Determination shall be final and enforceable in any court having jurisdiction over the parties.
- (c) **Court proceedings.** Either party may proceed to resolve a dispute, after exhausting subparagraph (a) above, whether or not opting first under subsection (b) of this Paragraph in a Court of competent jurisdiction within the state of Connecticut.

- (d) **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 person or entity 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 others 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. Each party agrees to defend, indemnify and hold harmless the other, their 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 other party, including direct damage to 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. 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, 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 (12 months), broad form property damage, care, custody and control, with limitation of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

Business Automobile 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.

(b) General requirements. All policies shall include the following provisions evidenced by ACCORD certificate and endorsement:

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City 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 and endorsement delivered to the City and authorized and executed by the insurer as fully endorsed reflecting the coverage required, such certificate required to be delivered to the City.

19. Communications. All communications shall be made orally or in writing with Parag Agrawal, Director of Planning, 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 both parties.

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

(i) 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.

(j) Choice of Law. This Agreement shall be governed and construed under the laws of the State of Connecticut. Consultant expressly consents to the jurisdiction of the State and Federal Court's located in the State of Connecticut.

(k) Warranties. City acknowledges that the Services to be provided by Consultant under this Agreement are provided without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. Neither party shall be liable to such other party for any special, indirect, incidental, punitive or consequential damages whatsoever.

**IN WITNESS WHEREOF**, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, 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: \_\_\_\_\_  
Bill Finch  
Mayor  
duly-authorized

**CIVICMOXIE**

By: \_\_\_\_\_  
Name:  
Title:  
duly-authorized

## WATERFRONT PLAN RFQ – PEB579153

**Consultant:** CivicMoxie  
1 Holden Street, Suite 218  
Brookline, MA 02445

Susan Silberberg, Managing Member

### **Budget and Schedule:**

The Comprehensive Waterfront Plan is to be completed within ten (10) months.

The contract is not to exceed \$250,000, and will be billed over 6-8 payments.

The City of Bridgeport will be responsible for all costs associated with venues and refreshments.

### **Scope:**

CivicMoxie will provide several deliverables, ultimately creating a Comprehensive Waterfront Plan (Plan). The Plan will outline strategies to redevelop the city's water's edge as a place for successful businesses, recreational opportunities, residential development and tourism.

The City (OPED) will provide CivicMoxie with a variety of documents and databases to assist in research and analysis. These items include, but are not limited to: city's planning studies and master plans, GIS data layers, demographic information of city neighborhoods, key development projects, brownfield sites, and parcel data.

Upon approval of the contract, CivicMoxie and OPED together will develop a community outreach strategy and establish a Project Oversight Committee. The Project Oversight Committee will include primary stakeholders including city staff, major property owners, business owners and neighborhood organizations. CivicMoxie will conduct conference calls with OPED every other week throughout the project term, and will have 4-6 meetings with the Oversight Committee at key project milestones. The consultant will be responsible to conduct approximately 5 community outreach meetings to seek public feedback.

CivicMoxie will be responsible for establishing and maintaining a project website throughout the duration of the contract. In addition, they are also tasked with keeping minutes of all Committee and public meetings and posting them on the project website.

CivicMoxie will analyze the waterfront both comprehensively and at a district level. These waterfront districts would be identified through the planning process. The final Waterfront Plan will include the following components, with a well written narrative and compelling graphic representations.

- Existing Conditions Analysis - Comprehensive analysis of the existing conditions along the city's waterfront including, but not limited to, existing land use patterns, property ownership status and public access.

- Opportunities & Constraints Analysis – Identification of existing physical and visual features and conditions which support or hinder proper utilization of waterfront, and recommendations for improvement.
- Vision – Comprehensive vision for the entire waterfront, as well as conceptual themes for each waterfront district. Vision ideas will be depicted through sketches and design renderings.
- Land Use and Public Access Strategy – Proposed appropriate land uses and design goals for the entire city's waterfront, as well as for each waterfront district; identify key open space and development sites with proposed uses; identify key water-dependent uses; propose strategies for public to obtain visual or physical waterfront access on a temporary or permanent basis; conceptual drawings outlining possible waterfront and public access pathways and connections to waterfront districts and downtown.
- Environmental Restoration & Resiliency – identify appropriate areas for natural system restoration as well as opportunities to improve resiliency to climate change.
- Economic Development and Redevelopment Opportunities – Develop strategies to guide public investment along the waterfront through the identification of sites and businesses, both water-dependent and not, on which to focus efforts; determine opportunities for public/private partnerships in programming.
- Interactive Map – a digital map with interactive capabilities that visually depicts the land uses, findings and strategies outlined in the Plan. The intent of this interactive map is for the City to maintain it in an online forum as a tool for implementation of the Waterfront Plan.

Throughout the planning process CivicMoxie will provide OPED and the Oversight Committee with task reports intended to become sections of the Waterfront Plan. These reports will be provided at the conclusion of each task, as identified in CivicMoxie's proposed scope and schedule. These reports will outline the research and analysis of existing conditions and public input, and frame out the districts and recommendations of CivicMoxie.

A final Waterfront Plan will be provided to OPED in digital format, as well as 30 hard copies.

#### **Develop Draft Bridgeport Comprehensive Waterfront Plan**

1. Based on the public workshop and work performed, the Consultant will develop a draft of the Bridgeport Comprehensive Waterfront Plan.
2. Draft will address all items requested by City RFO and in Scope of Work.
3. The Consultant will develop draft renderings, maps and conceptual sketches to illustrate key issues and address major planning opportunities along the waterfront.
4. The Consultant will provide fifteen (15) copies of the draft vision document in color and make available to the Project Oversight Committee.
5. A copy of the draft plan will be provided in digital format by the Consultant.
6. Present draft to the City staff, Project Oversight Committee and the City Council.
7. Based upon consensus, the Consultant will incorporate the comments received and will update the draft plan document.

#### **Develop Final Bridgeport Comprehensive Waterfront Plan**

1. Based upon consensus, the Consultant will make final edits and produce the Comprehensive Waterfront Plan.
2. The Consultant will develop final renderings, maps and conceptual sketches to illustrate key issues and address major planning opportunities for the waterfront.

3. The Consultant will provide fifteen (15) copies in color and make available to the project Oversight Committee.
4. A copy of the final plan will be provided in digital format by the Consultant.
5. Present final plan document the City Staff, Project Oversight Committee and the City Council.



# CivicMoxie, LLC Bridgeport Schedule - Part 1

6/16/15 *revised for 10/26/15 contract start date*

## Phase A - Getting Started/Existing Conditions

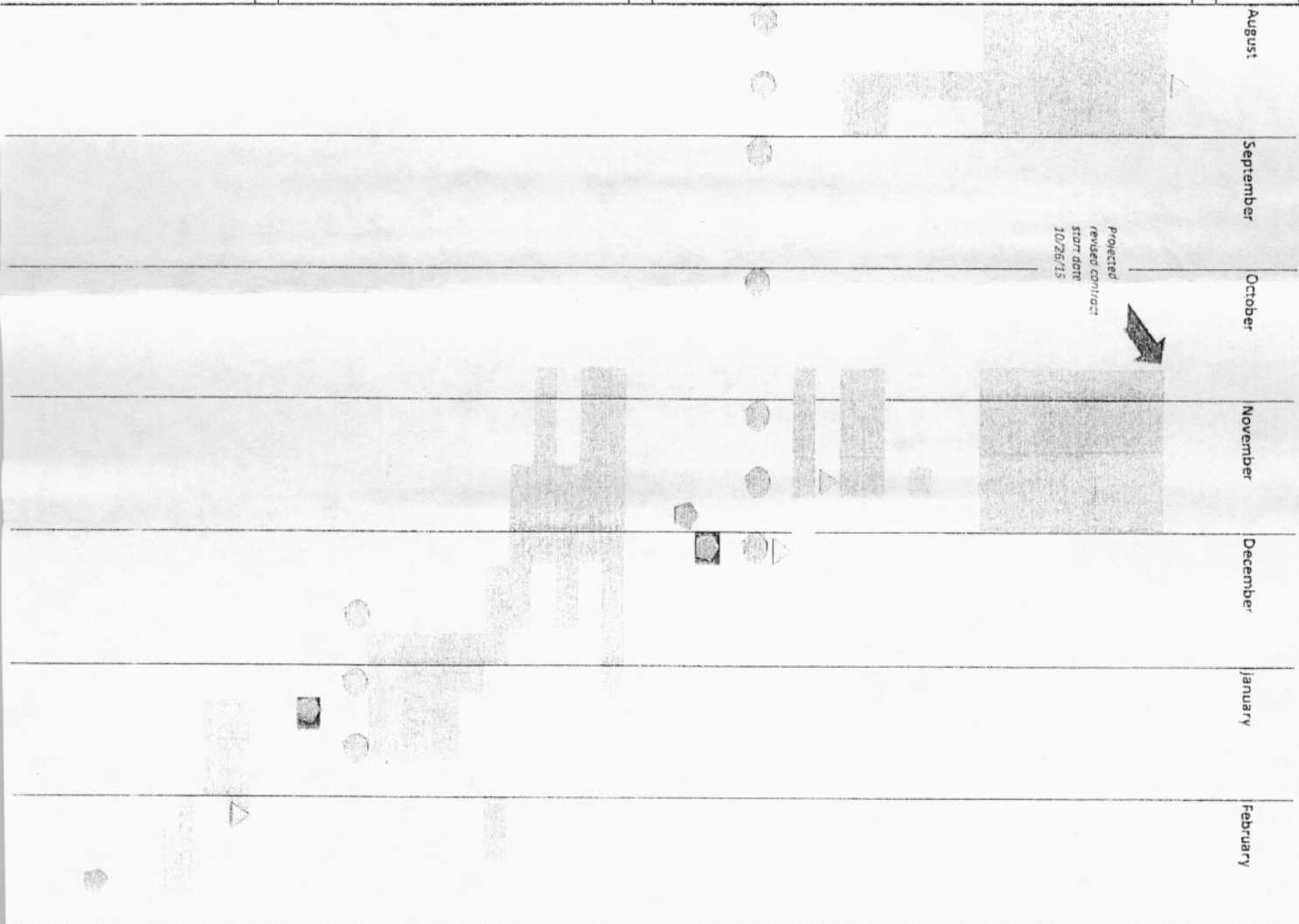
1. Team/oversight committee mtg #1: project kick-off meeting (intros, workplan, protocols, etc.)
  2. Compile and review plans, studies and maps including:
    - a. Waterfront districts, history, NRZ waterfront goals, socio-economic
    - c. Regulatory and zoning
    - d. Land use, ownership, lot size, bldg SF
    - e. Brownfield sites
    - f. Natural habitat, flood zones, etc.
    - g. Recent/current development plans and proposals
    - h. Initial info on programs and activities along the waterfront
  3. Conduct windshield survey of waterfront
    - a. Vacant/underutilized properties
    - b. Access, connections, existing public space
    - c. Existing businesses/users, water dependent uses
  4. Conduct preliminary stakeholder phone & in-person interviews (15 max)
    - a. Public officials/agencies, tourism, civic/cultural, real estate, institution/business
  5. Team/oversight committee check-in #2: review progress & outreach strategy
  6. Set up Co-Urbanize website, populate with relevant plans/data
  7. Public mtg #1 (waterfront-wide): introduce team, project, physical & opps/constraints
  8. Bi-weekly CivicMoxie/City Planning project coordination calls/website updates
- Products:**
- a. Status report #1 (PDF): existing conditions analysis & opps/constraints, including:
  - b. Powerpoint and materials for public mtg #1

## Phase B - The Market (Economic Development and Redevelopment)

1. Conduct an economic and market analysis
    - a. Identify city and regional demographic and economic trends
    - b. Interview with brokers, developer and economic developers
    - c. Collect data on inventory, absorption and prices
    - d. Review emerging and non-traditional market opportunities
    - e. Identify market opportunities related to environment/sustainability
    - f. Market analysis findings and opportunities
  2. Identify/map potential land uses and development sites including:
    - a. Opportunities and relationships/inclusive of brownfield sites
    - b. Open space opportunities
    - c. High priority sites/best development locations/placemaking opportunities
  3. Bi-weekly CivicMoxie/City Planning project coordination calls/website updates
- Products:**
- a. Status report #2 (PDF): Economic development and redevelopment opportunities

## Phase C - Environmental Restoration and Resiliency

1. Coordinate findings to date with RBD team/project
  2. Verify natural areas and sites for natural systems restoration
  3. Case studies: climate change adaptation, natural systems restor, low impact design
  4. Identify challenges and opportunities
  5. Bi-weekly CivicMoxie/City Planning project coordination calls/website updates
- Products:**
- a. Status report #3 (PDF): Environmental Restoration and Resiliency, including:
    - a. Preliminary map of natural areas and potential restoration sites
    - b. Areas of confluence and opportunities for coordination with RBD process
    - c. Summary of case study research/best practices
    - d. Summary/map highlighting challenges/oppo: development vs open space analysis



- 5. Identify water access/possible water transportation stations
  - 6. Identify preliminary themes/clusters/placemaking opportunities/early action
  - 7. Team/oversight committee check-in #3: review land use and access, strategy mtg#3
  - 8. Public mtgs #2 (districts and waterfront-wide): land use/access/dev/programming
  - 9. Bi-weekly CivicMoxie/City Planning project coordination calls/webiste updates
- Products:**
- a. Status report #4 (PDF): Land Use, Public Access, Programming, including:
  - b. Powerpoint and materials for public mtgs #2

**Phase E - Draft Vision Waterfront Plan**

- 1. Prepare a comprehensive draft vision for waterfront including:
    - a. City-wide access, continuous pathway, programming
    - b. District plans and themes
    - c. Natural areas restoration sites
    - d. Broad approach to land uses
    - e. Development sites and suggested uses
  - 2. Team/oversight committee check-in #4: Vision plan, strategy for public mtg #3
  - 3. Public mtgs #3: draft waterfront vision plan
  - 4. Present draft vision plan to City staff, oversight committee and City Council
  - 5. Bi-weekly CivicMoxie/City Planning project coordination calls/webiste updates
- Products:**
- a. Status report #5 (10 copies and PDF): Draft Vision Plan
  - b. Powerpoint and materials for public mtgs #4

**Phase f - Final Comprehensive Waterfront Plan**

- 1. Review public comments, revise vision plan as necessary
  - 2. Prepare final comprehensive waterfront plan
  - 3. Team/oversight committee check-in #5: Vision plan, strategy for public mtg #4
  - 4. Public mtgs #4: draft vision plan
  - 5. Present final vision plan to City staff, oversight committee and City Council
  - 6. Bi-weekly CivicMoxie/City Planning project coordination calls/webiste updates
- Products:**
- a. Final vision plan (10 copies and PDF)
  - b. Powerpoint and materials for public mtgs #4

**Phase G - Online Interactive Waterfront Map**

- 1. Team/oversight committee check-in #6: Concept and design of interactive map
  - 2. Design/construct online interactive waterfront plan map/webiste, including:
    - a. Map of Bridgeport highlighting plan elements
    - b. Public access points
    - c. Natural areas
    - d. Themed districts or sub-areas
    - e. Development opportunities with site characteristics and desired uses
  - 3. Bi-weekly CivicMoxie/City Planning project coordination calls/webiste updates
- Products:**
- 1. Interactive online map webiste
  - 2. Instructions for City staff maintenance of site, ongoing updates

Key:

 Status Report/Powerpoint/Report (products)

 Client/CivicMoxie meeting

 Public Maintenance and Events

**Item# \*167-14 (Ref. #154-04) Consent Calendar**

Site Agreement re: Amendment No. 1 with Sprint Spectrum Realty Company, L.P. regarding JFK Stadium.

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**Report  
of  
Committee  
on  
Contracts**

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Submitted: October 19, 2015

Adopted: \_\_\_\_\_  
Attest: *Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

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Approved by: \_\_\_\_\_  
Bill Finch, Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**\*167-14 (Ref. #154-04) Consent Calendar**

**RESOLVED**, That the attached Site Agreement with Sprint Spectrum Realty Company, L.P., regarding JFK Stadium be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
*Howard Austin Sr., Co-Chair*

\_\_\_\_\_  
*Milta I. Feliciano, Co-Chair*

\_\_\_\_\_  
*Susan T. Brannelly*

\_\_\_\_\_  
*James Holloway*

\_\_\_\_\_  
*Richard D. Salter, Sr.*

\_\_\_\_\_  
*Alfredo Castillo*

\_\_\_\_\_  
*Melanie Jackson*

**AMENDMENT NO. 1 TO SITE AGREEMENT**

This Amendment No. 1 to Site Agreement (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Site Agreement between Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P. ("**Sprint**"), and The City of Bridgeport, ("**Owner**"), dated July 19, 2005 (the "**Agreement**").

**BACKGROUND**

WHEREAS, Sprint desires to modify its installation on the Site by adding or swapping out antennas and other equipment to the Facilities, as more particularly described in Exhibit A-1 annexed hereto, and Sprint and Owner desire to modify the provisions of the Agreement as provided below.

**AGREEMENT**

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Owner and Sprint agree as follows:

1. **Modification to the Facilities.** Exhibit A to the Agreement is hereby amended to include the modifications identified on Exhibit A-1 a copy of which is attached and made a part hereof. Exhibit A-1 supplements Exhibit A to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit A or any part thereof except to the extent specifically set forth in Exhibit A-1. Upon full execution of this Amendment, Sprint is permitted to do all work necessary to prepare, maintain and alter the Site **[to installor] and** otherwise modify the Facilities, all as more fully described and contemplated in Exhibit A-1, **after redesigning the structure in accordance with the Mod Design Structural Analysis dated May 2, 2014, and following approval of the City of Bridgeport Planning & Zoning Commission and the issuance of a Building Permit(s).**

2. **Frequency Use.** Provided that any frequencies used by Sprint will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Facilities and notwithstanding anything to the contrary contained herein, Sprint may operate the Facilities at any frequencies for which it has all requisite permits, leases or licenses.

3. **Modification to Rent.** As additional consideration for the modification and other rights set forth in this Amendment, starting on the date that is 30 days after the start of construction of the modifications to the Facilities, the monthly rent will be increased by \$500.00.

4. **General Terms and Conditions.**

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*

The parties have executed this Amendment as of the Effective Date.

**Owner:**

The City of Bridgeport,

**Sprint:**

Sprint Spectrum Realty Company, L.P.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Date must be completed)**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Date must be completed)**

Exhibit A-1

[see attached]

April 2004

*Conrad N.S. / Kennedy's Edition*

SITE AGREEMENT

Site Name: Bridgeport, CT

Sprint Site ID #: B559XC922

1. **Premises and Use** The City of Bridgeport ("City"), by the authority of its Parks Commission, [Owner] leases to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), the site described below [Check all appropriate boxes]:

- Land consisting of approximately 12 x 25 square feet upon which Sprint will construct its:
  - base station equipment and  antenna support structure;
- Building interior space consisting of approximately \_\_\_\_\_ square feet for placement of base station equipment;
- Building exterior space consisting of approximately \_\_\_\_\_ square feet for placement of base station equipment;
- Building exterior space for attachment of antennas;
- Tower space between the 92 foot and 98 foot level on the tower for attachment of antennas;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A attached, together with non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint (the "Site"). The Site will be used by Sprint for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint will use the Site in a manner which will not unreasonably disturb the occupancy of City's other tenants, if any. Sprint will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the first day of the month following the date that both City and Sprint have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint provides City with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent** City acknowledges receipt of the one-time aggregate payment of [\$100.00], which is the entire rent due for the period from the Lease Commencement Date until the Rent Commencement Date. The Rent Commencement Date is defined as the earliest to occur of the following: (a) the first day of the month that is 60 days after the issuance of the Sprint building permit, or (b) the first day of the month that is 60 days after the date Sprint commences construction of the Facilities at the Site. Starting on the Rent Commencement Date and on the first day of every month thereafter, Sprint will pay rent in advance in equal monthly installments of \$, \$2,000 until increased as set forth herein. Rent for each successive five-year Renewal Term will increase by 15% over the rent in effect for the prior five-year term. Notwithstanding anything contained in this Section, Sprint's obligation to pay rent is contingent upon Sprint's receipt of a W-9 form setting forth the tax identification number of City or of the person or entity to whom rent checks are to be made payable as directed in writing by City. See Rider to the PCS Agreement.

4. **Title and Quiet Possession** City represents and warrants to Sprint and further agrees that (a) it is the City of the property of which the Site is a part; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Sprint is not in default beyond the expiration of any cure period; and (e) City will not have unsupervised access to the Site or to the Facilities.

5. **Assignment/Subletting** Sprint will have the right to sublease all or any portion of the Site or assign its rights under this Agreement without notice to or consent of Owner. See Rider to PCS Agreement.

6. **Notices** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid or when sent via overnight delivery. Notices to Sprint are to be sent to: Sprint Contracts & Performance, Mailstop KSOPHT0101-22650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a copy to: Sprint Law Department, Mailstop KSOPHT0101-22020, 6391 Sprint Parkway, Overland Park, Kansas 66251-

2020, Attn.: Sprint Real Estate Attorney. Notices to City must be sent to the address shown underneath City's signature.

7. **Improvements.** Sprint may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. City agrees to cooperate with Sprint with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Sprint may, but is not obligated to, remove the Facilities. See Rider to PCS Agreement.

8. **Compliance with Laws.** City represents and warrants to Sprint that City's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** Sprint will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint desires to add additional equipment to the Site. Likewise, City will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site.

10. **Utilities.** City represents and warrants to Sprint that all utilities adequate for Sprint's intended use of the Site are available at or near the Site. Sprint will pay for all utilities used by it at the Site. City will grant any easement(s) or other instrument(s) reasonably required by Sprint or the utility company in order to provide utility service required by Sprint for its intended use of the Site throughout the Initial Term and each Renewal Term. If there is a loss of electrical service at the Site, Sprint may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

11. **Termination.** Notwithstanding any provision contained in this Agreement, Sprint may, in Sprint's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to City.

12. **Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Subject to Section 17 hereof, City and Sprint each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

14. **Hazardous Substances.** City represents and warrants to Sprint that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint will not introduce or use any Substance on the Site in violation of any applicable law. City will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint.

15. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, City will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint from the holder of any mortgage or deed of trust.

16. **Property Taxes.** Sprint will pay property taxes that are directly attributable solely to any improvements to the Site made by Sprint.

17. **Insurance.** Sprint will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate

Owner Initials: *[Signature]*  
Sprint Initials: *[Signature]*



Site Name: Bridgeport

Sprint Site ID #: BS59XC922

of insurance to be furnished to City within 30 days after Sprint's receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

**18. Maintenance.** Sprint will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint at the Site in a proper operating and reasonably safe condition, provided, however, if any repair or maintenance is required due to the acts or omissions of City, its agents, contractors or employees, City will promptly reimburse Sprint for the reasonable costs incurred by Sprint to restore the damaged areas to the condition which existed immediately prior thereto. City will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

**19. Miscellaneous.** (a) This Agreement to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) City agrees to promptly execute and deliver to Sprint a recordable Memorandum of Agreement in the form of Exhibit B, attached; (d) this full Agreement (including the Exhibits and the Rider to PCS Agreement) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

**20. Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties

**21. Paragraphs 2, 5, and 7 of this Agreement are modified in accordance with the Rider to PCS Agreement, which is attached hereto and incorporated into this Agreement.**

The following Exhibits are also attached to and made a part of this Agreement: Exhibits A and B.

CITY:

(Insert complete City name(s))

a(n) City of Bridgeport

By: John M. Fabrizi

Name: John M. Fabrizi

Title: Mayor

Date: July 19, 2005

Taxpayer ID:

Address: 999 Broad St  
Bridgeport CT 06604

Contact Phone Number: Phillip Handy 203-576-7233

Email address:

See Addendum to Site Agreement for continuation of City signatures

SPRINT:

Sprint Spectrum L.P.

By: Peter D. Tisi

Name: Peter D. Tisi

Title: Site Delivery Specialist

Date: 6/27/05

Sprint Contracts & Performance Hotline: 800-357-7641

Revised 5/04

Attach Exhibit A - Site Description

Attach Exhibit B Memorandum of Agreement Form

April 2004

Site Name: Central H.S. - Bridgeport

Sprint Site ID #: BS59X0922

EXHIBIT A  
TO SITE AGREEMENT

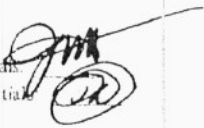
Site Description

Site located at Kennedy Stadium situated in the City of Bridgeport, County of Fairfield, State of Connecticut  
commonly described as follows:

Insert Legal Description

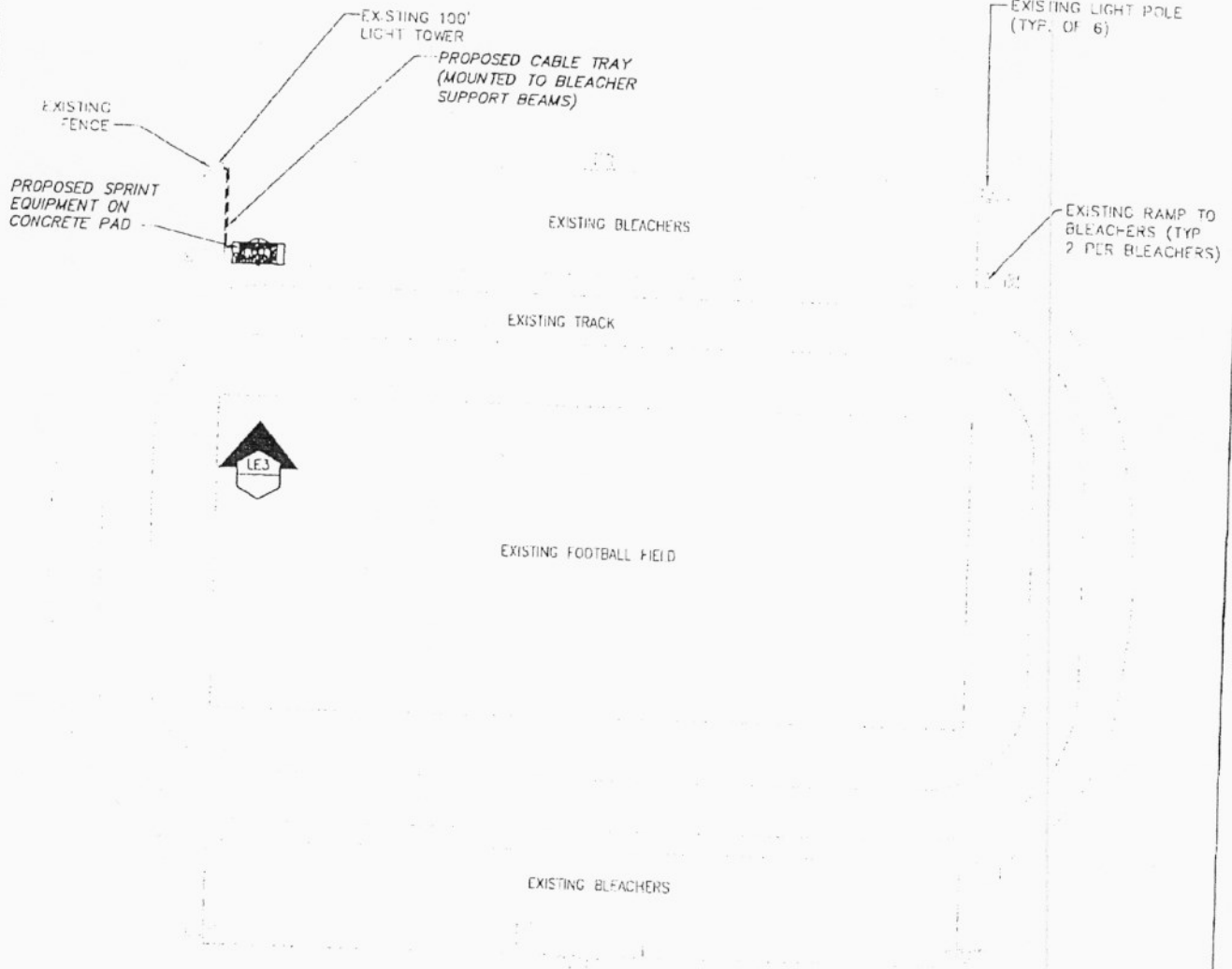
Insert Site Plan

City Initials  
Sprint Initials

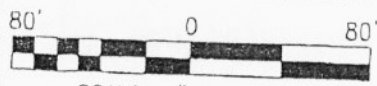


Note: City and Sprint may, at Sprint's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located or an as-built drawing depicting the Site.

[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement]



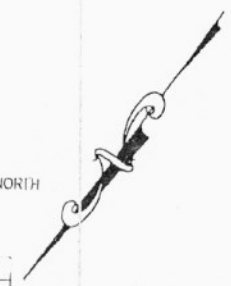
GRAPHIC SCALE



SCALE: 1" = 80'-0"

SITE LAYOUT

APPROXIMATE NORTH



NOTE: OWNER AND SCI MAY, AT SCI'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS:	DATE:
SCI INITIALS:	DATE:

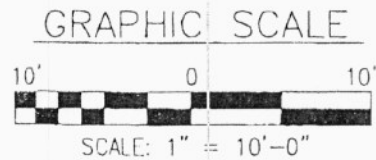
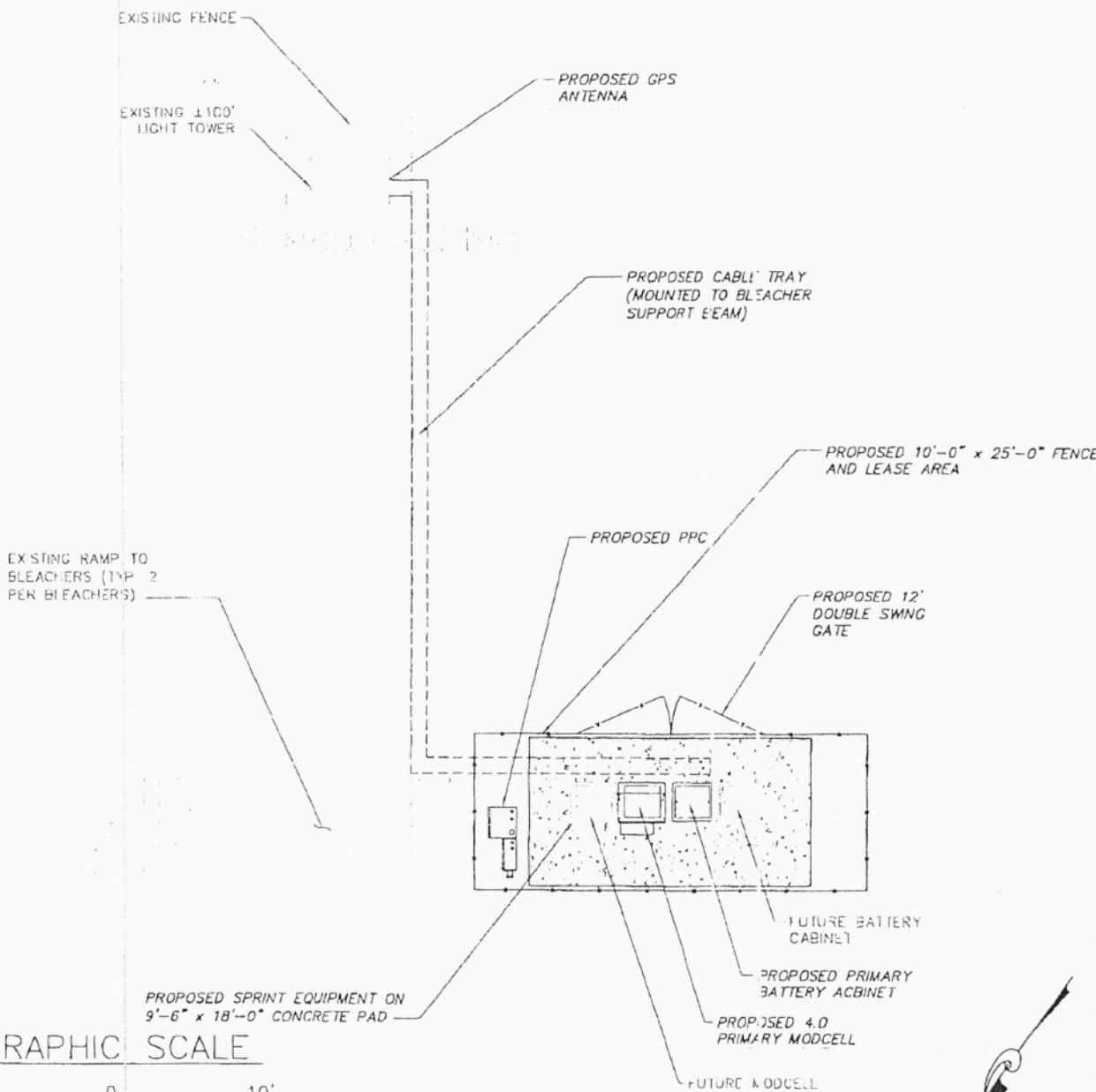
PROPERTY INFORMATION  
 LOT: 01  
 BLOCK: 1425  
 MAP #: 14-10  
 ZONED: RESIDENTIAL-B

1 INTERNATIONAL BLVD  
 SUITE 800  
 MAHWAH, NJ 07-95

99 PINE STREET  
 ALBANY, NY 12207  
 OFFICE #: (518) 434-2218  
 FAX #: (518) 434-2059

APPROX. SCALE AS NOTED	LEASE EXHIBIT PLAN
DATE: 11/1/04	SITE I.D.: CT 59XC922

1 LINCOLN BOULEVARD  
 BRIDGEPORT, CT 06606



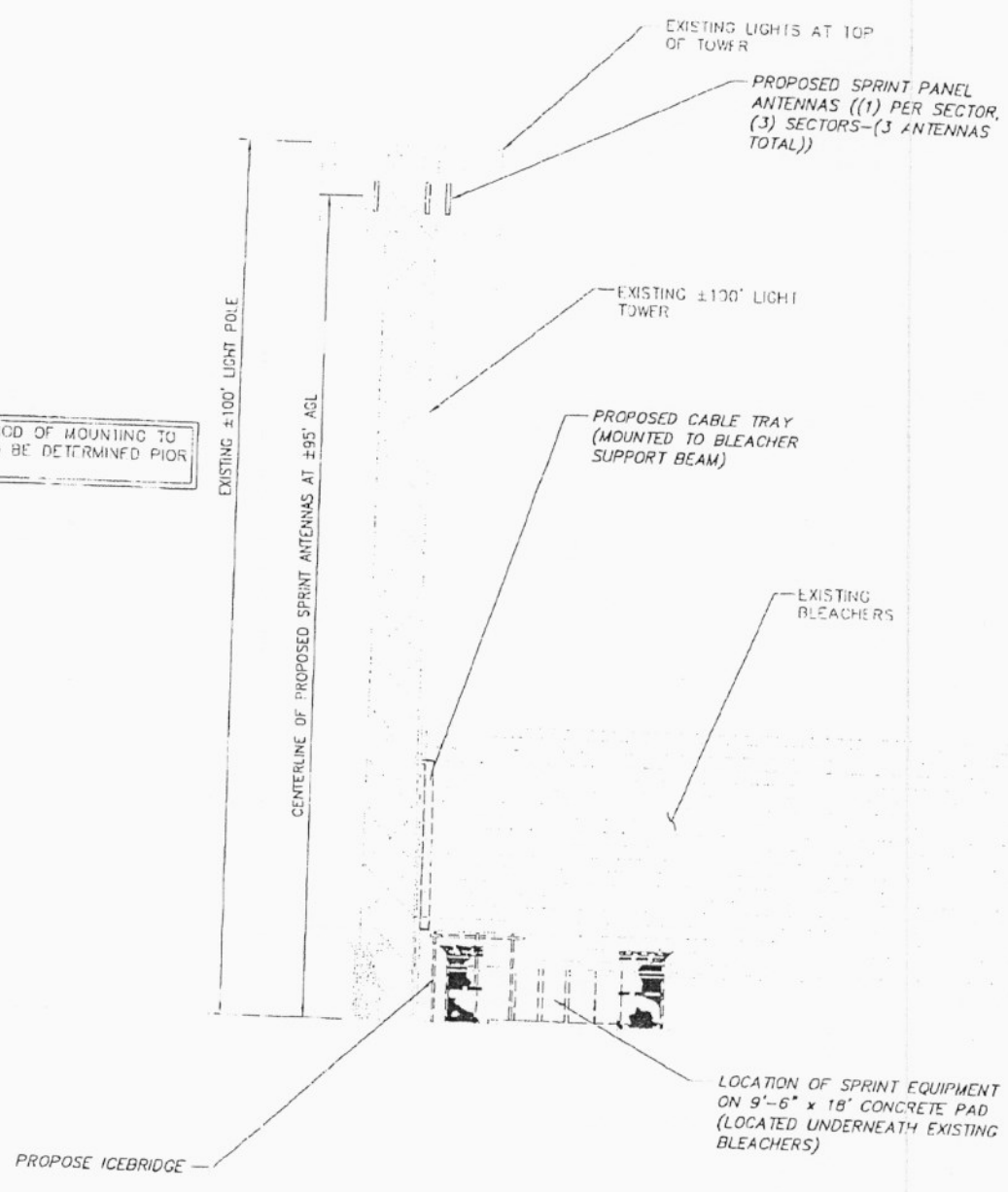
APPROXIMATE NORTH

NOTE: OWNER AND SCI MAY, AT SCI'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS: _____	DATE: _____
SCI INITIALS: _____	DATE: _____

PROPERTY INFORMATION: LOT: 01 BLOCK: 1425 MAP #: 14-10 ZONED: RESIDENTIAL-B	 1 INTERNATIONAL BLVD SUITE 800 MAHWAH, NJ 07495	 89 PINE STREET ALBANY, NY 12207 OFFICE P: (518) 434-2288 FAX P: (518) 434-2050	APPROX. SCALE AS NOTED	LEASE EXHIBIT PLAN
			DATE: 11/1/04	SITE I.D.: CT 59XC922
			1 LINCOLN BOULEVARD BRIDGEPORT, CT 06606	

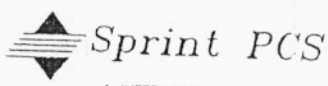

NOTE: EXACT METHOD OF MOUNTING TO EXISTING TOWER TO BE DETERMINED PRIOR TO CONSTRUCTION



SOUTHWEST TOWER ELEVATION  
NOT TO SCALE

NOTE: OWNER AND SCI MAY, AT SCI'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS:	DATE:
SCI INITIALS:	DATE:

PROPERTY INFORMATION: LOT: 01 BLOCK: 1425 MAP # 14-10 ZONED: RESIDENTIAL-B	 1 INTERNATIONAL EIVD SUITE 800 MAHWAH, NJ 07415	 99 PINE STREET ALBANY, NY 12207 OFFICE # (518) 434-2268 FAX # (518) 434-2058	APPROX. SCALE AS NOTED	LEASE EXHIBIT PLAN
			DATE: 11/1/04	SITE I.D.: CT 59XC922
1 LINCOLN BOULEVARD BRIDGEPORT, CT 06606				

April 2004

Site Name: Central H.S. Bridgeport

Sprint Site ID #: CT59XC922-B

EXHIBIT B  
TO SITE AGREEMENT

Memorandum of Agreement

Site Agreement (the "Agreement") dated July 19<sup>th</sup>, 2005, between Bridgeport ("City") and Sprint Spectrum L.P., a Delaware limited partnership ("Sprint")

The Agreement provides in part that City leases to Sprint certain real property owned by City and located at Bridgeport, City of Bridgeport, County of Fairfield, State of CT, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is 5 years commencing on \_\_\_\_\_, 20\_\_\_\_, which term is subject to 4 additional terms of 5 years each that may be exercised by Sprint. This memorandum of Agreement does not represent all terms and conditions of the lease agreement with the City.

The parties have executed this Memorandum as of the day and year first above written.

CITY

[INSERT COMPLETE CITY NAME(S)]

a(n) City of Bridgeport

By: John M. Fabrizio

Name: John M. Fabrizio

Title: Mayor

Address: 999 Broad Street  
Bridgeport, CT 06604

Contact Phone Number: Phillip Handy 203-576-7733

Email Address: \_\_\_\_\_

SPRINT

Sprint Spectrum L.P.

By: Peter Tisi

Name: Peter Tisi

Title: Site Delivery Specialist

Address: 1 International Blvd  
Suite 800  
Mahwah, NJ 07495

Sprint Contracts & Performance Hotline: 800-357-7641

See Addendum to Memorandum of Option Agreement for continuation of City signatures.

Attach Exhibit A - Site Description

City Initials: JMF

Sprint Initials: PT

Site Name: Central H.S. Bandstand

Sprint Site ID #: CT 59X C922-B

CITY NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was (choose one)  attested or  acknowledged before me this 19<sup>th</sup> day of July, 2005, by John Fabrizi as Mayor of the City of Bridgewater, a municipal corporation, on behalf of the corporation, or  partner or agent on behalf of \_\_\_\_\_ a \_\_\_\_\_ partnership.

(AFFIX NOTARIAL SEAL)

Shurley C. Lazarus  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

My commission expires: 11/30/05

SHURLEY C. LAZARUS  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER:

SPRINT NOTARY BLOCK:

STATE OF New Jersey

COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2005, by Peter D. Tris, as Site Delivery Specialist of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of the partnership.

(AFFIX NOTARIAL SEAL)

Samuel W. Tripsas  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF  
**SAMUEL W. TRIPAS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires Oct. 25, 2008**

My commission expires: 10-25-08

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

April 2004

Site Name: Central H.S. / BridgeportSprint Site ID #: CT39VC922-B

Rider  
To PCS Agreement

1) Sprint shall pay to Landlord a fee of Twenty Five Thousand Dollars (\$25,000.00) (the "Approval Payment") upon Sprint's receipt of a unappealed, final Decision and Order Bridgeport Zoning and Building Departments, acceptable to Sprint in its sole discretion, approving Sprint's attachment of antennas to an existing light pole and related equipment at the Property. The Approval Fee shall be paid within thirty (30) days of the later of (i) the expiration of all applicable appeal periods for the City's final Decision and Order; or (ii) the completion of any appeal of the City's final Decision and Order. The Approval Fee shall not be due and payable in the event (i) the City of Bridgeport does not issue a final Decision and Order approving Sprint's installation, acceptable to Sprint in its sole discretion; or (ii) any third party prevails in any appeal of the City's final Decision and Order.

2) Section 5 (Assignment/Subletting) of the foregoing Agreement is hereby deleted in its entirety and the following is inserted in its place:

**Section 5. Assignment and Subletting:** Sprint will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of City to insure that sublease payments from another telecommunications entity, except as noted in section 5(a), 5(b) and 5(c), are additional monthly payments that are made to the City and not to Sprint, which consent will not be unreasonably withheld, conditioned except as noted herein, or delayed; provided, however, that Sprint will have the right, without notice to or consent of City, to sublease the Site or assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Sprint; (b) any entity acquiring substantially all of the assets of Sprint; (c) any entity that is authorized by Sprint to sell telecommunications products or services under the "Sprint" or "Sprint PCS" brand name or any successor brand name(s) ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Sprint. Such requests shall be filed with the City no later than twenty days (120) following the effective date of the assignment.

3) The last sentence of **Section 7. Improvements** of the foregoing Agreement is hereby deleted and replaced with the:

Upon termination or expiration of this Agreement, Sprint shall remove the Facilities at its cost.

4) The last sentence of **Section 8. Interference** of the foregoing Agreement is hereby deleted and replaced with:

Likewise, City will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities; or (b) encroaches onto the Site except for the installation of other telecommunications equipment by other licensed telecommunications providers is permitted provided the installation of said equipment will not interfere with Sprint's ability to operate the equipment it has installed.

5) **Section 11. Termination:** of the foregoing Agreement is hereby deleted in its entirety and the following is inserted in its place:

Notwithstanding any provision contained in this Agreement, Sprint may, in Sprint's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to City ninety (90) days in advance of termination.

6) **Section 16. Property Taxes:** of the foregoing Agreement is hereby deleted in its entirety and the following is inserted in its place:

Sprint will pay any increase in personal property taxes to the City for its site and equipment that is directly attributable solely to any installation or improvements to the Site made by Sprint.

7) **Section 17. Insurance:** of the foregoing Agreement is hereby deleted in its entirety and the following is inserted in its place:

Sprint will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to City within 30 days after Sprint's receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy. This insurance is in addition to the cost of Sprint maintaining a Surety Removal Bond as will be required by the Planning & Zoning Commission of the City.























NOTE: ALL INFORMATION AND PLANS ARE BASED UPON 217 AUDIT DOCUMENTATION PROVIDED BY THE CLIENT.

MARK	INDICATING	POST	COLOR
1001-1	VEL	NY-3	GRN
1002-1	VEL	NY-2	BLU
1002-2	VEL	NY-2	BLU
1002-3	VEL	NY-4	WHT
1002-4	VEL	NY-3	WHT
1003-1	VEL	NY-6	WHT
1003-2	VEL	NY-7	WHT
1003-3	VEL	NY-8	GRY

MARK	INDICATING	COLOR
1004-1	VEL	GRN
1004-2	VEL	GRN
1004-3	VEL	GRN
1004-4	VEL	GRN
1004-5	VEL	GRN
1004-6	VEL	GRN
1004-7	VEL	GRN
1004-8	VEL	GRN

**FIGURE 1B-1 CABLE COLOR CODE**

Sector	Cable	First Ring	Second Ring	Third Ring
1 Alpha	1	White	No Tape	No Tape
	2	White	No Tape	No Tape
	3	White	No Tape	No Tape
	4	White	No Tape	No Tape
	5	White	No Tape	No Tape
	6	White	No Tape	No Tape
	7	White	No Tape	No Tape
	8	White	No Tape	No Tape
2 Beta	1	White	No Tape	No Tape
	2	White	No Tape	No Tape
	3	White	No Tape	No Tape
	4	White	No Tape	No Tape
	5	White	No Tape	No Tape
	6	White	No Tape	No Tape
	7	White	No Tape	No Tape
	8	White	No Tape	No Tape
3 Gamma	1	White	No Tape	No Tape
	2	White	No Tape	No Tape
	3	White	No Tape	No Tape
	4	White	No Tape	No Tape
	5	White	No Tape	No Tape
	6	White	No Tape	No Tape
	7	White	No Tape	No Tape
	8	White	No Tape	No Tape

**NOTES**

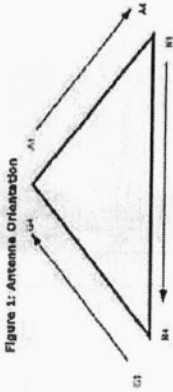
- All cables shall be marked at the top and bottom with the following tape, repeated one colored tape, or colored tape shall be obtained from the manufacturer. The stabilizer tape at the end of the cable, and there shall be a 7" space between each ring.
- The first ring shall be closest to the end of the cable, and there shall be a 7" space between each ring.
- The cable color code shall be applied in accordance with Table 1B-1.
- Table 1B-1 contains 3 sectors, but additional sectors are easily supported by adding the appropriate number of colored rings to the cable color code.
- Color code shall be applied to the cable color code from the frequency using only one color.
- The cable color code shall be placed next to each other with 50 spaces.
- The cable color code shall be placed next to each other with 50 spaces.
- This will allow removal of tape that falls or disintegrates.
- Examples of the cable and frequency color codes are shown in Figure 1B-2 and Figure 1B-3.

**FIGURE 1B-2 CABLE COLOR CODE**

Frequency	Color
1000-1	VEL
1000-2	VEL
1000-3	VEL
1000-4	VEL
1000-5	VEL
1000-6	VEL
1000-7	VEL
1000-8	VEL

**FIGURE 1B-3 CABLE COLOR CODE**

Frequency	Color
1000-1	VEL
1000-2	VEL
1000-3	VEL
1000-4	VEL
1000-5	VEL
1000-6	VEL
1000-7	VEL
1000-8	VEL



<p><b>Sprint</b> SPECTRUM LP 6200 SPRINT PARKWAY OVERLAND PARK, KANSAS 66251 (317) 436-7466</p>	<p><b>A SAXON DESIGN GROUP</b> 1000 W. 10th St. Suite 100 Topeka, KS 66604 TEL: 785.243.1111</p>	<p><b>ENGINEER'S LICENSE</b> <b>MICHAEL L. BOHLINGER</b></p>	<p><b>PROFESSIONAL ENGINEER</b> CONNECTICUT LICENSE No. 20405</p> <p><b>ASDCSP11</b></p> <p><b>CTS9XC972</b></p> <p><b>2.5 GHz</b></p> <p><b>CENTRAL HIGH SCHOOL</b> 1 LINCOLN BOULEVARD BRIDGEPORT, CT 06606</p> <p><b>RF DATA SHEET</b></p>
---	--	--	---

REV	DATE	DESCRIPTION	DESIGNED BY	CHECKED BY



**Sprint**  
SPECTRUM LP  
6200 SPRINT PARKWAY  
OVERLAND PARK, MO 66261  
(817) 486-7166



**A SAXON DESIGN GROUP**  
1000 W. STATE ST. SUITE 100  
OVERLAND PARK, MO 66204  
(817) 486-7166

ENGINEER'S LICENSE  
**MICHAEL L BOHUNGER**

PROFESSIONAL ENGINEER  
CONNECTICUT LICENSE NO. 10485

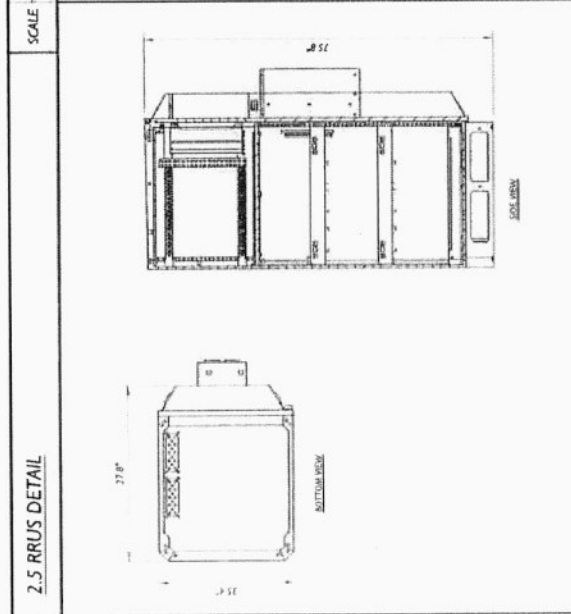
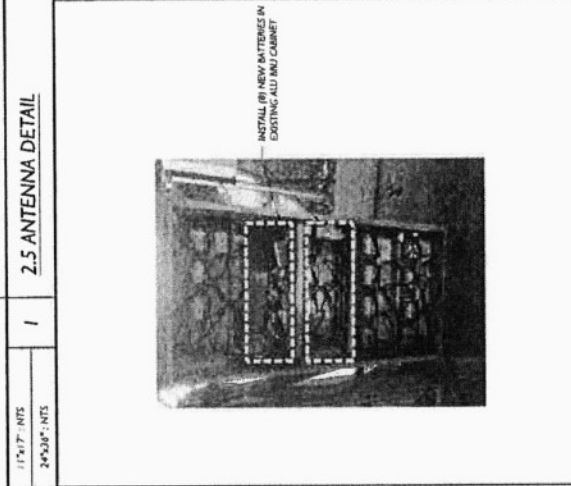
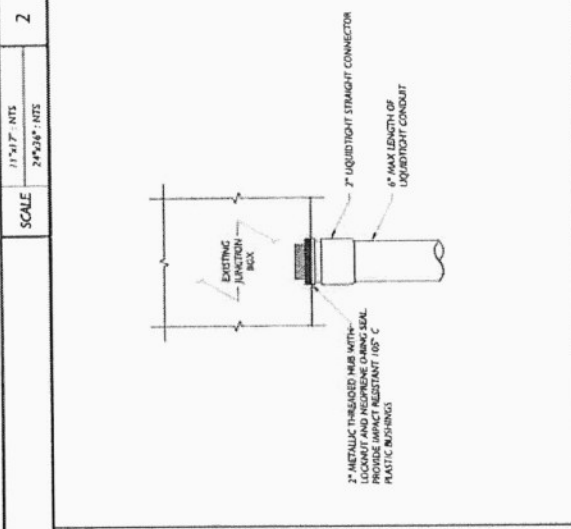
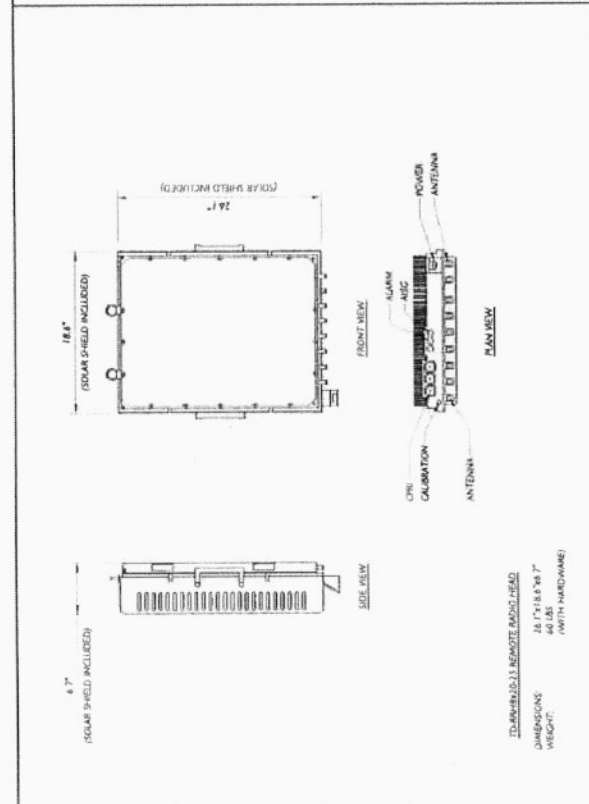
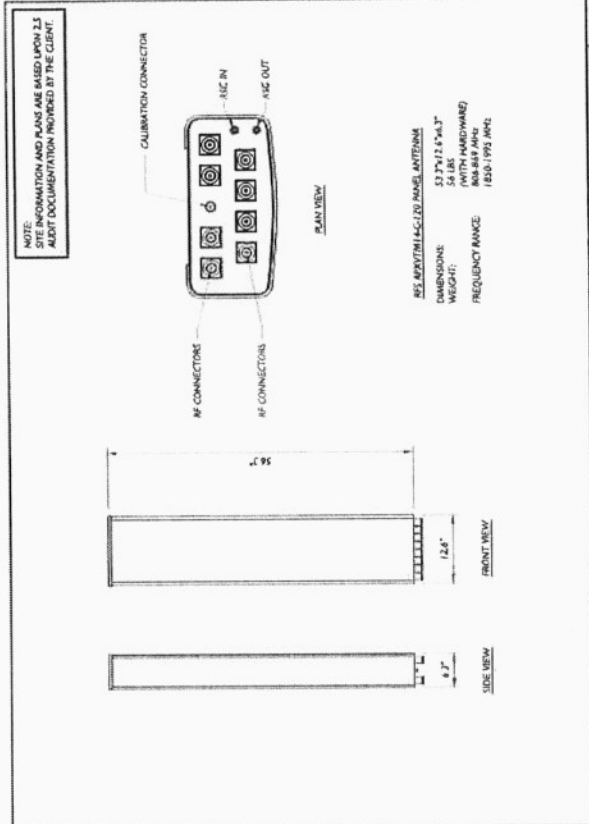
PROFESSIONAL ENGINEER  
CONNECTICUT LICENSE NO. 10485

ASDCSP11  
GTS9XC922

2.5 GHz  
CENTRAL HIGH SCHOOL  
1 LINCOLN BOULEVARD  
BRIDGEPORT, CT 06606

EQUIPMENT SPECIFICATIONS

DATE:	3/18/14
PROJECT NO.:	13050311
ADDRESS NO.:	
SHEET NO.:	
DWG. NO.:	A-7



2	11"x17" - NTS	24"x36" - NTS	JUNCTION BOX PENETRATION	11"x17" - NTS	24"x36" - NTS
4	11"x17" - NTS	24"x36" - NTS	EXISTING BBU CABINET	11"x17" - NTS	24"x36" - NTS
3	11"x17" - NTS	24"x36" - NTS	2.5 9929 GROWTH CABINET	11"x17" - NTS	24"x36" - NTS
5	11"x17" - NTS	24"x36" - NTS	JUNCTION BOX PENETRATION	11"x17" - NTS	24"x36" - NTS







## Modification Package

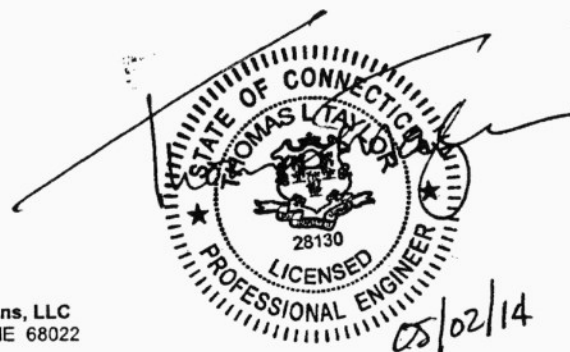
Prepared for:

HPC Wireless  
22 Shelter Rock Lane  
Building C  
Danbury, CT 06810

ATTN: Ms. Debra Overbey

Structure : 100 ft Self Supported Tower  
Proposed Carrier : Sprint  
Site ID : CT59XC922  
Site Location : Bridgeport, CT  
County : Fairfield  
Date : May 2, 2014  
Usage : 100.0% Legs, 70.0% Diagonals, 47.0%  
Horizontals (with mods)

Semaan Engineering Solutions, LLC  
1079 N. 205<sup>th</sup> Street, Elkhorn, NE 68022  
Phone: 402-289-1888





## Modification Package

Prepared for:

HPC Wireless  
22 Shelter Rock Lane  
Building C  
Danbury, CT 06810

ATTN: Ms. Debra Overbey

Structure : 100 ft Self Supported Tower  
Proposed Carrier : Sprint  
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Horizontals (with mods)

May 2, 2014  
Page 1

## Introduction

The purpose of this report is to summarize results of the structural analysis performed on the 100 ft Self Supported Tower located at Bridgeport, CT, Fairfield County (site #CT59XC922). The tower manufacturer is unknown. Refer to the supplied Hightower Solutions mapping dated May 15, 2013 and KMB Design Group structural analysis 332.1536 dated May 23, 2013 for additional information.

## Analysis

The tower was analyzed using Semaan Engineering Solutions, Inc., Software. The analysis assumes that the tower is in good, undamaged, and non-corroded condition. The analysis was performed in conformance with TIA/EIA-222 Rev F and local building codes for a basic wind speed of 85 mph no ice and 74 mph with 1/2" radial ice (fastest mile). This is in conformance with the IBC 2003: Section 1609.1.1, Exception (4) and Section 3108.4.

Basic Wind Speed: 85.0 mph  
 Radial Ice: 74.0 mph w/ 0.50" ice  
 Code: TIA/EIA-222 Rev F / IBC 2003 / CT State Building Code with 2005 CT Supplement

## Antenna Loads

The following antenna loads were used in the tower analysis.

### Existing Antennas

Elev. (ft)	Qty	Antennas	Mount	Coax (in)	Carrier
98.17	6	2 ft dia. Stadium Lights	26 ft x 12.5 ft top mount (Est. CaAa=140 sf)	(2) 1.32" conduits	
95.67	5	2 ft dia. Stadium Lights			
93.17	5	2 ft dia. Stadium Lights			
93.5	2	RR65-18-VDPL2-RW/DT KIT	Leg Mount/ Light Mount	(6) 1 5/8 (3-on-3)	Sprint
91.7	1	RR65-18-VDPL2-RW/DT KIT			
80.0	3	FD-RRH-2X50-800 (relocated)	Leg Mount	-	
	6	FD-RRH-4X45-1900 (relocated)			
51.8	1	5" x 3" dia GPS	3.25 ft Standoff	(1) 1/2	

### Proposed Antennas

Elev. (ft)	Qty	Antennas	Mount	Coax (in)	Carrier
85.0	3	TD-RRH-8X20-25	Leg Mount	(1) 1-5/8 hybrid	Sprint
	3	APXVTM14-C-120			

The transmission lines shall be stacked as indicated above.



May 2, 2014

Page 2

**Results**

The existing Self Supported Tower is not structurally capable of supporting the existing and proposed antennas. The legs are overstressed from elevation 64.5 ft to 70.5 ft. Additional bolt-on leg braces will be required in this bay. Refer to the attached drawings for additional information.

The maximum leg usage is: 119.0% (without mods) and 100.0% (with mods).  
 The maximum diagonal usage is: 70.0% (without mods) and 70.0% (with mods).  
 The maximum horizontal usage is: 47.0% (without mods) and 47.0% (with mods).

Leg Forces	Original Design Reactions	Current Analysis Reactions
Uplift (Kips)	N/A	167.55
Axial (Kips)	N/A	216.79
Shear (Kips)	N/A	6.69

The foundation was not investigated due to the lack of design drawings and documents and is not part of this analysis.

**Conclusion**

Based on the analysis results, the existing structure (with the proposed bolt-on leg braces installed and approved per the attached drawings) meets the requirements per the TIA/EIA-222 Rev F standards for a basic wind speed of 85 mph no ice and 74 mph with 1/2" radial ice.

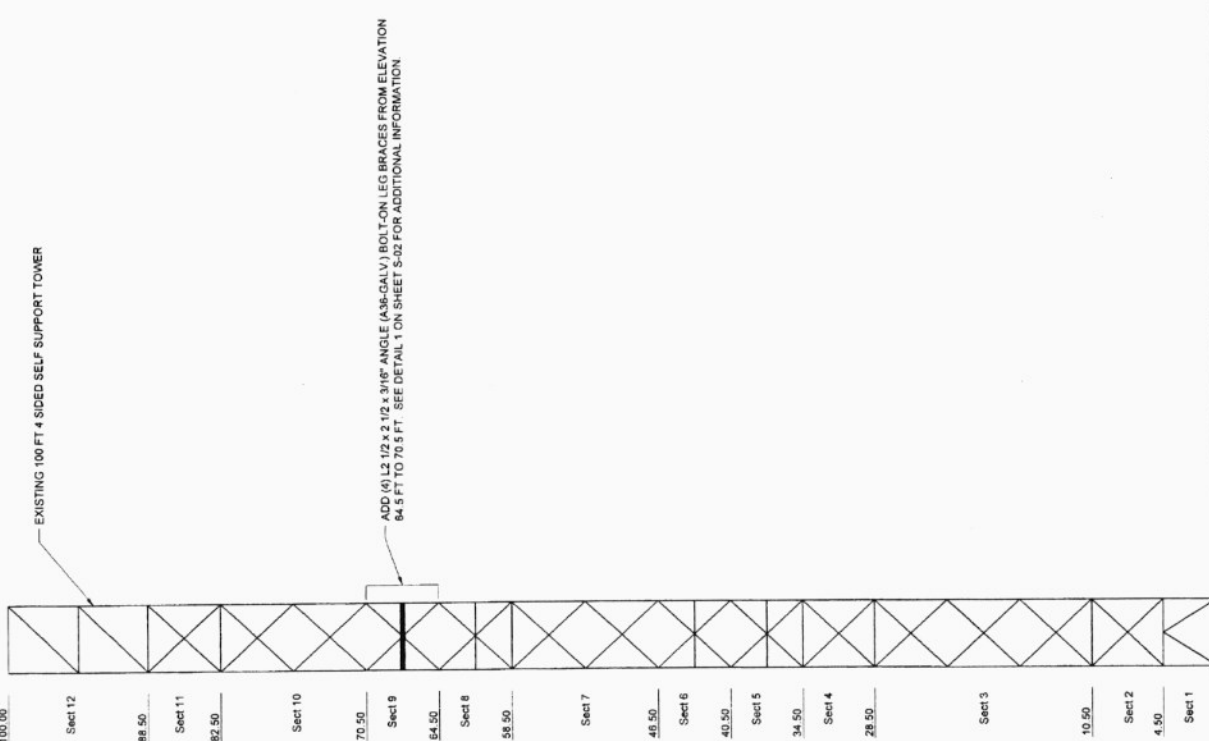
If you have any questions or require additional information, please call 402-289-1888.

**Attachments**

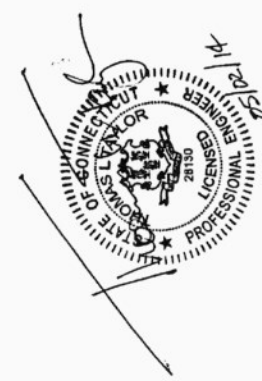
1. Drawing S-01, Revision 0, dated 05/02/2014.
2. Drawing S-02, Revision 0, dated 05/02/2014.
3. Drawing S-03, Revision 0, dated 05/02/2014.

Tower	CT159XC922	Job Information	Bridgeport, CT
Client	HPC Wireless Services	Location	Bridgeport, CT
		Shape	Square
		Base Width	5.50 R
		Top Width	5.50 R

Section	Leg Members		Diagonal Members		Horizontal Members	
	Member	SAE	Member	SAE	Member	SAE
1	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25
2	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25
3-4	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25
5	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25
6	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25
7	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25
8	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25
9-10	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25
11-12	MOD 50 kN	4440.25	SAE 36 kN	2562.500.1875	SAE 50 kN	4440.25



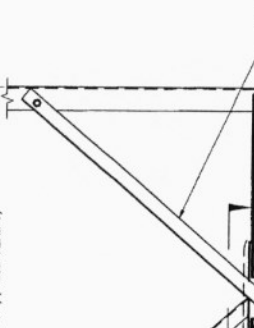
Address	1079 N 205th Street, Omaha, Nebraska 68122	Phone Number	(402)288-1888 Fax Number	(402)288-1888	
ENGINEERING SOLUTIONS, LLC					
REINFORCEMENT DRAWINGS					
SELF SUPPORT					
HPC WIRELESS SERVICES					
CLIENT					
REVISION DESCRIPTION	ISSUE FOR CONSTRUCTION	DATE	05/02/2014	REV #	0
DRAWN CHECKED					
KRC	TLT				



SEE SHEET S-02 FOR NOTES AND SPECIFICATIONS

Uplift: 167.55 k  
 Vert: 215.79 k  
 Moment: 1,447.48 k  
 Horiz: 159.2 k

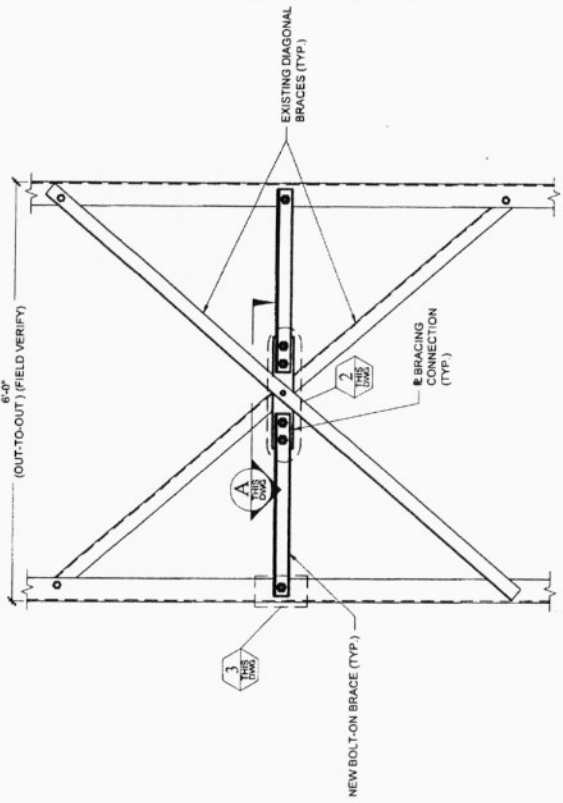
SHEET NUMBER	S-01
BRIDGEPORT, CT	
CT159XC922	
FILE NUMBER	



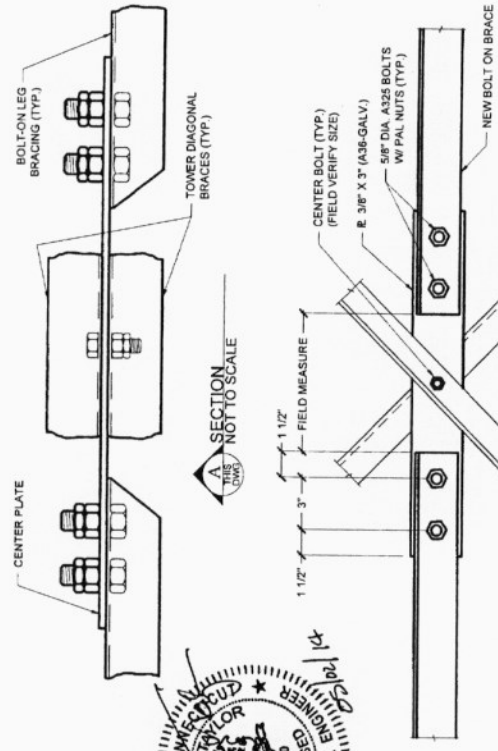
REV#	DATE	REVISION DESCRIPTION
0	05/02/2014	ISSUE FOR CONSTRUCTION

HPC WIRELESS SERVICES  
 HPC SELF SUPPORT  
 REINFORCEMENT DRAWINGS

FILE NUMBER: CT159XC922  
 SITE LOCATION: BRIDGEPORT, CT  
 SHEET: 2-3 OF 2



1 DETAIL  
 3/4\"/>

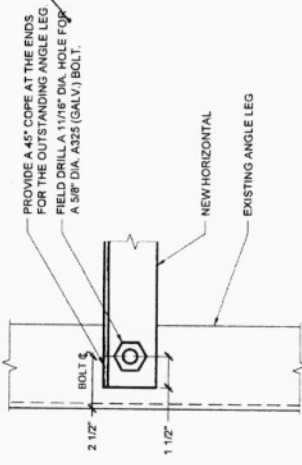


A SECTION  
 1/2\"/>

2 DETAIL  
 3/4\"/>

**NOTES AND SPECIFICATIONS**

1. THE MODIFICATIONS OUTLINED IN THESE DOCUMENTS WERE DESIGNED IN ACCORDANCE WITH THE TIMEA-222 REV F STANDARD.
  2. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS, ELEVATIONS, AND CONDITIONS PRIOR TO FABRICATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FIT AND CLEARANCE IN THE FIELD. CONTACT SEMAM ENGINEERING IF ANY DISCREPANCIES ARE IDENTIFIED.
  3. REFERENCE THE SEMAM ENGINEERING SOLUTIONS ANALYSIS FOR THIS SITE DATED 05/02/2014 FOR THE PROPOSED AND EXISTING LOADS CONSIDERED. THIS DRAWING IS NOT VALID IF LOADS OTHER THAN THOSE CONSIDERED IN THE ANALYSIS ARE ADDED TO OR REMOVED FROM THE STRUCTURE UNLESS APPROVED IN WRITING BY SES, INC.
  4. THE PROPOSED LOADS SHALL NOT BE ADDED TO THE STRUCTURE UNTIL ALL MODIFICATIONS ARE MADE AND APPROVED BY THE WELDING INSPECTOR.
  5. THE CONTRACTOR SHALL NOT INVENT THE METHOD OF CONSTRUCTION THE CONTRACTOR SHALL SUPERVISE AND DETAIL THE WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES.
  6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ON-SITE SAFETY ASSOCIATED WITH THE WORK TO BE PERFORMED. ALL SAFETY REQUIREMENTS AS DICTATED BY OSHA AND THE LOCAL JURISDICTION'S SHALL BE FOLLOWED.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ITS OWN PERSONNEL AS WELL AS THE PUBLIC WORKING IN THE VICINITY OF THE JOB SITE.
  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROPERTY IN THE VICINITY OF THE JOB SITE. THE CONTRACTOR SHALL USE THE PRECAUTIONARY MEANS NECESSARY TO PROTECT ADJACENT PROPERTY.
  9. ALL WORK SHALL BE PERFORMED IN CALM WIND CONDITIONS, WHERE THE WIND SPEED DOES NOT EXCEED 10 MPH.
- STEEL CONSTRUCTION:**
1. STRUCTURAL STEEL SHALL CONFORM TO THE AISC MANUAL OF STEEL CONSTRUCTION, NINTH EDITION, FOR THE DESIGN AND FABRICATION OF STEEL COMPONENTS.
  2. ALL PLATE STEEL SHALL CONFORM TO A572-50 UNLESS NOTED OTHERWISE.
  3. SHOP DRAWINGS SHALL BE SUBMITTED TO SES FOR APPROVAL PRIOR TO FABRICATION. SHOP DRAWINGS SHALL INCLUDE ALL DIMENSIONS AND DIMENSIONAL TOLERANCES INCLUDING MONOPOLE/TOWER EXTENSIONS.
  4. ALL EXTERIOR STEEL WORK SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123 AND AS FOLLOWS, UNLESS OTHERWISE NOTED.
    - A. GALVANIZING SHALL BE PERFORMED AFTER SHOP FABRICATION AND WELDING TO THE GREATEST EXTENT POSSIBLE.
    - B. ALL DINGS, SCRAPES, MARKS AND WELDS IN THE GALVANIZED AREA SHALL BE COATED WITH A ZINC-RICH PAINT.
  5. IF THE STRUCTURE WAS ORIGINALLY PAINTED, AFTER ZINC-RICH PAINT IS DRY, OVERCOAT WITH AN APPROPRIATE PAINT TO MATCH THE EXISTING.
  6. DO NOT PLACE HOLES THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILED ON DRAWINGS.
- BOLTING NOTES:**
1. ALL CONNECTION BOLTS SHALL BE ASTM A325N (GALVANIZED), UNLESS NOTED OTHERWISE.
  2. ALL BOLTS SHALL BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED BY AISC, UNLESS NOTED OTHERWISE.
- SPECIAL INSPECTION**
1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH THE IBC, 2003, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK.
    - a. GUY WIRE RETENSIONING
  2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH IBC, 2003, 1704, UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING DEPARTMENT OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.
- CONTINUOUS STRUCTURE INSPECTION AND MAINTENANCE:**
- CONTINUOUS INSPECTION OF THE STRUCTURE AND THE ADDED REINFORCING CONSISTENT WITH THE CURRENT REQUIREMENTS OF THE LATEST IBC 222 STANDARD SHALL BE IMPLEMENTED BY THE OWNER. ANY FUTURE CORROSION OR OTHER DETERIORATION OF THE STRUCTURE OR ITS REINFORCING WILL REDUCE ITS CAPACITY TO WITHSTAND THE DESIGN LOADS. ANY DEFECTS SHALL BE REPAIRED TO ENSURE THE STRUCTURAL INTEGRITY FOR THE LIFE OF THE STRUCTURE.



3 DETAIL  
 1/2\"/>

**SEMAN**  
ENGINEERING SOLUTIONS, LLC

Address: 1079 N. 205th Street, Omaha, Nebraska 68132  
Phone Number: (402) 269-1888 Fax Number: (402) 269-1822

REV #	DATE	ISSUE FOR CONSTRUCTION	REGION DESCRIPTION
0	05/02/2014		
1			

DRAWN	CHECKED	RRC	KRC

CLIENT  
HPC WIRELESS SERVICES

DRAWING DESCRIPTION  
SELF SUPPORT REINFORCEMENT DRAWINGS

SHEET NUMBER  
CT59XC922

SHEET LOCATION  
BRIDGEPORT, CT

SHEET NUMBER  
S-01

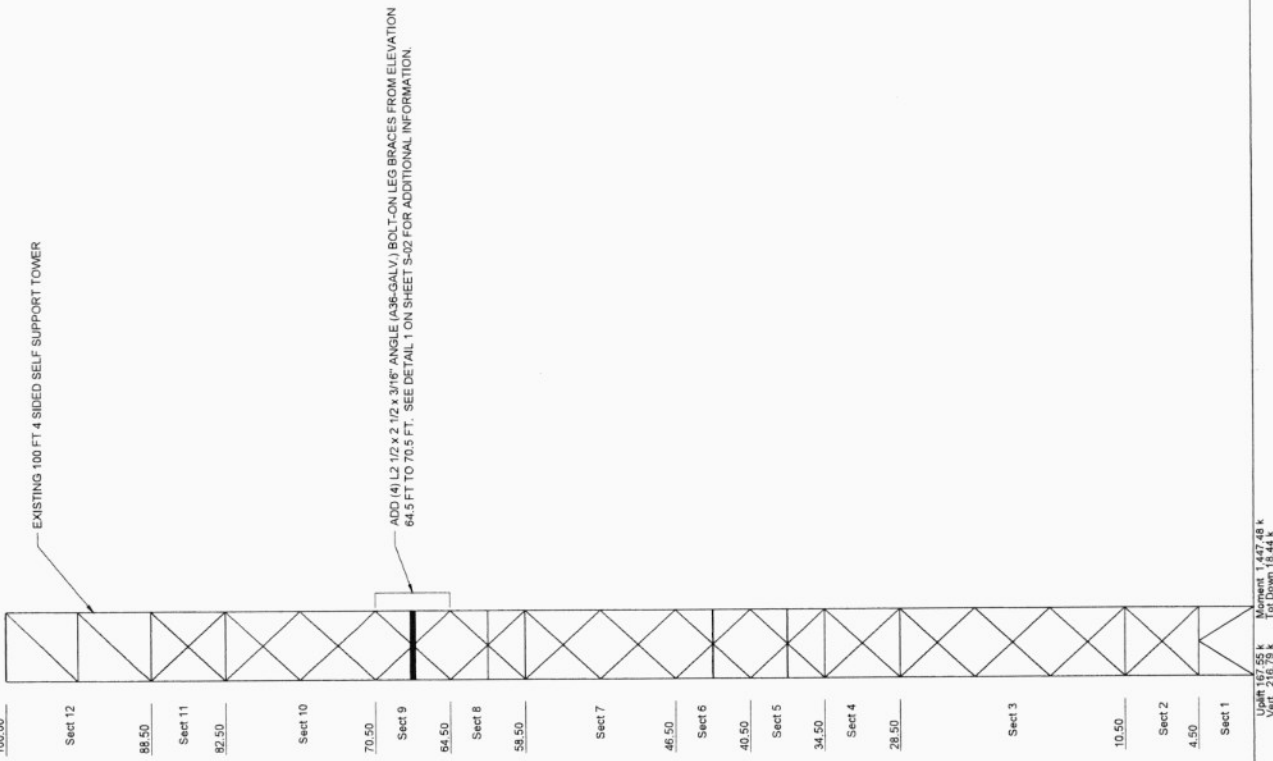
Job Information

Tower: CT59XC922 Location: Bridgeport, CT  
Code: TIMEIA-222 Rev F Shape: Square  
Client: HPC Wireless Services

Base Width: 5.50 ft  
Top Width: 5.50 ft

Sections Properties

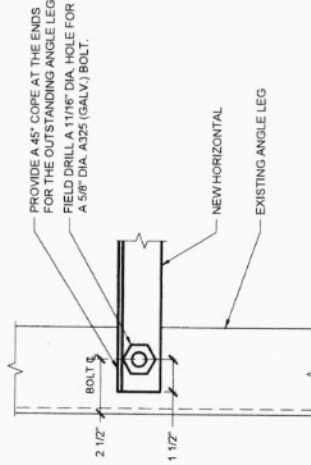
Section	Leg Members	Diagonal Members	Horizontal Members
1	MOD 50 ksi 18x44x3L3	SAE 36 ksi 2x2x0.1875	SAE 50 ksi 4x4x0.25
2	MOD 50 ksi 18x44x3L3	SAE 36 ksi 2.5x2.5x0.1875	SAE 50 ksi 2.2x0.1875
3-4	MOD 50 ksi 18x44x3L3	SAE 36 ksi 2.5x2.5x0.1875	SAE 50 ksi 2.5x2.5x0.1875
5	MOD 50 ksi 18x44x3L3	SAE 36 ksi 2.5x2.5x0.1875	SAE 50 ksi 2.5x2.5x0.1875
6	SAE 50 ksi 5x5x0.4375	SAE 36 ksi 2.5x2.5x0.1875	SAE 50 ksi 2.5x2.5x0.1875
7	SAE 50 ksi 5x5x0.4375	SAE 36 ksi 2.5x2.5x0.1875	SAE 50 ksi 2.5x2.5x0.1875
8	SAE 50 ksi 5x5x0.4375	SAE 36 ksi 2.5x2.5x0.1875	SAE 50 ksi 2.5x2.5x0.1875
9-10	SAE 50 ksi 4x4x0.25	SAE 36 ksi 2.5x2.5x0.1875	SAE 50 ksi 2.5x2.5x0.1875
11-12	SAE 50 ksi 4x4x0.25	SAE 36 ksi 2.5x2.5x0.1875	SAE 50 ksi 4x4x0.25



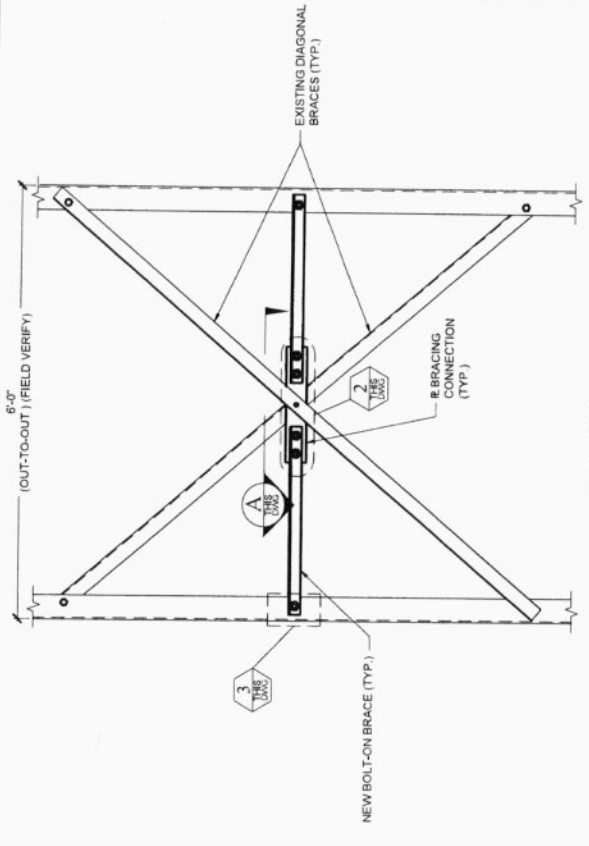
SEE SHEET S-02 FOR NOTES AND SPECIFICATIONS

**NOTES AND SPECIFICATIONS**

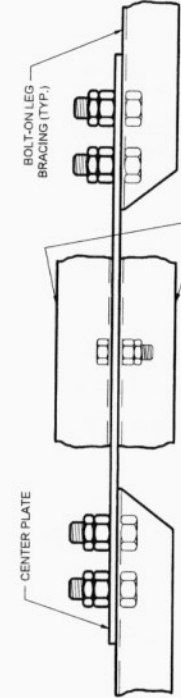
1. GENERAL MODIFICATIONS OUTLINED IN THESE DOCUMENTS WERE DESIGNED IN ACCORDANCE WITH THE TIAEIA-222 REV F STANDARD. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS, ELEVATIONS, AND CONDITIONS PRIOR TO FABRICATION. THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR THE PROPER FIT AND CLEARANCE IN THE FIELD. CONTACT SEMAN ENGINEERING IF ANY DISCREPANCIES EXIST.
  2. REFERENCE THE SEMAN ENGINEERING ANALYSIS FOR THIS SITE DATED 05/02/2014 FOR THE PROPOSED AND EXISTING LOADS CONSIDERED. THIS DRAWING IS NOT VALID IF LOADS OTHER THAN THOSE CONSIDERED IN THE ANALYSIS ARE ADDED TO OR REMOVED FROM THE STRUCTURE UNLESS APPROVED IN WRITING BY SES, INC.
  3. THE PROPOSED LOADS SHALL NOT BE ADDED TO THE STRUCTURE UNTIL ALL MODIFICATIONS ARE MADE AND CHECKED BY THE WELDING INSPECTOR.
  4. THIS DRAWING IS THE METHOD OF CONSTRUCTION THE CONTRACTOR SHALL SUPERVISE AND DETECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES.
  5. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ON-SITE SAFETY ASSOCIATED WITH THE WORK TO BE PERFORMED. ALL SAFETY REQUIREMENTS AS DICTATED BY OSHA AND THE LOCAL JURISDICTIONS SHALL BE FOLLOWED.
  6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ITS OWN PERSONNEL AS WELL AS THE PUBLIC AFFECTED BY THE WORK IN THE VICINITY OF THE JOB SITE.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROPERTY IN THE VICINITY OF THE JOB SITE. THE CONTRACTOR SHALL PROVIDE ANY NECESSARY MEANS NECESSARY FOR ADEQUATE PROTECTION.
  8. ALL WORK SHALL BE PERFORMED IN CALM WIND CONDITIONS, WHERE THE WIND SPEED DOES NOT EXCEED 10 MPH.
  9. ALL EXTERIOR STEEL SHALL CONFORM TO THE AISC MANUJAL OF STEEL CONSTRUCTION, NINTH EDITION, FOR THE DESIGN AND FABRICATION OF STEEL COMPONENTS.
  10. ALL PLATE STEEL SHALL CONFORM TO A572-50 UNLESS NOTED OTHERWISE.
  11. SHOP DRAWINGS SHALL BE SUBMITTED TO SES FOR APPROVAL PRIOR TO FABRICATION. SHOP DRAWINGS SHALL INCLUDE ALL FABRICATED STEEL ASSEMBLIES INCLUDING MONOPOLE/TOWER EXTENSIONS
  12. ALL EXTERIOR STEEL WORK SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123 AND AS FOLLOWS: UNLESS OTHERWISE NOTED:
    - a. GALVANIZING SHALL BE PERFORMED AFTER SHOP FABRICATION AND WELDING TO THE GREATEST EXTENT POSSIBLE
    - b. ALL DINGS, SCRAPPES, MARKS AND WELDS IN THE GALVANIZED AREA SHALL BE REPAIRED WITH A ZINC-RICH PAINT.
    - c. APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
    - d. IF THE STRUCTURE WAS ORIGINALLY PAINTED, AFTER ZINC-RICH PAINT IS DRY, OVERCOAT WITH AN APPROPRIATE PAINT WITH THE SAME COLOR AS THE EXISTING.
  13. DO NOT PLACE HOLES THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILED ON DRAWINGS.
- BOLTING NOTES:**
1. ALL CONNECTION BOLTS SHALL BE ASTM A325N (GALVANIZED), UNLESS NOTED OTHERWISE.
  2. ALL BOLTS SHALL BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED BY AISC. UNLESS NOTED OTHERWISE.
- SPECIAL INSPECTION**
1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH THE IBC 2003, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING:
    - a. GALVANIZING WORK
    - b. HIGH STRENGTH BOLTS
  2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH IBC 2003, 1704. UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.
- CONTINUOUS STRUCTURE INSPECTION AND MAINTENANCE**
- CONTINUOUS INSPECTION OF THE STRUCTURE AND THE ADDED REINFORCING CONSISTENT WITH THE CURRENT REQUIREMENTS OF THE LATEST TIA 222 STANDARD SHALL BE IMPLEMENTED BY THE OWNER. ANY FUTURE CORROSION OR OTHER DETERIORATION OF THE STRUCTURE OR ITS REINFORCING WILL REDUCE ITS CAPACITY TO WITHSTAND THE INTENDED LOADS. ANY DEFECTS SHALL BE REPAIRED TO ENSURE THE STRUCTURAL INTEGRITY FOR THE LIFE OF THE STRUCTURE.



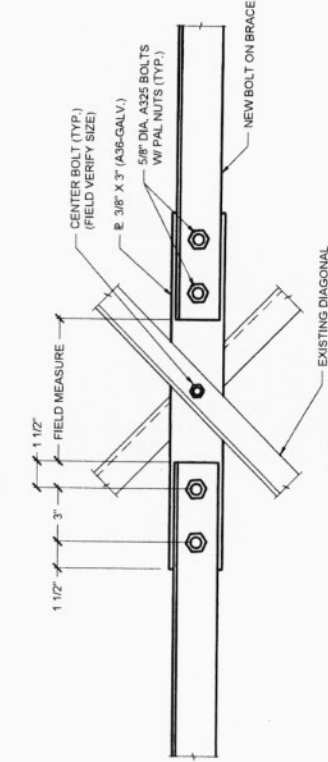
**3** DETAIL  
THIS DRAWING NOT TO SCALE



**1** DETAIL  
THIS DRAWING NOT TO SCALE



**A** SECTION  
THIS DRAWING NOT TO SCALE



**2** DETAIL  
THIS DRAWING NOT TO SCALE

<b>SEMAN</b> ENGINEERING SOLUTIONS, LLC	Address: 079 N 205th Street Omaha Nebraska 68022 Phone Number: (402)289-1888 Fax Number: (402)289-1861	REVISION DESCRIPTION	DATE	REV #	05/02/2014 ISSUE FOR CONSTRUCTION
KRC	KRC				
TLT	TLT				

SCALE

HPC WIRELESS SERVICES

SELF SUPPORT

REINFORCEMENT DRAWINGS

DATE: 05/02/2014

REV # 0

DESCRIPTION: ISSUE FOR CONSTRUCTION

PROJECT: BRIDGEPORT CT

SHEET NUMBER: 3002

SCALE: 3/8\"/>

### Standard Conditions

All engineering services are performed on the basis that the information used is current and correct. This information may consist of, but is not necessary limited, to:

- Information supplied by the client regarding the structure itself, the antenna and feed line loading on the structure and its components, or other relevant information.
- Information from drawings in the possession of Semaan Engineering Solutions, or generated by field inspections or measurements of the structure.

It is the responsibility of the client to ensure that the information provided to Semaan Engineering Solutions and used in the performance of our engineering services is correct and complete. In the absence of information to the contrary, we assume that all structures were constructed in accordance with the drawings and specifications and are in an un-corroded condition and have not deteriorated; and we, therefore, assume that their capacity has not significantly changed from the "as new" condition.

All services will be performed to the codes specified by the client, and we do not imply to meet any other codes or requirements unless explicitly agreed in writing. If wind and ice loads or other relevant parameters are to be different from the minimum values recommended by the codes, the client shall specify the exact requirement. In the absence of information to the contrary, all work will be performed in accordance with the latest relevant revision of ANSI/EIA-222.

All services are performed, results obtained, and recommendations made in accordance with generally accepted engineering principles and practices. Semaan Engineering Solutions is not responsible for the conclusions, opinions and recommendations made by others based on the information we supply.

SEMAAN ENGINEERING SOLUTIONS, LLC  
 1079 N 205th Street  
 Elkhorn, NE 68022

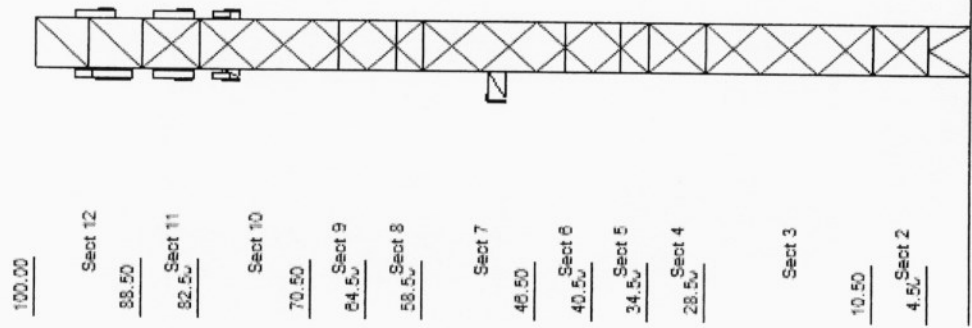
© 2007 - 2014 by ATC IP LLC. All rights reserved.  
 Loads: 85 mph no ice  
 74 mph w/ 1/2" radial ice

Job Information	
Tower : CT59XC922_FIX	Location : Bridgeport, CT
Code : TIA/BIA-222 Rev F	Shape : Square
Client : WWWWWW	Base Width : 5.50 ft
	Top Width : 5.50 ft

Sections Properties			
Section	Leg Members	Diagonal Members	Horizontal Members
1	MOD 50 ksi L6x.44+3L3	SAE 36 ksi 2X2X0.1875	SAE 50 ksi 4X4X0.25
2	MOD 50 ksi L6x.44+3L3	SAE 36 ksi 2.5X2.5X0.1875	SAE 50 ksi 2X2X0.1875
3 - 4	MOD 50 ksi L6x.44+3L3	SAE 36 ksi 2.5X2.5X0.1875	SAE 50 ksi 2.5X2.5X0.1875
5	MOD 50 ksi L5x.44+3L3	SAE 36 ksi 2.5X2.5X0.1875	
6	SAE 50 ksi 5X5X0.4375	SAE 36 ksi 2.5X2.5X0.1875	
7	SAE 50 ksi 5X5X0.4375	SAE 36 ksi 2.5X2.5X0.1875	SAE 50 ksi 2.5X2.5X0.1875
8	SAE 50 ksi 4X4X0.25	SAE 36 ksi 2.5X2.5X0.1875	SAE 50 ksi 2.5X2.5X0.1875
9 - 10	SAE 50 ksi 4X4X0.25	SAE 36 ksi 2.5X2.5X0.1875	SAU 50 ksi 4X3X0.25
11 - 12	SAE 50 ksi 4X4X0.25	SAE 36 ksi 2.5X2.5X0.1875	

Discrete Appurtenance			
Elev (ft)	Type	Qty	Description
98.17	Other	6	Stadium Lights
95.67	Other	5	Stadium Lights
93.75	Mounting Frame	2	26 ft x 12.5 ft mounting frame
93.50	Panel	2	RR65-18-VDPL2-RW/DT KIT
93.17	Other	5	Stadium Lights
91.67	Panel	1	RR65-18-VDPL2-RW/DT KIT
85.00	Panel	3	TD-RRH-8X20-25
85.00	Panel	3	APXVTM14-C-120
80.00	Panel	3	FD-RRH-2X50-800
80.00	Panel	6	FD-RRH-4X45-1900
51.75	Straight Arm	1	3.25 ft Standoff
51.75	Panel	1	5" x 3" dia GPS

Linear Appurtenance			
Elev (ft)	From To	Qty	Description
0.000	100.00	1	Climbing Ladder
0.000	98.170	1	W/G Ladder
25.000	95.670	2	1.32" conduit
25.000	93.500	4	1.5/8" Coax
25.000	91.670	2	1.5/8" Coax
25.000	85.000	1	1-5/8" Hybrid Cable
25.000	51.750	1	1/2" Coax



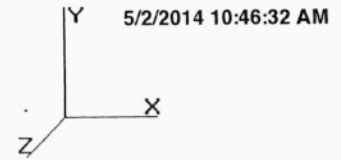
Uplift 167.65 k Moment 1,447.48 k-ft  
 Vert 216.79 k Tot Down Ice 25.13 k  
 Horiz 6.69 k Tot Shear 21.71 k Tot Shear Ice 18.97 k

SEMAAN ENGINEERING SOLUTIONS, LLC  
 1079 N 205th Street  
 Elkhorn, NE 68022  
 Phone: 402-289-1888  
 Fax: 402-289-1861

Site Number: CT59XC922\_FIX  
 Location: Bridgeport, CT

Code: TIA/EIA-222 Rev F

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Gh : 1.16

**Section Forces**

**LoadCase Normal No Ice**

85.00 mph Wind Normal To Face with No Ice

Allow Stress Inc: 1.333  
 Dead LF: 1.000  
 Wind LF: 1.000

Sect Seq	Wind Height (ft)	Wind qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Rr	Eff Area (sqft)	Linear Area (sqft)	Ice		Struct Force (lb)	Linear Force (lb)	Total Force (lb)	Eff Face		
													Linear Area (sqft)	Total Weight (lb)						
12	94.25	24.96	16.26	3.75	0.00	0.32	2.53	1.00	1.00	0.62	18.59	0.00	0.00	932.7	0.0	1,366.41	0.00	1,366.41	1	
11	85.50	24.28	10.22	4.63	0.00	0.45	2.15	1.00	1.00	0.67	13.34	0.00	0.00	614.7	0.0	811.04	0.00	811.04	1	
10	76.50	23.52	17.93	10.20	0.00	0.43	2.21	1.00	1.00	0.66	24.69	0.00	0.00	1,048.7	0.0	1,492.53	0.00	1,492.53	1	
9	67.50	22.69	9.54	5.10	0.00	0.44	2.17	1.00	1.00	0.67	12.96	0.00	0.00	558.1	0.0	741.40	0.00	741.40	1	
8	61.50	22.10	9.54	5.10	0.00	0.44	2.17	1.00	1.00	0.67	12.96	0.00	0.00	558.1	0.0	721.94	0.00	721.94	1	
7	52.50	21.12	19.93	10.48	0.00	0.46	2.13	1.00	1.00	0.68	27.04	0.00	0.00	1,419.2	0.0	1,414.02	0.00	1,414.02	1	
6	43.50	20.02	10.54	5.43	0.00	0.48	2.08	1.00	1.00	0.69	14.28	0.00	0.00	743.9	0.0	691.39	0.00	691.39	1	
5	37.50	19.18	13.54	5.43	0.00	0.57	1.93	1.00	1.00	0.74	17.54	0.00	0.00	1,149.5	0.0	755.03	0.00	755.03	1	
4	31.50	18.50	14.54	5.43	0.00	0.60	1.89	1.00	1.00	0.76	18.64	0.00	0.00	1,221.5	0.0	759.20	0.00	759.20	1	
3	19.50	18.50	41.32	3.16	0.00	0.45	2.16	1.00	1.00	0.67	43.45	0.00	0.00	3,394.4	0.0	2,014.04	0.00	2,014.04	1	
2	7.50	18.50	14.31	0.00	0.00	0.43	2.19	1.00	1.00	0.67	14.31	0.00	0.00	1,151.8	0.0	674.71	0.00	674.71	1	
1	2.25	18.50	11.09	0.00	0.00	0.45	2.16	1.00	1.00	0.67	11.09	0.00	0.00	921.8	0.0	514.78	0.00	514.78	1	
													13,714.4	0.0			11,956.48			

**LoadCase Normal Ice**

73.61 mph Wind Normal To Face with Ice

Allow Stress Inc: 1.333  
 Dead LF: 1.000  
 Wind LF: 1.000

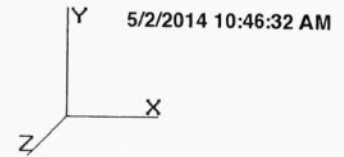
Sect Seq	Wind Height (ft)	Wind qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Rr	Eff Area (sqft)	Linear Area (sqft)	Ice		Struct Force (lb)	Linear Force (lb)	Total Force (lb)	Eff Face		
													Linear Area (sqft)	Total Weight (lb)						
12	94.25	18.72	16.26	11.01	7.26	0.43	2.20	1.00	1.00	0.66	23.58	0.00	0.00	1,482.4	549.7	1,128.47	0.00	1,128.47	1	
11	85.50	18.21	10.22	10.65	6.02	0.63	1.87	1.00	1.00	0.77	18.47	0.00	0.00	1,012.4	397.7	730.15	0.00	730.15	1	
10	76.50	17.64	17.93	22.37	12.17	0.61	1.89	1.00	1.00	0.76	34.93	0.00	0.00	1,772.0	723.2	1,352.46	0.00	1,352.46	1	
9	67.50	17.02	9.54	10.96	5.86	0.62	1.88	1.00	1.00	0.77	17.94	0.00	0.00	943.3	385.1	666.45	0.00	666.45	1	
8	61.50	16.57	9.54	10.96	5.86	0.62	1.88	1.00	1.00	0.77	17.94	0.00	0.00	943.3	385.1	648.96	0.00	648.96	1	
7	52.50	15.84	19.93	23.09	12.61	0.65	1.85	1.00	1.00	0.79	38.10	0.00	0.00	2,183.4	764.3	1,299.88	0.00	1,299.88	1	
6	43.50	15.01	10.54	11.78	6.36	0.68	1.84	1.00	1.00	0.80	20.00	0.00	0.00	1,151.9	408.0	641.74	0.00	641.74	1	
5	37.50	14.39	13.54	11.78	6.36	0.77	1.83	1.00	1.00	0.87	23.79	0.00	0.00	1,459.5	310.0	727.06	0.00	727.06	1	
4	31.50	13.87	14.54	12.24	6.81	0.81	1.85	1.00	1.00	0.91	25.62	0.00	0.00	1,531.5	310.0	762.60	0.00	762.60	1	
3	19.50	13.87	41.32	14.23	11.07	0.56	1.95	1.00	1.00	0.73	51.72	0.00	0.00	4,037.4	643.0	1,624.72	0.00	1,624.72	1	
2	7.50	13.87	14.31	3.31	3.31	0.53	1.99	1.00	1.00	0.72	16.68	0.00	0.00	1,373.4	221.6	535.06	0.00	535.06	1	
1	2.25	13.87	11.09	2.46	2.46	0.55	1.97	1.00	1.00	0.72	12.87	0.00	0.00	1,101.2	179.4	408.45	0.00	408.45	1	
													18,991.7	5,277.3			10,526.00			



SEMAAN ENGINEERING SOLUTIONS, LLC  
 1079 N 205th Street  
 Elkhorn, NE 68022  
 Phone: 402-289-1888  
 Fax: 402-289-1861

Site Number: CT59XC922\_FIX  
 Location: Bridgeport, CT

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Code: TIA/EIA-222 Rev F

Gh : 1.16

**Section Forces**

**LoadCase 45 deg No Ice**

85.00 mph Wind at 45 deg From Face with No Ice

Allow Stress Inc: 1.333  
 Dead LF: 1.000  
 Wind LF: 1.000

Seq	Wind Sect (ft)	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Rr	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)	Eff Face
12	94.25	24.96	16.26	3.75	0.00	0.32	2.53	1.20	1.20	0.62	22.31	0.00	0.00	932.7	0.0	1,639.69	0.00	1,639.69	1	
11	85.50	24.28	10.22	4.63	0.00	0.45	2.15	1.20	1.20	0.67	16.01	0.00	0.00	614.7	0.0	973.25	0.00	973.25	1	
10	76.50	23.52	17.93	10.20	0.00	0.43	2.21	1.20	1.20	0.66	29.63	0.00	0.00	1,048.7	0.0	1,791.04	0.00	1,791.04	1	
9	67.50	22.69	9.54	5.10	0.00	0.44	2.17	1.20	1.20	0.67	15.55	0.00	0.00	558.1	0.0	889.68	0.00	889.68	1	
8	61.50	22.10	9.54	5.10	0.00	0.44	2.17	1.20	1.20	0.67	15.55	0.00	0.00	558.1	0.0	866.33	0.00	866.33	1	
7	52.50	21.12	19.93	10.48	0.00	0.46	2.13	1.20	1.20	0.68	32.45	0.00	0.00	1,419.2	0.0	1,696.82	0.00	1,696.82	1	
6	43.50	20.02	10.54	5.43	0.00	0.48	2.08	1.20	1.20	0.69	17.13	0.00	0.00	743.9	0.0	829.67	0.00	829.67	1	
5	37.50	19.18	13.54	5.43	0.00	0.57	1.93	1.20	1.20	0.74	21.05	0.00	0.00	1,149.5	0.0	906.04	0.00	906.04	1	
4	31.50	18.50	14.54	5.43	0.00	0.60	1.89	1.20	1.20	0.76	22.37	0.00	0.00	1,221.5	0.0	911.04	0.00	911.04	1	
3	19.50	18.50	41.32	3.16	0.00	0.45	2.16	1.20	1.20	0.67	52.14	0.00	0.00	3,394.4	0.0	2,416.85	0.00	2,416.85	1	
2	7.50	18.50	14.31	0.00	0.00	0.43	2.19	1.20	1.20	0.67	17.17	0.00	0.00	1,151.8	0.0	809.65	0.00	809.65	1	
1	2.25	18.50	11.09	0.00	0.00	0.45	2.16	1.20	1.20	0.67	13.31	0.00	0.00	921.8	0.0	617.74	0.00	617.74	1	
														13,714.4	0.0			14,347.78		

**LoadCase 45 deg Ice**

73.61 mph Wind at 45 deg From Face with Ice

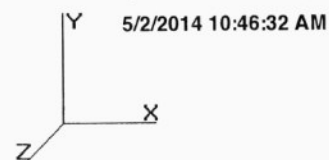
Allow Stress Inc: 1.333  
 Dead LF: 1.000  
 Wind LF: 1.000

Seq	Wind Sect (ft)	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Rr	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)	Eff Face
12	94.25	18.72	16.26	11.01	7.26	0.43	2.20	1.20	1.20	0.66	28.29	0.00	0.00	1,482.4	549.7	1,354.17	0.00	1,354.17	1	
11	85.50	18.21	10.22	10.65	6.02	0.63	1.87	1.20	1.20	0.77	22.16	0.00	0.00	1,012.4	397.7	876.18	0.00	876.18	1	
10	76.50	17.64	17.93	22.37	12.17	0.61	1.89	1.20	1.20	0.76	41.92	0.00	0.00	1,772.0	723.2	1,622.95	0.00	1,622.95	1	
9	67.50	17.02	9.54	10.96	5.86	0.62	1.88	1.20	1.20	0.77	21.53	0.00	0.00	943.3	385.1	799.74	0.00	799.74	1	
8	61.50	16.57	9.54	10.96	5.86	0.62	1.88	1.20	1.20	0.77	21.53	0.00	0.00	943.3	385.1	778.75	0.00	778.75	1	
7	52.50	15.84	19.93	23.09	12.61	0.65	1.85	1.20	1.20	0.79	45.72	0.00	0.00	2,183.4	764.3	1,559.85	0.00	1,559.85	1	
6	43.50	15.01	10.54	11.78	6.36	0.68	1.84	1.20	1.20	0.80	24.00	0.00	0.00	1,151.9	408.0	770.09	0.00	770.09	1	
5	37.50	14.39	13.54	11.78	6.36	0.77	1.83	1.20	1.20	0.87	28.55	0.00	0.00	1,459.5	310.0	872.47	0.00	872.47	1	
4	31.50	13.87	14.54	12.24	6.81	0.81	1.85	1.20	1.20	0.91	30.75	0.00	0.00	1,531.5	310.0	915.12	0.00	915.12	1	
3	19.50	13.87	41.32	14.23	11.07	0.56	1.95	1.20	1.20	0.73	62.06	0.00	0.00	4,037.4	643.0	1,949.66	0.00	1,949.66	1	
2	7.50	13.87	14.31	3.31	3.31	0.53	1.99	1.20	1.20	0.72	20.02	0.00	0.00	1,373.4	221.6	642.07	0.00	642.07	1	
1	2.25	13.87	11.09	2.46	2.46	0.55	1.97	1.20	1.20	0.72	15.45	0.00	0.00	1,101.2	179.4	490.14	0.00	490.14	1	
														18,991.7	5,277.3			12,631.20		

SEMAAN ENGINEERING SOLUTIONS, LLC  
 1079 N 205th Street  
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Site Number: CT59XC922\_FIX  
 Location: Bridgeport, CT  
  
 Code: TIA/EIA-222 Rev F

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## Tower Loading

### Discrete Appurtenance Properties

Attach Elev (ft)	Description	Qty	Weight (lb)	No Ice CaAa (sf)	CaAa Factor	Weight (lb)	Ice CaAa (sf)	CaAa Factor	Distance From Face (ft)	X Angle (deg)	Vert Ecc (ft)
98.17	Stadium Lights	6	106.00	3.960	1.00	106.00	3.960	1.00	0.000	0.00	0.000
95.67	Stadium Lights	5	106.00	3.960	1.00	106.00	3.960	1.00	0.000	0.00	0.000
93.75	26 ft x 12.5 ft mounting frame	2	1000.00	70.000	0.95	1500.00	85.000	0.95	0.000	0.00	0.000
93.50	RR65-18-VDPL2-RW/DT KIT	2	15.50	4.356	0.67	37.92	4.988	0.67	0.000	0.00	0.000
93.17	Stadium Lights	5	106.00	3.960	1.00	106.00	3.960	1.00	0.000	0.00	0.000
91.67	RR65-18-VDPL2-RW/DT KIT	1	15.50	4.356	0.67	37.92	4.988	0.67	0.000	0.00	0.000
85.00	TD-RRH-8X20-25	3	70.00	4.800	0.68	70.00	5.250	0.68	0.000	0.00	0.000
85.00	APXVTM14-C-I20	3	66.00	6.430	0.76	92.44	7.090	0.76	0.000	0.00	0.000
80.00	FD-RRH-2X50-800	3	64.00	2.480	1.08	89.94	2.810	1.08	0.000	0.00	0.000
80.00	FD-RRH-4X45-1900	6	60.00	2.700	0.98	83.13	3.070	0.98	0.000	0.00	0.000
51.75	3.25 ft Standoff	1	25.00	2.000	1.00	63.00	4.340	1.00	0.000	0.00	0.000
51.75	5" x 3" dia GPS	1	3.00	0.500	1.00	6.00	1.000	1.00	0.000	0.00	0.000
<b>Totals</b>		<b>38</b>	<b>4730.50</b>			<b>6134.68</b>			<b>Number of Appurtenances : 12</b>		

### Linear Appurtenance Properties

Elev From (ft)	Elev To (ft)	Description	Qty	Width (in)	Weight (lb/ft)	Pct In Wind	Spread On Faces	Bundling Arrangement
0.00	100.0	Climbing Ladder	1	2.00	6.90	100.00	4	Separate
0.00	98.17	W/G Ladder	1	2.00	6.00	100.00	1	Separate
25.00	95.67	1.32" conduit	2	1.32	0.95	100.00	1	Separate
25.00	93.50	1 5/8" Coax	4	1.98	1.04	50.00	1	Separate
25.00	91.67	1 5/8" Coax	2	1.98	1.04	50.00	1	Separate
25.00	85.00	1-5/8" Hybrid Cable	1	1.62	1.00	100.00	1	Separate
25.00	51.75	1/2" Coax	1	0.65	0.16	100.00	1	Separate

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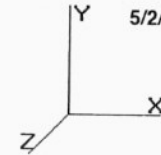
Site Number: CT59XC922\_FIX

Location: Bridgeport, CT

Code: TIA/EIA-222 Rev F

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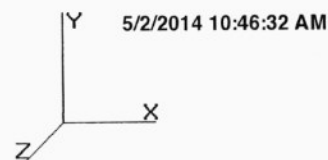
### Force/Stress Summary

Section: 1		X-4.5FT		Bot Elev (ft): 0.00				Height (ft): 4.500							
Max Compression Member		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	MOD - L6x.44+3L3	-205.37	45 deg No Ice	4.50	100	100	100	29.7	36.2	364.30	0	0	0.00	0.00	56 Member Z
HORIZ	SAE - 4X4X0.25	-5.10	Normal No Ice	2.750	100	100	100	41.5	30.1	58.48	0	0	0.00	0.00	8 Member Z
DIAG	SAE - 2X2X0.1875	-10.29	Normal No Ice	5.274	50	75	50	80.3	20.4	14.50	2	1	17.17	21.75	70 Member Z
Max Tension Member		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls				
LEG	MOD - L6x.44+3L3	158.58	Normal No Ice	50	401.99	0	0	0.00	0.00	39	Member				
HORIZ	SAE - 4X4X0.25	5.54	Normal No Ice	50	77.60	0	0	0.00	0.00	7	Member				
DIAG	SAE - 2X2X0.1875	10.20	Normal No Ice	36	16.85	2	1	17.17	17.67	60	Member				
Max Splice Forces		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type								
Top Tension		158.58	Normal No Ice	0.00	0										
Top Compression		205.37	45 deg No Ice	0.00	0										
Bot Tension		167.63	Normal No Ice	250.53	67	2	2 1/2 A36								
Bot Compression		216.71	45 deg No Ice	0.00	0										
Section: 2		X-6FT		Bot Elev (ft): 4.50				Height (ft): 6.000							
Max Compression Member		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	MOD - L6x.44+3L3	-191.54	45 deg No Ice	6.00	100	100	100	39.6	34.5	346.84	0	0	0.00	0.00	55 Member Z
HORIZ	SAE - 2X2X0.1875	-2.39	Normal No Ice	5.500	100	100	100	167.5	7.1	5.04	2	1	17.17	24.37	47 Member Z
DIAG	SAE - 2.5X2.5X0.1875	-10.21	45 deg No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	64 Member Z
Max Tension Member		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls				
LEG	MOD - L6x.44+3L3	151.26	Normal No Ice	50	401.99	0	0	0.00	0.00	37	Member				
HORIZ	SAE - 2X2X0.1875	3.56	Normal No Ice	50	18.89	2	1	17.17	19.80	20	Bolt Shear				
DIAG	SAE - 2.5X2.5X0.1875	9.06	Normal No Ice	36	22.42	2	1	17.17	17.67	52	Bolt Shear				
Max Splice Forces		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type								
Top Tension		144.86	Normal No Ice	0.00	0										
Top Compression		187.62	45 deg No Ice	0.00	0										
Bot Tension		158.58	Normal No Ice	0.00	0										
Bot Compression		205.37	45 deg No Ice	0.00	0										

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**Force/Stress Summary**

Section: 3		X-18FT		Bot Elev (ft): 10.50				Height (ft): 18.000							
Max Compression Member		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	MOD - L6x.44+3L3	-177.70	45 deg No Ice	6.00	100	100	100	39.6	34.5	346.84	0	0	0.00	0.00	51 Member Z
HORIZ	SAE - 2.5X2.5X0.1875	-2.10	Normal No Ice	5.500	100	100	100	133.3	11.2	10.10	2	1	17.17	24.37	20 Member Z
DIAG	SAE - 2.5X2.5X0.1875	-9.06	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	57 Member Z

Max Tension Member		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	MOD - L6x.44+3L3	137.74	Normal No Ice	50	401.99	0	0	0.00	0.00	34	Member
HORIZ	SAE - 2.5X2.5X0.1875	2.40	Normal No Ice	50	25.12	2	1	17.17	19.80	13	Bolt Shear
DIAG	SAE - 2.5X2.5X0.1875	8.82	Normal No Ice	36	22.42	2	1	17.17	17.67	51	Bolt Shear

Max Splice Forces		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type
Top Tension		107.36	Normal No Ice	0.00	0		
Top Compression		137.54	45 deg No Ice	0.00	0		
Bot Tension		144.86	Normal No Ice	0.00	0		
Bot Compression		187.62	45 deg No Ice	0.00	0		

Section: 4		X-6FT		Bot Elev (ft): 28.50				Height (ft): 6.000							
Max Compression Member		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	MOD - L6x.44+3L3	-126.64	45 deg No Ice	6.00	100	100	100	39.6	34.5	346.84	0	0	0.00	0.00	36 Member Z
HORIZ	SAE - 2.5X2.5X0.1875	-1.48	Normal No Ice	5.500	100	100	100	133.3	11.2	10.10	2	1	17.17	24.37	14 Member Z
DIAG	SAE - 2.5X2.5X0.1875	-8.38	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	53 Member Z

Max Tension Member		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	MOD - L6x.44+3L3	100.08	Normal No Ice	50	401.99	0	0	0.00	0.00	24	Member
HORIZ	SAE - 2.5X2.5X0.1875	1.62	Normal No Ice	50	25.12	2	1	17.17	19.80	9	Bolt Shear
DIAG	SAE - 2.5X2.5X0.1875	8.05	Normal No Ice	36	22.42	2	1	17.17	17.67	46	Bolt Shear

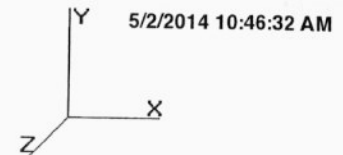
  

Max Splice Forces		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type
Top Tension		95.63	Normal No Ice	0.00	0		
Top Compression		121.87	45 deg No Ice	0.00	0		
Bot Tension		107.36	Normal No Ice	0.00	0		
Bot Compression		137.54	45 deg No Ice	0.00	0		

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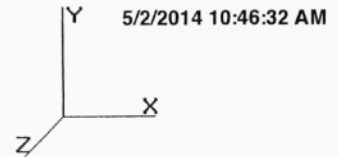
**Force/Stress Summary**

Section: 5		X-6FT		Bot Elev (ft): 34.50				Height (ft): 6.000							
<b>Max Compression Member</b>		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	MOD - L5x.44+3L3	-114.45	45 deg No Ice	6.00	48	48	48	21.9	37.5	343.47	0	0	0.00	0.00	33 Member Z
	HORIZ	0.00		0.000	0	0	0	0.0	0.0	0.00	0	0	0.00	0.00	0
DIAG	SAE - 2.5X2.5X0.1875	-7.98	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	50 Member Z
<b>Max Tension Member</b>		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls				
LEG	MOD - L5x.44+3L3	90.35	Normal No Ice	50	366.79	0	0	0.00	0.00	24	Member				
	HORIZ	0.00		0	0.00	0	0	0.00	0.00	0					
DIAG	SAE - 2.5X2.5X0.1875	7.91	Normal No Ice	36	22.42	2	1	17.17	17.67	46	Bolt Shear				
<b>Max Splice Forces</b>		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type								
Top Tension		84.35	Normal No Ice	0.00	0										
Top Compression		106.85	45 deg No Ice	0.00	0										
Bot Tension		95.63	Normal No Ice	0.00	0										
Bot Compression		121.87	45 deg No Ice	0.00	0										
Section: 6		X-6FT		Bot Elev (ft): 40.50				Height (ft): 6.000							
<b>Max Compression Member</b>		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	SAE - 5X5X0.4375	-98.89	45 deg No Ice	6.00	100	100	100	73.0	27.2	113.53	0	0	0.00	0.00	87 Member Z
	HORIZ	0.00		0.000	0	0	0	0.0	0.0	0.00	0	0	0.00	0.00	0
DIAG	SAE - 2.5X2.5X0.1875	-7.81	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	49 Member Z
<b>Max Tension Member</b>		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls				
LEG	SAE - 5X5X0.4375	78.76	Normal No Ice	50	167.20	0	0	0.00	0.00	47	Member				
	HORIZ	0.00		0	0.00	0	0	0.00	0.00	0					
DIAG	SAE - 2.5X2.5X0.1875	7.59	Normal No Ice	36	22.42	2	1	17.17	17.67	44	Bolt Shear				
<b>Max Splice Forces</b>		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type								
Top Tension		73.33	Normal No Ice	0.00	0										
Top Compression		92.38	45 deg No Ice	0.00	0										
Bot Tension		84.35	Normal No Ice	0.00	0										
Bot Compression		106.85	45 deg No Ice	0.00	0										

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**Force/Stress Summary**

**Section: 7 X-12FT Bot Elev (ft): 46.50 Height (ft): 12.000**

Max Compression Member	Force (kip)	Load Case	Len (ft)	Bracing %				Fa (ksi)	Member			Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
				X	Y	Z	KL/R		Cap (kip)	Num Bolts	Num Holes				
LEG SAE - 5X5X0.4375	-86.03	45 deg No Ice	6.00	100	100	100	73.0	27.2	113.53	0	0	0.00	0.00	75	Member Z
HORIZ SAE - 2.5X2.5X0.1875	-1.05	Normal No Ice	5.500	100	100	100	133.3	11.2	10.10	2	1	17.17	24.37	10	Member Z
DIAG SAE - 2.5X2.5X0.1875	-7.47	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	47	Member Z

Max Tension Member	Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG SAE - 5X5X0.4375	68.44	Normal No Ice	50	167.20	0	0	0.00	0.00	40	Member
HORIZ SAE - 2.5X2.5X0.1875	1.06	Normal No Ice	50	25.12	2	1	17.17	19.80	6	Bolt Shear
DIAG SAE - 2.5X2.5X0.1875	7.43	Normal No Ice	36	22.42	2	1	17.17	17.67	43	Bolt Shear

Max Splice Forces	Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type
Top Tension	52.22	Normal No Ice	0.00	0		
Top Compression	65.47	45 deg No Ice	0.00	0		
Bot Tension	73.33	Normal No Ice	0.00	0		
Bot Compression	92.38	45 deg No Ice	0.00	0		

**Section: 8 X-6FT Bot Elev (ft): 58.50 Height (ft): 6.000**

Max Compression Member	Force (kip)	Load Case	Len (ft)	Bracing %				Fa (ksi)	Member			Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
				X	Y	Z	KL/R		Cap (kip)	Num Bolts	Num Holes				
LEG SAE - 4X4X0.25	-58.09	45 deg No Ice	6.00	48	48	48	43.5	29.8	57.91	0	0	0.00	0.00	100	Member Z
HORIZ	0.00		0.000	0	0	0	0.0	0.0	0.00	0	0	0.00	0.00	0	
DIAG SAE - 2.5X2.5X0.1875	-7.01	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	44	Member Z

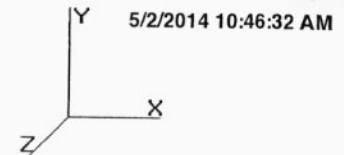
Max Tension Member	Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG SAE - 4X4X0.25	46.80	Normal No Ice	50	77.60	0	0	0.00	0.00	60	Member
HORIZ	0.00		0	0.00	0	0	0.00	0.00	0	
DIAG SAE - 2.5X2.5X0.1875	6.76	Normal No Ice	36	22.42	2	1	17.17	17.67	39	Bolt Shear

Max Splice Forces	Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type
Top Tension	42.19	Normal No Ice	0.00	0		
Top Compression	52.93	45 deg No Ice	0.00	0		
Bot Tension	52.22	Normal No Ice	0.00	0		
Bot Compression	65.47	45 deg No Ice	0.00	0		

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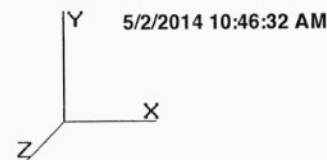
**Force/Stress Summary**

Section: 9		X-6FT MOD		Bot Elev (ft): 64.50		Height (ft): 6.000						Shear Bear		Use		
Max Compression Member		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Cap (kip)	Cap (kip)	%	Controls	
LEG	SAE - 4X4X0.25	-47.76	45 deg No Ice	6.00	48	48	48	43.5	29.8	57.91	0	0	0.00	0.00	82	Member Z
HORIZ		0.00		0.000	0	0	0	0.0	0.0	0.00	0	0	0.00	0.00	0	
DIAG	SAE - 2.5X2.5X0.1875	-6.63	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	41	Member Z
Max Tension Member		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls					
LEG	SAE - 4X4X0.25	37.86	Normal No Ice	50	77.60	0	0	0.00	0.00	48	Member					
HORIZ		0.00		0	0.00	0	0	0.00	0.00	0						
DIAG	SAE - 2.5X2.5X0.1875	6.62	Normal No Ice	36	22.42	2	1	17.17	17.67	38	Bolt Shear					
Max Splice Forces		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type									
Top Tension		32.42	Normal No Ice	0.00	0											
Top Compression		41.18	45 deg No Ice	0.00	0											
Bot Tension		42.19	Normal No Ice	0.00	0											
Bot Compression		52.93	45 deg No Ice	0.00	0											
Section: 10		X-12FT		Bot Elev (ft): 70.50		Height (ft): 12.000						Shear Bear		Use		
Max Compression Member		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Cap (kip)	Cap (kip)	%	Controls	
LEG	SAE - 4X4X0.25	-34.90	45 deg No Ice	6.00	100	100	100	90.6	21.0	40.72	0	0	0.00	0.00	85	Member Z
HORIZ	SAE - 2.5X2.5X0.1875	-0.49	45 deg No Ice	5.500	100	100	100	133.3	11.2	10.10	2	1	17.17	24.37	4	Member Z
DIAG	SAE - 2.5X2.5X0.1875	-6.41	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	40	Member Z
Max Tension Member		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls					
LEG	SAE - 4X4X0.25	27.35	Normal No Ice	50	77.60	0	0	0.00	0.00	35	Member					
HORIZ	SAE - 2.5X2.5X0.1875	0.87	Normal No Ice	50	25.12	2	1	17.17	19.80	5	Bolt Shear					
DIAG	SAE - 2.5X2.5X0.1875	6.33	Normal No Ice	36	22.42	2	1	17.17	17.67	36	Bolt Shear					
Max Splice Forces		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type									
Top Tension		13.80	Normal No Ice	0.00	0											
Top Compression		19.76	45 deg No Ice	0.00	0											
Bot Tension		32.42	Normal No Ice	0.00	0											
Bot Compression		41.18	45 deg No Ice	0.00	0											

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**Force/Stress Summary**

Section: 11		X-6FT		Bot Elev (ft): 82.50				Height (ft): 6.000							
Max Compression Member		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	SAE - 4X4X0.25	-13.16	45 deg No Ice	6.00	100	100	100	90.6	21.0	40.72	0	0	0.00	0.00	32 Member Z
HORIZ	SAU - 4X3X0.25	-2.70	Normal No Ice	5.500	100	100	100	101.4	18.6	31.41	2	1	17.17	32.50	15 Bolt Shear
DIAG	SAE - 2.5X2.5X0.1875	-6.04	Normal No Ice	8.139	50	75	50	98.7	17.5	15.81	2	1	17.17	21.75	38 Member Z

Max Tension Member		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	SAE - 4X4X0.25	10.28	Normal No Ice	50	77.60	0	0	0.00	0.00	13	Member
HORIZ	SAU - 4X3X0.25	1.99	45 deg No Ice	50	49.34	2	1	17.17	26.41	11	Bolt Shear
DIAG	SAE - 2.5X2.5X0.1875	4.37	Normal No Ice	36	22.42	2	1	17.17	17.67	25	Bolt Shear

Max Splice Forces		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type
Top Tension		6.27	Normal No Ice	0.00	0		
Top Compression		10.82	45 deg No Ice	0.00	0		
Bot Tension		13.80	Normal No Ice	0.00	0		
Bot Compression		19.76	45 deg No Ice	0.00	0		

Section: 12		Z-11.5FT		Bot Elev (ft): 88.50				Height (ft): 11.500							
Max Compression Member		Force (kip)	Load Case	Len (ft)	Bracing %			Fa (ksi)	Member Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	SAE - 4X4X0.25	-9.94	Normal No Ice	5.75	100	100	100	86.8	21.8	42.33	0	0	0.00	0.00	23 Member Z
HORIZ	SAU - 4X3X0.25	-3.87	Normal No Ice	5.500	100	100	100	101.4	18.6	31.41	2	1	17.17	32.50	22 Bolt Shear
DIAG	SAE - 2.5X2.5X0.1875	-3.71	45 deg No Ice	7.957	50	75	50	96.4	17.9	16.14	2	1	17.17	21.75	23 Member Z

Max Tension Member		Force (kip)	Load Case	Fy (ksi)	Cap (kip)	Num Bolts	Num Holes	Shear Cap (kip)	Bear Cap (kip)	Use %	Controls
LEG	SAE - 4X4X0.25	2.69	45 deg No Ice	50	77.60	0	0	0.00	0.00	3	Member
HORIZ	SAU - 4X3X0.25	2.38	45 deg No Ice	50	49.34	2	1	17.17	26.41	13	Bolt Shear
DIAG	SAE - 2.5X2.5X0.1875	9.43	Normal No Ice	36	22.42	2	1	17.17	17.67	54	Bolt Shear

Max Splice Forces		Force (kip)	Load Case	Capacity (kip)	Use %	Num Bolts	Bolt Type
Top Tension		0.00		0.00	0		
Top Compression		0.50	45 deg Ice	0.00	0		
Bot Tension		6.27	Normal No Ice	0.00	0		
Bot Compression		10.82	45 deg No Ice	0.00	0		

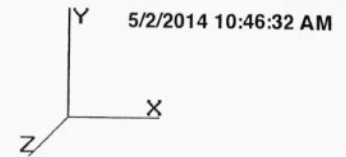


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**Support Forces Summary**

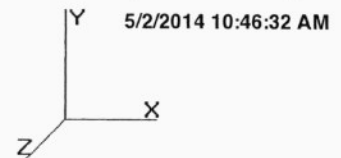
Load Case	Node	FX (kip)	FY (kip)	FZ (kip)	(-) = Uplift (+) = Down
45 deg Ice	1c	-3.25	-18.70	-1.91	
	1b	-4.52	-133.42	-3.58	
	1a	-2.88	-16.01	-4.21	
	1	-2.76	193.25	-3.71	
45 deg No Ice	1c	-3.46	-22.53	-2.38	
	1b	-5.09	-155.39	-3.99	
	1a	-3.49	-20.43	-4.56	
	1	-3.32	216.79	-4.42	
Normal Ice	1c	-0.21	63.20	-2.66	
	1b	-0.91	-53.18	-3.11	
	1a	0.94	-142.94	-5.91	
	1	0.17	158.03	-5.18	
Normal No Ice	1c	-0.06	69.21	-3.26	
	1b	-0.86	-61.95	-3.32	
	1a	0.93	-167.55	-6.63	
	1	-0.02	178.73	-6.12	

Max Uplift:	167.55 (kip)	Moment:	1,447.48 (ft-kip)	45 deg No Ice
Max Down:	216.79 (kip)	Total Down:	18.44 (kip)	
Max Shear:	6.69 (kip)	Total Shear:	21.71 (kip)	

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### Deflections and Rotations

Load Case	Elevation (ft)	Deflection (ft)	Twist (deg)	Sway (deg)
73.61 mph Wind at 45 deg From Face with Ice	52.50	0.2347	-0.0006	0.4729
	82.50	0.5684	-0.0003	0.7556
	94.25	0.7318	0.0000	0.8058
	100.00	0.8114	-0.0009	0.7865
73.61 mph Wind Normal To Face with Ice	52.50	0.2473	-0.0002	0.5060
	82.50	0.6190	0.0001	0.8643
	94.25	0.8046	0.0007	0.9195
	100.00	0.8947	0.0001	0.8889
85.00 mph Wind at 45 deg From Face with No Ice	52.50	0.2667	-0.0008	0.5377
	82.50	0.6467	-0.0005	0.8613
	94.25	0.8327	0.0000	0.9170
	100.00	0.9233	-0.0011	0.8948
85.00 mph Wind Normal To Face with No Ice	52.50	0.2850	-0.0003	0.5827
	82.50	0.7180	0.0003	1.0107
	94.25	0.9356	0.0008	1.0805
	100.00	1.0417	0.0000	1.0468
		0.0000	0.0000	0.0000

**Item# \*156-14 Consent Calendar**

Grant Submission: re Greater Bridgeport Regional Council (GBRC) for a Tulip Museum-Brownfield Revolving Loan Fund to be used for cleaning up Brownfield sites throughout the City. (Project # 16446).

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**Report  
of  
Committee  
on**

**CEQA & Environment**

**Submitted: October 19, 2015**

**Adopted:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

*Fleeta C. Hudson*

**Fleeta C. Hudson, City Clerk**

\_\_\_\_\_

**Approved by:** \_\_\_\_\_

***Bill Finch, Mayor***



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*156-14 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Tulip Museum- Brownfield Revolving Loan Fund through Greater Bridgeport  
Regional Council (Project # 16446)**

**WHEREAS**, the Greater Bridgeport Regional Council (GBRC) is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this financial assistance has been made possible through the Greater Bridgeport Regional Council's (GBRC) Regional Brownfield Revolving Loan Fund Program; and

**WHEREAS**, financial assistance under this grant will be used to remediate and clean up contaminated property at 1149 Main Street, Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office and the Office of Planning and Economic Development submits an application to the Greater Bridgeport Regional Council (GBRC) for Funding for the purpose of environmental remediation; Now, therefore be it hereby

**RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the Greater Bridgeport Regional Council (GBRC) to provide financial assistance for environmental remediation of contaminated land parcels and/or properties to position them for redevelopment.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, David Kooris, to execute and file such application with the Greater Bridgeport Regional Council (GBRC) for the Funds and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.




Report of Committee on ECD and Environment  
\*156-14 Consent Calendar


-2-

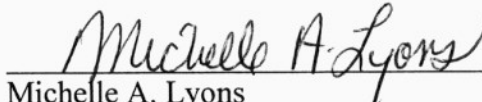
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


  
Lydia N. Martinez, Co-Chair

  
Jack O. Banta, Co-Chair

  
Mary A. McBride-Lee

  
Jose R. Casco

  
Michelle A. Lyons

  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez

**Item# \*157-14 Consent Calendar**

Grant Submission: re FY2015 Supplemental Funding for Brownfields Revolving Loan Fund (RLF) (Project #15261).

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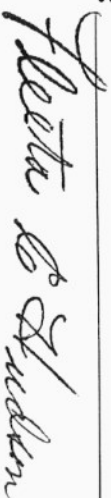


**Report  
of  
Committee  
on**

**CEQA & Environment**

**Submitted: October 19, 2015**

**Adopted:**

**Attest:**   
\_\_\_\_\_  
**Fleeta C. Hudson, City Clerk**

**Approved by:**

***Bill Finch, Mayor***



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*157-14 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Fiscal Year (FY) 2015 Supplemental Funding for Brownfields Revolving Loan Fund (RLF)  
(Project # 15261)**

**WHEREAS**, the United States Environmental Protection Agency (EPA) is authorized to extend financial assistance to municipalities in the form of grants; and

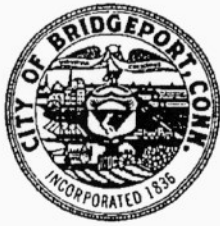
**WHEREAS**, this financial assistance has been made possible through the United States Environmental Protection Agency's FY 2015 Supplemental Funding for Brownfield Revolving Loan Fund Grantees; and

**WHEREAS**, financial assistance under this grant will be used to remediate contaminated properties throughout the City of Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office and the Office of Planning and Economic Development submits an application to the United States Environmental Protection Agency (EPA) for a FY 2015 Supplemental Funding for Brownfield Revolving Loan Fund for the purpose of environmental remediation; Now, therefore be it hereby

### **RESOLVED BY THE CITY COUNCIL:**

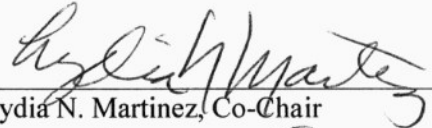
1. That it is cognizant of the City's grant application to and contract with the United States Environmental Protection Agency (EPA) to provide financial assistance for environmental remediation of contaminated land parcels and/or properties to position them for redevelopment.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, David Kooris, to execute and file such application with the United States Environmental Protection Agency (EPA) for the FY 2015 Supplemental Funding for Brownfield Revolving Loan Fund and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*157-14 Consent Calendar

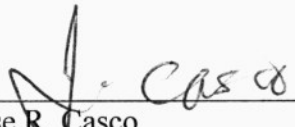
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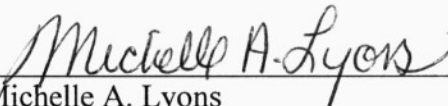
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Lydia N. Martinez, Co-Chair

  
Jack O. Banta, Co-Chair

  
Mary A. McBride-Lee

  
Jose R. Casco

  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez



**Item# \* 169-14 Consent Calendar**

Resolution Authorizing the Disposition of City Owned  
Property Located at 247 Colorado Avenue.

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**Report  
of  
Committee**

**CD&E Environment**

Submitted: October 19, 2015

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

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Approved by: \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*169-14 Consent Calendar**

### **A Resolution Authorizing The Disposition of 247 Colorado Avenue**

**WHEREAS**, the City of Bridgeport is the owner via foreclosure of 247 Colorado Avenue, which is a 50' x 137' lot containing a multi-family residential structure that is currently vacant and blighted (the "Property"); and

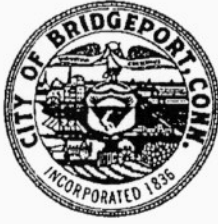
**WHEREAS**, the City issued an RFP for the redevelopment of this Property on October 2, 2014 thru December 20, 2014; and

**WHEREAS**, the City received one response to the RFP from Mr. Joel Gonzalez of 909 Maplewood Avenue in Bridgeport (the "Developer"); and

**WHEREAS**, the Developer proposes to pay the City \$3500 for the Property and to invest \$75,000 in its redevelopment and to complete work by September of 2016; and

**WHEREAS**, the City wishes to make such sale to remove the blighted influence on the block and to stabilize the neighborhood; Now, therefore be it

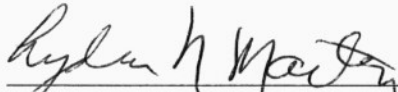
**RESOLVED**, that the Director of OPED is authorized to negotiate and conclude the Sale of the Property in a manner consistent with this resolution.



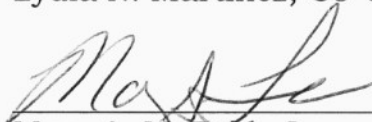
Report of Committee on ECD and Environment  
**\*169-14 Consent Calendar**

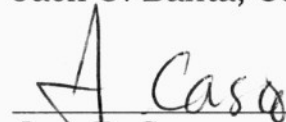
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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Lydia N. Martinez, Co-Chair

  
Jack O. Banta, Co-Chair

  
Mary A. McBride-Lee

  
Jose R. Casco

  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez

**Item# \* 170-14 Consent Calendar**

Resolution regarding the Reconstruction of Seaview Avenue from Barnum Avenue to Boston Avenue and the extension of Seaview Avenue to the Lake Success Eco Technology Park.

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**Report  
of  
Committee  
on**

**CEQA & Environment**

**Submitted: October 19, 2015**

**Adopted:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

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**Approved by:** \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*170-14 Consent Calendar**

**Amended Resolution by the Bridgeport City Council  
Regarding Reconstruction of  
Seaview Avenue from Barnum Avenue  
To Boston Avenue and the Extension of Seaview Avenue  
To the Lake Success Eco Technology Park**

**WHEREAS**, the City of Bridgeport ("City") seeks the reconstruction of Seaview Avenue, between the streets of Barnum Avenue and Boston Avenue. Additionally, the City will look to extend Seaview Avenue from Boston Avenue to the Lake Success Eco Technology Park; and

**WHEREAS**, the City, can receive funding for the preliminary engineering phase of this project together with repaving and streetscape improvements to Seaview Avenue for approximately 5,400 feet through earmarks from the Federal Highway Administration to be administered through the Connecticut State Department of Transportation in accordance with the attached Agreement Between the State of Connecticut and City of Bridgeport bearing Federal-Aid Project No. H072(001), State Project No. 15-371 for the amount of \$1,950,000 containing a 20% municipal match of \$390,000 ("Grant"); and

**WHEREAS**, funding for this phase of the overall Seaview Avenue Project is evidenced by the Agreement between the City and State attached hereto and made a part hereof as Exhibit A-1; and

**WHEREAS**, it is in the best interest of the City of Bridgeport to facilitate reinvestment in this extremely important development corridor; and

**WHEREAS**, the *Mayor* and the City Council of the City of Bridgeport will consider the concerns and comments of the residents, agencies and groups affected by the proposed project throughout the planning process; Now, therefore be it hereby

**RESOLVED**, that the City Council of the City of Bridgeport finds that the proposed project is in the best interests of the City of Bridgeport, and will promote the health, safety and general welfare of its residents and provide convenience and safety of the public; and

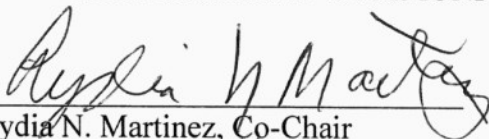


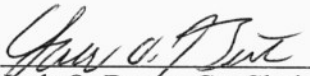
Report of Committee on ECD and Environment  
\*170-14 Consent Calendar

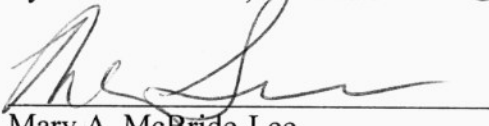
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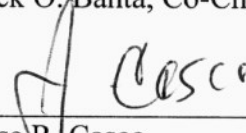
**BE IT FURTHER RESOLVED**, that the *Mayor* or his designee, the Director of the Office of Planning and Economic Development, is authorized to execute the attached Grant Agreement with the State of Connecticut Department of Transportation attached hereto as Exhibit A-1, and take any and all other reasonable and necessary actions and execute such documents as may be required and approved by the Office of the City Attorney as related to the authorization under this Resolution, consistent with the Grant, this resolution, and implementation of this project as are in the best interests of the City of Bridgeport.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Lydia N. Martinez, Co-Chair

  
Jack O. Banta, Co-Chair

  
Mary A. McBride-Lee

  
Jose R. Casco

  
Michelle A. Lyons

  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez

Agreement No.  
CORE ID No.

AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT  
AND  
THE CITY OF BRIDGEPORT  
FOR THE  
DEVELOPMENT OF AN ENGINEERING STUDY AND  
CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES  
FOR  
THE SEAVIEW AVENUE CORRIDOR PROJECT  
UTILIZING FEDERAL FUNDS UNDER THE  
HIGH PRIORITY PROJECTS PROGRAM

RECEIVED  
CITY CLERK'S OFFICE  
OCT 15 A 9:54  
ATTORNEY GENERAL

State Project No. 15-371

Federal-Aid Project No. H072(001)

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604, acting herein by the Honorable Bill Finch, Mayor, hereunto duly authorized, hereinafter referred to as the "Municipality", or collectively referred to as the "Parties".

WITNESSETH, THAT,

WHEREAS, the Municipality has requested that design activities be undertaken in conjunction with repaving and streetscape improvements on Seaview Avenue for approximately 2,400 feet and construction of a new arterial roadway for a distance of approximately 3,000 feet, hereinafter referred to as "improvements," and

WHEREAS, said improvements include, but are not limited to, repaving, new traffic signals, and streetscape improvements on Seaview Avenue between Barnum Avenue and Boston Avenue (US Route 1), realignment of the intersection of Seaview and Boston Avenues, and construction of a new arterial roadway north of Boston Avenue to provide access to the proposed Lake Success Business Park, herein identified as State Project No. 15-371 and Federal-aid Project No. H072(001), hereinafter referred to as the Project, and

WHEREAS, the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provide authorization “for Federal-aid highways, highway safety programs, and transit programs, and for other purposes,” and

WHEREAS, Title 23, United States Code, Chapter 1, Section 117(a)(1), authorizes the Secretary of Transportation to establish a High Priority Projects Program (HPPP), and

WHEREAS, the Project is eligible for funding under the HPPP as defined in Title I, Section 1601 of TEA-21 and Title I, Section 1701 of SAFETEA-LU, and

WHEREAS, the Project is listed and briefly described in Title I, Section 1602 of TEA-21 and Title I, Section 1702 of SAFETEA-LU, and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that the Commissioner of Transportation is authorized... “(b) to apply for and to obtain moneys, grants, or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.”, and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project related design activities could be authorized.

NOW, THEREFORE, KNOW YE THAT:  
THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term “Claims” as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term “Municipality Parties” as used herein is defined as a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

The term “Project” as used herein is defined as repaving, new traffic signals, and streetscape improvements on Seaview Avenue between Barnum Avenue and Boston Avenue (US Route 1), realignment of the intersection of Seaview and Boston Avenues, and construction of a new arterial roadway north of Boston Avenue to provide access to the proposed Lake Success Business Park.



The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

#### ARTICLE I. THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State and consultant(s) to provide for the proper interchange of information concerning the Project. The signatory of this Agreement or his/her successor thereto will be considered the liaison unless other provisions are made. The liaison will be responsible for coordination with municipal agencies, monitoring consultant progress, and assuring that prime consultant(s) conform to disadvantaged business enterprise requirements.

(2) Design the Project to standards acceptable to the State and the Federal Highway Administration and within the designated time frame established for the Project.

(3) Use the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipal Administered Projects," dated November 2007, to retain or employ assistants or consultants for the development of the required contract plans, specifications, estimates, and other project information, reports, statements, studies and environmental permit applications. Written documentation of procedures utilized for retention, employment or selection of such assistants and/or consultants shall be provided to the State.

(4) Submit to the State for review, before execution, any proposed agreements between the Municipality and its consultant(s), to affirm compliance with State and Federal requirements. Written approval of all agreements, supplements to agreements, and extra work claims pertaining to the Project will be obtained from the State before work is authorized by the Municipality.

(5) Agree that no reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval of same.

(6) The Municipality hereby acknowledges and agrees to comply with the guidelines set forth in Exhibit A, Schedule 1 (attached hereto), Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants and the Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, set forth in Exhibit A, Schedule 2 (attached hereto).

If the Federal Highway Administration's approval is required prior to entering into a supplemental agreement, as stipulated in the attached Policy Statement, the Municipality must

submit their request to the initiating unit. The initiating unit will forward the Municipality's request to the Federal Highway Administration for review and provide the Municipality with the Federal Highway Administration's decision.

The Municipality shall ensure that all parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

(7) Pay for professional engineering services or other assistance in developing the construction contract plans, specifications, estimates, specialized reports, and preliminary right-of-way activities for the Project. Approved expenditures will be reimbursed by the State under the provisions of Article I., Paragraph (9); Article II., Paragraph (24); and Article III., Paragraph (31) of this Agreement.

(8) Agree, in the event municipal equipment is used to obtain test pit or other information for the development of plans, specifications and estimates, that equipment rates, based on a municipal audit acceptable to the State, will be used for billing. In the absence of acceptable municipal rates, the rental rate shall be established in accordance with Section 1.09.04(d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction - Form 816," and Supplemental Specifications, as revised.

(9) Submit invoices titled "Invoice Summary and Processing Form (ISP)", municipal certification of the invoices, supporting payroll data, and direct cost charges for expenses incurred for maximum periods of sixty (60) days during active design periods of the Project. Each voucher submitted for payment will be accompanied by a progress report certified by the Municipality of the phase of work and percentage of work completed for the invoice period. Municipal costs shall be limited to actual payroll, fringe benefits associated with payroll and approved direct cost charges for the Project. A listing of all municipal personnel, including titles, salaries or rates of pay, and fringe benefit factor will be provided to the State by the Municipality prior to the start of work for all municipal personnel to be assigned to engineering activities on the Project.

(10) Acknowledge and agree to comply with the requirements of "Agreements with Goals, Special Provisions, Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects," set forth in Exhibit A, Schedule 3 (attached herewith), dated October 16, 2000, as may be revised from time to time.

(11) Reimburse the State for all expenditures incurred by the State on the Project in the event the Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," Federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

(12) Conduct a public involvement program in compliance with State requirements.

(13) Submit to the State for review, any plans, specifications, estimates, and other information developed for the Project by municipal engineering forces or by its consultant. Such plans, specifications, estimates, and other information shall be submitted to the State in accordance with the Consultant Administration & Project Development Manual of the Department of Transportation, as revised.

(14) Permit the State and Federal Highway Administration to review, at any time, all work performed under the terms of this Agreement.

(15) Issue an appropriate order to any utility to readjust or relocate in or remove its utility facility located within the municipal right-of-way and shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article I., Paragraph (15), shall become the responsibility of the Municipality.

(16) Assume full legal responsibility for the accuracy of all products of its work or that of its consultant or other assistants under this Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer's Seal of the municipal engineer and/or its consultant engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In addition, the title sheet(s) of all plans and/or documents shall be signed by the authorized individual within the Municipality responsible for receipt of "official notices."

(17) With respect to the operations that the Municipality performs or engages a design consultant to perform, and also those that are performed by subconsultants of the design consultant, in conjunction with the Project, the Municipality shall carry, and/or shall require its design consultant (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, the following insurance:

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the State being named an

additional insured party.

(b) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Construction Project, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the State being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000), with the State being named an additional insured party.

(c) Valuable Papers Insurance Policy until the work has been completed and accepted by the State. Said Policy will assure the State that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or other cause. The Municipality, or its consultants and/or subconsultants, shall retain in its possession duplications of all survey plans and field notes, and duplications of all products of its work under this Agreement, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This Policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000) when the insured items are in its possession, and in the amount of Twenty Thousand Dollars (\$20,000) regardless of the physical location of the insured items.

(d) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(e) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Agreement as the same relates to negligent acts, errors or omissions in the work performed by the Municipality, design consultant, or subconsultant, as applicable. The Municipality, design consultant, or subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a clause the Municipality, design consultant, or subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, design consultant, or subconsultant shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or Project subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, design consultant, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, design consultant, or subconsultant under this Agreement.

(f) In the event the Municipality, design consultant, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the State of Connecticut must be named as an additional insured on that policy.

(g) Said coverages must be provided by an insurance company or companies satisfactory to the State, except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the State accept coverage provided under a municipal self insurance program. If requested by the State, the Municipality must provide evidence of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self insurance program. If such self-insurance coverage with respect to any insurance required herein is acceptable to the State, in its sole discretion, then the Municipality shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

(h) The Municipality shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. The Municipality shall insert this required provision into its agreements with its design consultant, if applicable, and shall require its design consultant to insert this required provision into its agreements with its subconsultants.

(18) Agree that the State, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the State or may become necessary as a result of the Municipality's and/or its consultant's failure to render to the State's satisfaction the services required under this Agreement, including the progress of work on such services. Upon receipt of written notification from the State that this Agreement is to be terminated, the Municipality and/or its consultant shall immediately cease operations on work being performed under this Agreement and shall assemble all material that has been prepared, developed, furnished, or otherwise obtained under the terms of this Agreement. Said materials shall include, but not be limited to, documents, plans, computations, drawings, notes, records and correspondence. The State shall review this material and will determine the amount of acceptable work performed under the terms of this Agreement. The Municipality agrees to accept the State's evaluation of the percent of work completed to the date of suspension, postponement, abandonment or termination.

(19) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements," a copy of which is attached hereto and hereby made part of this Agreement.

(20) Deposit with the State, upon demand, a sum of Forty Thousand Dollars (\$40,000), as described in Article III., Paragraph (31) hereof, which sum represents the Municipal twenty percent (20%) share of the estimated cost of all participating services provided by the State.

(21) Agree that in the event the right-of-way acquisition phase, or the construction phase, does not commence by the close of the tenth (10<sup>th</sup>) Federal fiscal year following the Federal fiscal year in which the Preliminary Engineering phase is authorized, the Municipality will reimburse the State, when requested, the sum or sums expended by the State for all costs associated with this Agreement.

(22) (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(23) Agree that nothing in this Agreement shall preclude the Municipality from asserting its

Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

ARTICLE II. THE STATE SHALL:

(24) Use apportionments made available to the State under the provisions of the High Priority Projects Program to reimburse the Municipality for the Federal share of participating Project costs. Eighty percent (80%) of the certified amount expended by the Municipality and/or its consultant and approved by the State as participating Project costs under the terms of this Agreement will be reimbursed by the State.

(25) Provide services which may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Project.

ARTICLE III. THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(26) That final payment will be based on a post-engineering audit performed by the State using the percentages set forth in Article II., Paragraph (24), and Article III., Paragraph (31) of this Agreement. The Municipality is also required to perform an audit in accordance with Article (5) of Exhibit A.

(27) To enter into agreements relative to acquisition of rights-of-way, construction, and utility adjustments with municipally-owned facilities as are necessary to complete the Project.

(28) That this Agreement shall terminate when one of the following conditions is met:

(a) Upon satisfactory completion of the conditions stated herein.

(b) Upon mutual consent of the Municipality, the State, and the Federal Highway Administration.

(c) Upon written notice from the State that the Agreement is terminated, including cancellation or termination by the State Labor Commissioner under the terms of this Agreement.

(29) That any Official Notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

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

(ii) When the Municipality is to receive such Notice -

Mayor  
City of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street  
Bridgeport, Connecticut 06604;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(30) (a) That if the extra work requested, in writing, by the Municipality results in an accumulative cost less than the amount identified under Item B of Article III., Paragraph (31) hereof,



said cost shall be funded under the terms of this Agreement: if the State granted written approval of said cost increases.

(b) If the extra work requested, in writing, by the Municipality results in an accumulative cost greater than the amount identified under Item B of Article III., Paragraph (31) hereof, the State and Municipality shall enter into a supplemental agreement, if HPPP funding is available and the State granted written approval of said cost increases.

(c) If the actual expenditures incurred by the State result in an accumulative cost less than the amount identified under Items (C+D) of Article III., Paragraph (31) hereof, said expenditures shall be funded under the terms of this Agreement.

(d) If the actual expenditures incurred by the State result in an accumulative cost greater than the amount identified under Items (C+D) of Article III., Paragraph (31) hereof, the State and the Municipality shall enter into a supplemental agreement, if HPPP funding is available.

(31) That the estimated cost for the preliminary engineering phase of the Project is as follows:

ESTIMATED ENGINEERING COSTS

State Project No. 15-371	Federal-aid Project No. H072(001)
A. Municipal Cost.....	\$1,575,000
B. Municipal Extra Work Allowance .....	\$ 175,000
C. State Cost.....	\$ 180,000
D. State Extra Work Allowance .....	\$ 20,000
E. Total Costs (A+B+C+D).....	\$1,950,000
F. Federal Share (80% of E).....	\$1,560,000
G. Municipal Share (20% of E).....	\$ 390,000
H. Maximum Amount of Reimbursement to Municipality (80% of A+B).....	\$1,400,000
I. Amount to be deposited by the Municipality in accordance with Article I, Paragraph (20) of this Agreement (20% of C+D).....	\$ 40,000

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Million Four Hundred Thousand Dollars (\$1,400,000) unless revised under the provisions of Article III., Paragraph (30) of this Agreement.

(32) That the State will assume no liability for payment under the terms of this Agreement until the State has received Federal authorization to proceed with the preliminary engineering phase of the Project and the Municipality is notified, in writing, by the State that said Agreement has been approved by the Attorney General of the State of Connecticut. A written notice to proceed with design activities will be issued by the State upon execution of the Agreement.

(33) The Agreement itself is not an authorization for the Municipality to begin the Project or begin performance in any way. The Municipality may begin the Project or begin performance only after it has received written Official Notice to proceed order against the Agreement. A Municipality's commencement of the Project or commencing performance without Official Notice in accordance with this Article III., Paragraph (33) does so at the Municipality's own risk.

(34) That the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(35) The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this paragraph conflicts with any other paragraph, this paragraph shall govern.

(36) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

Agreement No.

The Parties have executed this Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT  
Department of Transportation  
James Redeker, Commissioner

By \_\_\_\_\_ (Seal)  
Thomas A. Harley, P.E.  
Bureau Chief  
Bureau of Engineering and  
Construction

Date: \_\_\_\_\_

CITY OF BRIDGEPORT

By \_\_\_\_\_ (Seal)  
Bill Finch  
Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_

## EXHIBIT A

### ADMINISTRATIVE AND STATUTORY REQUIREMENTS

#### THE MUNICIPALITY AGREES:

(1) That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

(2) To acknowledge and agree to comply with the policies enumerated in this Exhibit A, Schedule 4 (attached hereto), "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: "Code of Ethics Policy," June 1, 2007.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and

purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(4) As a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances in this Exhibit A, Schedule 5 (attached hereto).

(5) That the municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The municipality receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ Sections 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See Exhibit A, Schedule 6, attached herewith entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years

after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request. The audited municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The municipality shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(6) Certification for Federal-Aid Contracts-(For contracts exceeding \$100,000)

That the Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the Disclosure Form-LLL in this Exhibit A, Schedule 7 (attached hereto), shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, or Proposal that he/she/it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. **These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.**

(7) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the

State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

(8) That when the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

POLICY NO. F&A-30  
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

Stephen E. Korta, II  
Commissioner



Schedule 2



**STATE OF CONNECTICUT**  
*OFFICE OF POLICY AND MANAGEMENT*

November 21, 1996

**GENERAL LETTER NO. 97-1**

**TO:** All State Agencies

**FROM:** Michael W. Kozlowski, Secretary  
Office of Policy & Management

**SUBJECT:** **Contract Fees for Architects, Engineers and Consultants on State Projects**

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals -Maximum of \$35/hour
  - A. Corporations Principal is defined as follows:
    - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
    - b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

### Schedule 3

AGREEMENTS WITH GOALS  
SPECIAL PROVISIONS  
DISADVANTAGED BUSINESS ENTERPRISES  
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS  
FOR FEDERAL FUNDED PROJECTS

Revised — October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "CDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 — "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT- assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
  1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
  2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - vi. Women;
    - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

## II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.

- B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT's Division of Contract Compliance.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.
- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:
  - 1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
  - 2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
  - 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
  - 4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.
  - 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

- G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

### III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. Contract goal for DBE participation equaling 12 percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate can not be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Contractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DBE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

- D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.
- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

#### IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:
  - 1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and
  - 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
  - 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

## VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;
  2. a statement setting forth all parts of the Contract that are likely to be sublet;
  3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
  4. copies of all letters sent to DBEs;
  5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
  6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
  7. copies of letters received from DBEs in which they declined to bid or submit proposals;
  8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;
  9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
  10. any information of a similar nature relevant to the application.
- B. All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.



- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**
- D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

## APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.  
  
(2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. \_\_\_\_\_

Federal Aid Project No. \_\_\_\_\_

Description of Project \_\_\_\_\_

I, \_\_\_\_\_, acting in behalf of \_\_\_\_\_  
(Name of person signing Affidavit) (DBE person, firm, association or organization)

of which I am the \_\_\_\_\_, certify and affirm that \_\_\_\_\_  
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(c)(2), as the same may be revised.

I further certify and affirm that \_\_\_\_\_ will assume the actual and  
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by \_\_\_\_\_  
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

\_\_\_\_\_  
(Name of Organization or Firm)

\_\_\_\_\_  
(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public (Commissioner of the Superior Court)

My Commission Expires \_\_\_\_\_

CERTIFICATE OF CORPORATION

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ (Official)  
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that \_\_\_\_\_ who signed said instrument on behalf of the Organization, was then \_\_\_\_\_ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying)

(Date)

Schedule 4



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

**POLICY NO. F&A-10**  
**June 1, 2007**

**SUBJECT: Code of Ethics Policy**

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

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

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

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

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

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

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

**To contact the Office of State Ethics:**

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

## Enforcement

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

## Prohibited Activities

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

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

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

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and

employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

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

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

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

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest



in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*

- ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

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

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment

with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

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

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

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

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

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

#### **Training for DOT Employees**

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

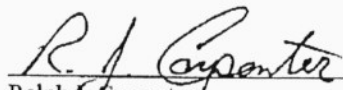
#### **Important Ethics Reference Materials**

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

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)

- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

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

  
Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

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

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

## Schedule 5

### TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
  - A. Withholding contract payments until the Contractor is in-compliance; and/or
  - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Schedule 6**  
**SUPPLEMENTARY PROGRAM INFORMATION**

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
--	------------------------	---------------------------	-----------------------------------	--------------------------------


(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
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(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2 Identify the status of the covered Federal action.
- 3 Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4 Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5 If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6 Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7 Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9 For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10 (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11 Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12 Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13 Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14 Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15 Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
- 16 The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Item# \*182-14 Consent Calendar**

Solar Photovoltaic System Power Purchase Agreement between the City of Bridgeport and General Electric International, Inc. to Provide Electricity at Reduced Cost to the New High School at 379 Bond Street.



**Report  
of  
Committee  
on  
Contracts**

**Submitted: October 19, 2015**

**Adopted:**

*Fleeta C. Hudson*

**Attest:**

**Fleeta C. Hudson, City Clerk**

**Approved by:**

**Bill Finch, Mayor**





# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**\*182-14 Consent Calendar**

## **Amended Resolution of the City Council**

**Seeking Approval of a Power Purchase Agreement  
("Power Purchase Agreement")  
Between**

**General Electric International, Inc. ("GE International")  
And  
The City of Bridgeport ("City")**

**Concerning a Solar Photovoltaic Project to be Constructed on General Electric  
Land  
That Will Supply Electric Power to the New High School on Bond Street at  
A Substantially-Reduced Cost**

WHEREAS, the City and General Electric Company ("GE") have entered into several agreements previously approved by the City Council providing for GE's donation of an approximately 17-acre parcel of land located at 379 Bond Street to the City for purposes of constructing a new high school in the City of Bridgeport (the "Project");

WHEREAS, GE International, an affiliate of GE, is willing to design, install, own, operate and maintain a solar photovoltaic electric-generating system on certain property owned by GE adjacent to the Project site (the "System");

WHEREAS, GE International is willing to sell electricity generated by the System to the City pursuant to the terms and conditions of that certain Solar Photovoltaic System Power Purchase Agreement substantially in the form attached hereto ("Power Purchase Agreement");

WHEREAS, the System is expected to satisfy a portion of the electricity requirements of the Project;



Report of Committee on Contracts  
**\*182-14 Consent Calendar**

-2-

WHEREAS, when the supply of electricity from the System is insufficient for the needs of the Project, the Project will obtain the balance of its power needs from another energy supplier (the "Host Utility");

WHEREAS, when the supply of electricity from the System exceeds the needs of the Project, the excess power will be transferred to the New England Grid on a virtual net metering basis ("Net Metering") meaning that the City will receive future credit for the excess electricity supplied to the New England Grid;

WHEREAS, GE International is willing to sell electricity generated from the System at a fixed rate of 5.5 cents per kilowatt hour (\$0.055 kwh), which price shall be fixed for a period of twenty (20) years;

WHEREAS, the City will have no financial obligation for the construction of the System; and

WHEREAS, GE International will receive and retain for its own benefit all environmental credits, financial incentives, and tax benefits associated with the installation, ownership, operation and electricity output of the System.

NOW, THEREFORE, BE IT RESOLVED:

THAT the City Council agrees to enter into that certain Power Purchase Agreement substantially in the form attached hereto, subject to GE International's ability to obtain all necessary governmental approvals for the location, construction and operation of the System, and further subject to the parties meeting all of their respective obligations under such Power Purchase Agreement, and authorizes the Mayor, the Director of Public Facilities, or the designee in writing of either of them to execute such agreement, take all other actions and do all other things in furtherance of and consistent with this resolution in the best interests of the City.



Report of Committee on Contracts  
\*182-14 Consent Calendar

-3-

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
*Howard Austin Sr., Co-Chair*

*Susan Brannelly*  
\_\_\_\_\_  
*Susan T. Brannelly*

*Richard D. Salter, Sr.*  
\_\_\_\_\_  
*Richard D. Salter, Sr.*

*Milta I. Feliciano*  
\_\_\_\_\_  
*Milta I. Feliciano, Co-Chair*

\_\_\_\_\_  
*James Holloway*

*Alfredo Castillo*  
\_\_\_\_\_  
*Alfredo Castillo*

*Melanie Jackson*  
\_\_\_\_\_  
*Melanie Jackson*

Exhibit  
B  
182-14

## SOLAR PHOTOVOLTAIC SYSTEM

## POWER PURCHASE AGREEMENT

This Solar Photovoltaic System Power Purchase Agreement ("Agreement") is made and entered into as of November 3rd, 2015 ("Effective Date"), by and between GENERAL ELECTRIC INTERNATIONAL, INC., a Delaware Corporation, having an address at 1 River Road Schenectady, NY ("Seller"), and the CITY OF BRIDGEPORT, a Connecticut municipal corporation, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("Purchaser"). Each of Seller and Purchaser may be referred to herein as a "Party" and collectively, as the "Parties."

### 1. RECITALS

WHEREAS, Purchaser currently leases and intends to acquire by donation certain property located at 379 Bond Street, Bridgeport, CT which uses electricity and on which the City is constructing a new high school ("Premises");

WHEREAS, Seller is willing to design, install, own, operate and maintain a solar photovoltaic electric generating system ("System"), on certain property adjacent to the Premises, on which property Seller has the right to install the System;

WHEREAS, the System would satisfy a portion of Purchaser's electricity requirements at the Premises, and Seller desires to sell and Purchaser desires to purchase all of the electricity generated by the System ("Output");

WHEREAS, Seller and Purchaser agree that Seller will obtain and retain all Environmental Credits and all Financial Incentives and Tax Benefits associated with the installation, ownership, operation and Output of the System;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, the Parties hereby covenant and agree as follows:

RECEIVED  
CITY CLERK'S OFFICE  
2015 OCT 15 A 9:23  
ATTEST  
CITY CLERK

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 DEFINITIONS

"Agreement" means this Solar Photovoltaic System Power Purchase Agreement, as the same may be modified or amended from time to time in accordance with the provisions hereof.

"Ancillary Services" means any supplemental services necessary to support the transmission of electric power from a seller to a purchaser and available from the System from time to time, whether existing as of the Effective Date or thereafter.

"Capacity" means electrical capacity that is dependent upon the availability and operation of the System, measured in kilowatts.

"Contractors" means the independent contractors engaged by Seller in any tier to perform any of Seller's obligations hereunder as set forth in Section 5.3.

"Commencement of Installation" means the date which is the later of obtaining all local and municipal permits, completion of interconnection agreements with the Host Utility, and the execution of all contracts with subcontractors.

"Defaulting Party" means the Party responsible for an uncured Event of Default.

"Delivery Point" means the physical location where the System connects to the Premises Electrical System.

"Dispute" means a dispute as defined in Section 18.1.

"Disruption of Delivery" means a disruption of delivery when the Seller is capable of generating and delivering Output to Purchaser as set forth in Section 11.3.

"Due Date" means the due date by which Purchaser must pay an invoice for Output as set forth in Section 9.6.1

"Effective Date" means the date of execution of this Agreement.

"Environmental Credits" means any and all federal, state or local renewable energy or emissions credits, offsets, or green tags, whether related to any renewable portfolio standard, renewable energy purchase requirement, carbon cap or trade market, or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to Seller as owner of the System or producer of Output or available to Purchaser as the purchaser or user of Output.

"Event of Default" means the events set forth in Section 15.1.

"Financial Incentives and Tax Benefits" means any and all federal, state or local rebates, tax credits, energy production credits, or depreciation incentives related to any renewable portfolio

standard or other renewable energy purchase requirement or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to Seller as producer of Output or available to Purchaser as the purchaser or user of Output.

"Force Majeure" shall have the meaning set forth in Section 14.1.

"Force Majeure Event" means the events of Force Majeure as set forth in Section 15.1.

"Host Utility" means the electric distribution company serving or connected to the Purchaser.

"Indemnifying Party" means the Party responsible for indemnifying the Indemnified Parties as set forth in Section 15.8.

"Installation Period" means the period commencing on the satisfaction of the pre-installation conditions of Section 3.1 and continuing to the Service Commencement Date.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for the Seller at the Site.

"Late Fee" means the late fee that Seller may impose on Purchaser for payments not made by the Due Date pursuant to Section 9.6.2.

"Meter" means the standard instrument(s) and equipment installed at the Premises by Seller as part of the System to be used to measure and record the Output delivered to the Purchaser at the Delivery Point.

"Net Metering Arrangements" shall have the meaning set forth in Section 5.5 herein.

"Non-Defaulting Party" means the Party to whom the Defaulting Party is liable in accordance with the provisions of Section 15.

"Non-Delivery Period" means the unexcused non-delivery of Output by Seller as set forth in Section 15.2.

"Output" means, and is limited to, the electricity produced by the System and delivered to Purchaser and measured at the Delivery Point.

"Person" means any natural person, partnership, trust, estate, association, corporation, limited liability company, governmental authority or agency or any other individual or entity.

"Premises" means Purchaser's property, as described in Exhibit A.

"Premises Electrical System" means Purchaser's proposed building electrical systems that are owned or leased, operated, maintained and controlled by Purchaser, and which systems are interconnected with the Host Utility.

"Services" means the design, installation and testing of the System and, upon successful completion of installation and testing, the operation, maintenance and repair of the System, by

System Operator as necessary to produce and deliver Output to Purchaser in accordance with the terms and conditions of this Agreement.

“Service Commencement Date” means the date on which Purchaser has determined the System is ready to deliver Output as set forth in Section 5.5, which date will be specified in Exhibit E.

“Service Term” means the period commencing on the Service Commencement Date and continuing until the termination of this Agreement.

“Site” means the area on the property owned by the General Electric Company, a parent, subsidiary or affiliate of Seller, on which the Seller will install the System.

“Solar Electricity Price” means the price specified in Exhibit C that Purchaser shall pay Seller for the delivery of Output.

“System” means all equipment and materials, including but not limited to photovoltaic arrays, DC/AC inverters, wiring, meters, tools, software, and any other property now or hereafter installed, owned, operated, or controlled by Seller for the purpose of, or incidental or useful to, constructing, maintaining and modifying the use of the solar generation system and providing Output to Purchaser at the Delivery Point. The System is described more particularly in Exhibit B. For the avoidance of doubt, the System specifically excludes any part of the Premises Electrical System.

“Tariff” means the tariff of the Host Utility that sets forth the interconnection and net metering standards and requirements for the System to operate and for Seller to deliver Output to Purchaser in accordance with terms and conditions of this Agreement.

“Term” means the period of time that this Agreement shall be in effect as set forth in Section 3.

## **2.2 INTERPRETATION**

In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include any other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to Sections, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and other modifications to such instruments, and references to Persons include their respective successors and permitted assigns.

## **2.3 SERVICE CONTRACT**

The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

### **3. TERM**

#### **3.1 CONTRACT LENGTH**

This Agreement shall commence on the Effective Date and the Term shall terminate 20 years following the Service Commencement Date, as set forth in Exhibit E, unless terminated earlier in accordance with provisions of this Agreement.

#### **3.2 RENEWAL AND EXPIRATION**

At the time that Purchaser notifies Seller of its election not to renew the Agreement or if the Parties cannot negotiate a renewal after 180 days of good faith negotiations, pursuant to Section 12 Purchaser may request that Seller agree to a renewal of the Agreement beyond the end of the Service Term. Any agreement to renew this Agreement shall be subject to negotiation and execution of an agreement between the Parties.

### **4. SYSTEM DETAILED DESIGN**

#### **4.1 PRE-INSTALLATION CONDITIONS**

##### **4.1.1 COMPLETION OF DETAILED SYSTEM DESIGN**

Purchaser shall provide Seller with all available, necessary and up-to-date Premises and Premises Electrical System drawings, specifications and other documentation that Seller may reasonably require to develop and complete a detailed System design. For this purpose Purchaser shall provide Seller with access to the Premises to verify field conditions, and shall make appropriate staff available to answer questions and provide information required by Seller to support the detailed design process.

##### **4.1.2 RECEIPT OF ALL NECESSARY CONSTRUCTION AND OTHER PERMITS**

Seller shall apply for, pay for, and obtain all necessary construction and other permits from local authorities and Host Utility for installation of the System. Purchaser shall cooperate with Seller, at no out of pocket cost to the Purchaser, as necessary in the permitting process and shall apply directly for permits if necessary. Seller shall deliver copies of all permits obtained to Purchaser upon Purchaser's request.

##### **4.1.3 FAILURE TO SATISFY PRE-INSTALLATION CONDITIONS-SELLER**

The following are conditions of the Agreement that if not met prior to the Commencement of Installation, will, at the Seller's election permit the Seller to terminate this Agreement for convenience.

- a) Structural Inadequacy

If Seller determines in its sole discretion that a pre-installation condition set forth in this Section 4.1 cannot be satisfied, or that the System as described in Exhibit B cannot be installed on the



Site because the Site is structurally inadequate to support the System, the Premises Electrical System is inadequate to accept the Output of the System, or architectural and other requirements are discovered that would add to the cost of the System, Seller will notify Purchaser that the System cannot be constructed as proposed, and this Agreement will terminate with neither Party having further obligations under this Agreement; provided however, that the Parties may agree to amend this Agreement to accommodate a revised, feasible System in which case the Parties shall come to agreement if possible on a revised System design and execute an amendment to this Agreement with revised Exhibits.

b) Document Integrity

If Seller determines that the drawings, specifications and other documentation provided to Seller by Purchaser pursuant to Section 4.1 prior to Commencement of Installation are not correct or complete and that revisions thereto would add to the cost of the System, Seller will notify Purchaser that the System cannot be constructed as proposed, this Agreement will terminate; provided however, that the Parties may agree, upon receipt of notice to amend this Agreement to accommodate a revised, feasible System in which case the Parties shall come to agreement if possible within twenty (20) business days to a revised System design and execute an amendment to this Agreement with revised Exhibits.

c) Cost Effectiveness

There exist at the time that installation commences no other known site conditions or construction requirements that would materially increase the cost of installation work or would adversely affect the electricity production from the System as designed.

d) Geotechnical Compatibility

For any underground placement of electrical cable or conduit, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with National Electrical Code.

e) Incentive Consistency

There is no material adverse change in the Financial Incentives and Tax Benefits after the Effective date and prior to the commencement of installation of the System that would adversely affect the economics of the installation for the Seller and/or its lenders.

f) System Permit Availability

The System permits are available on terms reasonably satisfactory to the Seller.

g) Zoning and Ministerial Permit Approval

Seller shall have received necessary zoning, land use and building permits.

h) Interconnection Approval

Seller and the Host Utility shall have executed all necessary agreements for interconnection to the applicable electric distribution system.

i) Credit Worthiness

There is no material adverse change that affects the credit worthiness of Purchaser.

j) Legality

No Change in Law has occurred that would make Seller a Public Utility in performing its obligations under this Agreement.

## **5. SYSTEM INSTALLATION**

### **5.1 INSTALLATION SCHEDULE**

Seller will provide Purchaser with a proposed installation schedule and an estimated Service Commencement Date. Purchaser shall have twenty (20) business days to review and comment on the proposed schedule, and Purchaser has not objected within such period, or the proposed schedule will be considered approved. Seller will notify Purchaser of any material changes to the proposed schedule and any revisions to the estimated Service Commencement Date during the Installation Period.

### **5.2 RIGHT OF ACCESS DURING INSTALLATION PERIOD**

Seller and its Contractors shall have the right of access specified in Section 7 pursuant to a separate access agreement ("Access Agreement") attached hereto as Exhibit F during the Installation Period for purposes of installing those portions of the System that will be installed on the Premises, and will coordinate such installation activities with Purchaser to minimize interference with normal operations at the Premises, to the extent reasonably practical and without causing undue delay in the Service Commencement Date. Any work that requires interruption of electricity to the Premises will be identified in the installation schedule, and Seller or its Contractors will receive approval from Purchaser prior to any such interruption.

### **5.3 INSTALLATION TO SPECIFICATIONS AND STANDARDS**

Upon satisfaction of the pre-installation conditions of Section 4.1, Seller will begin installation at the Site. Seller shall install, and test the System on the Site in accordance with the technical specifications set forth in Exhibit B. Seller shall perform the Services in a good and workmanlike manner and in compliance with all applicable laws and regulations, including System compliance with the Host Utility's interconnection and Tariff requirements.

### **5.4 OUTPUT DURING SYSTEM TESTING**

During the Installation Period, Seller or its Contractors may test the System, and Purchaser shall accept delivery of any Output resulting from such testing during the Installation Period. There

shall be no charge to Purchaser for Output delivered from the System during the Installation Period.

#### **5.5 CONNECTION OF SYSTEM TO PREMISES ELECTRICAL SYSTEM**

Seller shall be responsible for the interconnection of the System to the Premises Electrical System and shall be solely responsible for all equipment, maintenance, and repairs associated with such interconnection equipment in accordance with the terms and conditions of this Agreement. Purchaser shall at all times own and be responsible for the operation and maintenance of the Premises Electrical System at and from the Delivery Point.

#### **5.6 LICENSES, PERMITS AND INSPECTIONS DURING INSTALLATION**

Seller shall maintain and shall ensure that its Contractors maintain all required insurance, licenses and permits during the Installation Period, and shall provide evidence of such to the Purchaser prior to entry onto the Premises. Seller and its Contractors shall obtain all inspections required by all authorities having jurisdiction during the Installation Period and during the Term. Certificates of inspection or other appropriate documentation by said authorities shall be delivered to Purchaser upon completion of the installation of the System.

#### **5.7 CONTRACTORS; SUBCONTRACT REQUIREMENTS**

Seller may hire Contractors by subcontracting the performance of any part or all of the Services Seller is obligated to provide hereunder. All Contractors so engaged by Seller shall be required by contract to have all permits, licenses, insurance and registrations required to perform the Services subcontracted to them.

#### **5.8 INSTALLATION OF METER**

Seller shall install the Meter at the Delivery Point to measure the amount of Output delivered by the System to Purchaser. Seller will own, operate and maintain the Meter during the Service Term at its own expense.

#### **5.9 NET METERING ARRANGEMENTS**

##### **5.9.1 SELLER NOTIFICATION TO MAKE NET METERING ARRANGEMENTS**

Seller shall provide Purchaser with timely notification that Purchaser must make Net Metering Arrangements with the Host Utility in order for Seller to be able to complete the installation and testing of the System. Purchaser agrees that Seller will work as the Buyer's duly appointed agent with the Host Utility for all Net Metering Arrangements, including without limitation, arranging for installation of a meter by the Host Utility for purposes of Net Metering. Within five (5) business days of such notification from Seller that such Net Metering Arrangements have been made, Purchaser shall enter into Net Metering Arrangements by executing such agreements as may be required by Host Utility to permit the interconnection of the System with the Premises Electrical System and to allow any Output of the System not consumed by the

Purchaser to flow to the Host Utility. Purchaser shall promptly provide copies of such agreements and arrangements to Seller when executed.

#### **5.10 REQUIRED DOCUMENTATION**

Seller shall provide Purchaser with documentation under Seller's control that the Host Utility requires by its Tariff to demonstrate that the System complies with the requirements of the Host Utility's interconnection standards.

#### **5.11 NOTIFICATION OF SERVICE COMMENCEMENT DATE**

Upon the successful completion of the installation and testing of the System and Host Utility approval to operate the System, Seller shall provide Purchaser with notice

- a) that the System is ready to deliver Output and
- b) of the Service Commencement Date, in the form set forth in Exhibit E.

### **6. OPERATION AND MAINTENANCE**

#### **6.1 SELLER OPERATION, MAINTENANCE AND REPAIR OF SYSTEM**

Seller shall maintain the System in good working condition, excluding ordinary wear and tear, and shall operate the System in accordance with all applicable laws, regulations and ordinances. If the System is damaged due to the negligence or intentional misconduct of Purchaser, then Purchaser shall be responsible for such costs incurred by Seller for the repair or replacement of the System to the extent of its negligence or intentional misconduct.

#### **6.2 SELLER OPERATION AND MAINTENANCE CONTRACTORS**

##### **6.2.1 CONTRACTOR REQUIREMENTS**

Seller may engage Contractors to operate, maintain and repair the System. Seller shall require any such Contractors to have all insurance, licenses, permits and registrations and obtain inspections required for such service providers as may enter the Premises.

##### **6.2.2 IDENTIFICATION OF CONTRACTORS TO PURCHASER**

Seller shall provide Purchaser with

- a) the identification of all Contractors with whom Seller contracts to operate, maintain and repair the System that require access to the Premises, and
- b) evidence that such Contractors have obtained and will maintain insurance as required by the Access Agreement. All Contractors shall follow Purchaser's access protocols, including sign-in, security and safety orientation, before commencing any work at the Premises.

##### **6.2.3 PURCHASER RIGHT TO REMOVE CONTRACTORS FROM PREMISES FOR CAUSE**

Purchaser shall have the right to remove from the Premises any Contractor or the agents, employees or subcontractors of such Contractor, who, in Purchaser's sole judgment, exhibit

unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.

#### **6.2.4 SAFE WORKPLACE**

While at the Premises, Seller and its Contractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all applicable laws. Seller shall cause the work to be carried out in accordance with Purchaser's published safety program, attached hereto as Exhibit G.

### **6.3 PURCHASER O&M AND REPAIR OF PREMISES AND SITE**

#### **6.3.1 PURCHASER RESPONSIBILITY AND COORDINATION WITH SELLER**

The duration of any maintenance or repair that disrupts System Output shall constitute a Disruption of Delivery on the part of the Purchaser in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by Seller as set forth in Section 15.2; provided, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of Seller, then the period required for maintenance or repair shall not constitute a Disruption of Delivery on the part of the Purchaser. Purchaser and Seller shall coordinate such activities so as to minimize disruption to the System.

### **6.4 PURCHASER MAINTENANCE AND REPAIR OF PREMISES ELECTRICAL SYSTEM**

#### **6.4.1 PREMISES ELECTRICAL SYSTEM**

Purchaser shall maintain the Premises Electrical System in good working order, and shall perform such other maintenance, repair and upgrades as may be required including but not limited to such work required by the Host Utility or by applicable laws, regulations, ordinances, and codes. Purchaser will advise Seller in writing prior to making any adjustments, modifications, or upgrades to the Premises Electrical System that have a potential to effect the Output of the System to ensure that the Output of the System is not negatively impacted.

#### **6.4.2 DISRUPTION OF DELIVERY**

The duration of any maintenance, repair, or upgrade that disrupts System Output shall constitute a Disruption of Delivery on the part of the Purchaser in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by Seller as set forth in Section 15.2; provided, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of Seller, then the period required for such maintenance or repair shall not constitute a Disruption of Delivery on the part of the Purchaser. Purchaser and Seller shall coordinate such activities so as to minimize disruption to the System.

#### **6.4.3 NOTICE OF SYSTEM MALFUNCTION AND NON-INTERFERENCE**

Purchaser shall notify Seller immediately upon learning of (a) any material malfunction of or damage to the System and (b) any interruption or alteration of the energy supply to the Premises. Purchaser may not adjust, modify, maintain, alter, service or in any way interfere with the System, except as authorized in writing by Seller, or in the event of an emergency if there is an imminent threat to life or property in which case Purchaser shall give Seller or its designated Contractor immediate notice of such emergency. Purchaser shall be responsible for any damage to the System that is caused by its negligent or intentional interference with the System.

#### **6.5 PURCHASER CONTINUING RESPONSIBILITY FOR NET METERING**

At all times during the Service Term, Purchaser shall maintain the Net Metering Arrangements and any other related agreements.

#### **6.6 PURCHASER SHADOW RESTRICTION**

Seller shall have a right to direct sunlight in that airspace above the Site necessary to prevent any building, structure, landscaping, vegetation, or object of any type, from shading or otherwise blocking, obstructing, or interfering with the passage of direct sunlight to the Site, or any portion thereof, located on the Premises ("Shading Restriction") between the hours of 9 a.m. and 4 p.m. Eastern Daylight-Saving Time or between the hours of 10 a.m. and 5 p.m. Eastern Standard Time ("Daylight Hours"). In addition, Purchaser hereby grants Seller a Shading Restriction in connection with any existing and after acquired property of Purchaser adjacent to, abutting, or within one hundred (100) feet of the Site. The Shading Restriction imposes the following restrictions on future use and enjoyment of the Site, the Premises and other land owned by Purchaser that abuts or is within one hundred (100) feet of the Site to prevent the impairment, obstruction or passage of sunlight through the Shading Restriction:

(a) No vegetation, structure or other objects will be allowed to encroach into or onto the area affected by the Shadow Restriction.

(b) No building, structure, vegetation, activity, or land use of Purchaser except utility lines, antennas, wires, and poles shall cast a shadow on the Site or any portion thereof during Daylight Hours. The Shading Restriction shall continue until this Agreement expires by its terms or is terminated.

### **7. ACCESS AND SPACE PROVISIONS**

#### **7.1 ADEQUATE SPACE FOR INSTALLATION**

Purchaser shall provide Seller and its Contractors with adequate space on the Premises during the Installation Period for Seller's installation of those portions of the System that will be installed on the Premises.

#### **7.2 ADEQUATE ACCESS FOR SELLER; GRANT OF LICENSE**

### **7.2.1 ADEQUATE ACCESS**

Purchaser shall provide Seller and its Contractors adequate access to the Premises pursuant to the Access Agreement to the extent necessary for Seller's installation, operation, maintenance, and, to the extent applicable, repair, replacement or removal of that part of the System located on the Premises. Purchaser shall provide Seller access to the Premises during regular business hours, outside of regular business hours upon reasonable request of Seller or Purchaser, and at any time in the event of an emergency as may be necessary for Seller to fulfill its obligations under this Agreement. Such access shall be subject to reasonable supervision by Purchaser as Purchaser may require. Seller shall use reasonable efforts to minimize disruption to Purchaser's operations.

### **7.2.2 GRANT OF LICENSE**

This Agreement shall constitute a non-exclusive license throughout the Term of this Agreement granting Seller reasonable access to, occupancy of and use of the Premises for Seller to exercise its rights and meet its obligations hereunder. Purchaser will ensure that any other license or other allowed use of the Premises shall not interfere with Seller's reasonable access hereunder.

### **7.2.3 OWNERS AGENTS**

As used in this Section 7 access rights applicable to Seller shall include access for Seller's designated agents, Contractors and permitted assigns.

## **8. ENVIRONMENTAL CREDITS AND SYSTEM ATTRIBUTES**

### **8.1 SYSTEM ATTRIBUTES**

Seller shall at all times during the Term of this Agreement own and retain exclusive rights to any and all attributes, products or economic benefits attributable to the System or to the production and delivery of Output, including but not limited to Environmental Credits, Capacity and Ancillary Services.

### **8.2 ENVIRONMENTAL CREDITS**

All Environmental Credits, whether available directly or indirectly, shall be and shall remain the property of Seller for the Service Term. Seller shall have sole use of such Environmental Credits and shall be permitted to use such Environmental Credits for itself, or to sell, grant, convey, or otherwise dispose of such Environmental Credits to any other Person, in Seller's sole discretion. Purchaser hereby grants, makes and conveys to Seller an absolute and irrevocable assignment of any and all right, title and interest Purchaser may at any time have in or to any Environmental Credits.

### **8.3 DOCUMENTATION**

At Seller's request, Purchaser will assist Seller with substantiating the existence, nature, and/or quantity of Environmental Credits produced by the System, or required to validate Seller's rights to and ownership of the Environmental Credits.

## **9. PURCHASE AND SALE OF OUTPUT**

On and after the Service Commencement Date and through the end of the Service Term, Seller shall deliver and sell to Purchaser to the Delivery Point, and Purchaser shall accept delivery and purchase at the Delivery Point, all of the Output at the price and the terms and conditions set forth in Exhibit C of this Agreement.

### **9.1 SOLAR ELECTRICITY PRICE**

Beginning on the Service Commencement Date, the Solar Electricity Price paid by Purchaser for Output shall be as specified in Exhibit C.

### **9.2 OTHER ELECTRICITY PURCHASES**

#### **9.2.1 SYSTEM TO REDUCE OTHER ELECTRICITY PURCHASES**

The Parties intend that the Output will reduce Purchaser's purchase of electricity from the Host Utility or retail electricity suppliers, and acknowledge that the System is not expected to meet the entirety of Purchaser's demand for electricity. To the extent that at any time the Output is insufficient to meet all of Purchaser's electricity demand, Purchaser will be responsible for purchasing electricity from such other sources. The Parties further intend that Purchaser's obligations to purchase the Output shall not be reduced by the installation of another power source(s) on the Premises.

#### **9.2.2 OTHER ELECTRICITY PURCHASE AGREEMENTS**

Purchaser shall be responsible for maintaining and fulfilling all obligations to any of its other electricity service providers, including but not limited to any competitive electric supplier of generation or transmission services to Purchaser at the Premises, and for meeting all requirements imposed by any such electricity service provider and by any federal, state or local government agencies with respect to such services and to the purchase of the Output.

### **9.3 SALE ONLY TO PURCHASER**

In no event shall Seller sell, or be deemed to have sold, Output to any Person other than Purchaser.

### **9.4 PURCHASER NET METERING OBLIGATION**

The Parties recognize and acknowledge that, from time to time, (a) the Output may exceed Purchaser's demand for electricity or (b) Purchaser will otherwise be unable to consume Output delivered to the Delivery Point. Purchaser shall nonetheless accept and take title to the Output at the Delivery Point and shall have in place and maintain Net Metering Arrangements as required by Tariff or by the Host Utility to deliver to the Host Utility any Output that exceeds



Purchaser's demand for, or ability to consume, electricity; provided that if, through no cause attributable to Host Utility or Seller, Purchaser fails to enter into, fails to maintain or otherwise fails to comply with the required Net Metering Arrangements, and as a result of such failure, Seller cannot deliver Output to Purchaser, then such failure shall constitute a Disruption of Delivery and an Event of Default, and Purchaser shall be liable to Seller for the electricity that the System produced, or was capable of producing, and that would otherwise have been delivered to Purchaser as Output, in accordance with the provisions of Section 15.

#### **9.5 TAXES**

Seller is responsible for local, state and federal income taxes attributable to Seller for income received under this Agreement and for any personal property taxes attributable to the System.

Purchaser shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, if any, imposed or authorized by any Governmental Authority on the sale of electric energy by Seller to Purchaser. Purchaser shall provide any certifications of tax exempt status to Seller, which shall recognize such status. Purchaser shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse Seller for any and all such taxes assessed against the Purchaser and paid by Seller. Seller will not charge Purchaser any Seller generated fees or charges in excess of the Power Purchase Rates detailed in Exhibit C.

#### **9.6 INVOICE AND PAYMENT**

Following the end of each calendar month during the Service Term, Seller shall prepare and provide Purchaser an invoice for the Output delivered in the prior month (or partial month if the Service Commencement Date is not the first day of a month). Deliveries during the month of an anniversary date shall be prorated as to the applicable Solar Electricity Price. The amount due for the Output shall be determined by multiplying the applicable Solar Electricity Price by the Output delivered (or deemed delivered) to Purchaser during such month, and each invoice shall set forth in reasonable detail the calculation of all amounts owed. A sample invoice calculation is shown in Exhibit D. Delays in the issuance of any such invoice shall not constitute any waiver of Purchaser's obligation to pay once Purchaser has actually received an invoice from Seller, or Seller's right to collect, any payment under any such invoice.

##### **9.6.1 PAYMENTS**

Subject to its contest rights set forth in Section 9.6.1, Purchaser shall pay the full amount of each invoice on or before the forty-fifth (45) day following issuance thereof ("Due Date"). All payments made by Purchaser under this Agreement shall be by electronic funds transfer pursuant to the instructions set forth in Exhibit D attached hereto, or by check payable to Seller (unless otherwise directed in writing by Seller) at the address for notices set forth in Section 18.3 as such instructions or address may be modified by Seller by notice to Purchaser in writing.

### **9.6.2 LATE PAYMENT FEES**

If any part of a monthly payment is not made by Purchaser within twenty-five (25) days following the Due Date, Purchaser agrees to pay Seller a late fee that shall accrue on the basis of one-half percent (0.5%) per month (or such lower percentage as and if required by applicable law) on the amount of such late payment ("Late Fee").

### **9.6.3 CONTEST RIGHTS**

Purchaser shall notify Seller in writing within twenty (20) business days of issuance of the monthly invoice of any portion of the invoiced amount that it has a reasonable basis to dispute and the basis for such dispute. The contested portion of any invoiced amount shall not relieve Purchaser of its obligation to pay the uncontested portion of such invoice as set forth in Section 9.6.

## **10. METERING**

During the Service Term, Seller shall, at its own expense, own, operate and maintain the Meter and provide necessary Meter related services.

### **10.1 METER READING**

Seller shall cause the Meter to be read at the end of each calendar month, and shall cause the Output delivered to Purchaser to be recorded. The reading shall be used as the basis for calculating the amount to be invoiced pursuant to Section 9.6 under this Agreement.

### **10.2 ALTERNATIVE MEASURES IN EVENT OF NON-OPERABILITY**

The Seller shall check the calibration of the Meter but not less than two (2) times in any twelve (12) month period. If the Meter is out of service or registers inaccurately, the Seller shall notify the Purchaser and the measurement of the Output shall be determined by the following alternatives, in the following order: (a) any alternative or back-up meter that Seller or Host Utility may have installed, if registering accurately; or (b) a mathematical calculation, if upon a calibration test of such Meter a percentage error is ascertainable; or (c) estimates of deliveries of Output by reference to quantities measured during periods of similar conditions when such Meter was registering accurately.

### **10.3 CALIBRATION**

#### **10.3.1 NOTIFICATION**

Seller shall notify Purchaser of the time it will test and calibrate the Meter and Purchaser may witness such testing. Seller shall notify the Purchaser of the accuracy of calibration in accordance with Section 10.2 above. Purchaser may request that Seller to re-test and re-calibrate the Meter, and any such testing shall be at Purchaser's expense if such tests indicate that the Meter is accurate within plus or minus two percent (2%). Purchaser may witness any re-tests.

### **10.3.2 ACCURACY**

If, upon testing, any Meter is found to be accurate or in error by not more than plus or minus 2 percent ( $\pm 2\%$ ), then previous recordings of such Meter shall be considered accurate in computing deliveries of Output hereunder, but such Meter shall be promptly adjusted to record correctly.

### **10.3.3 REPAIR**

If, upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus 2 percent ( $\pm 2\%$ ), then such Meter shall be promptly repaired or adjusted to record properly and any previous readings from such Meter used to compute invoices for Output shall be corrected to zero error. If no reliable information exists as to the period over which such Meter registered inaccurately, it shall be assumed for purposes of correcting previous invoices that such inaccuracy began at a point in time midway between the testing date and the next previous date on which such Meter was tested and found to be accurate.

### **10.3.4 ERROR CORRECTION**

If upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus two percent ( $\pm 2\%$ ), then the payments for Output made since the previous test of such Meter shall be adjusted to reflect the corrected readings as determined in accordance with Section 10.3. If the difference in the previously invoiced amounts minus the adjusted payment is a positive number (Meter has over-registered Output), that difference will offset amounts owing by Purchaser to Seller in subsequent month(s). If the difference is a negative number (Meter has under-registered Output), the difference shall be added to the next month's invoice and paid by Purchaser to Seller on the Due Date of such invoice.

## **11. OUTPUT INTERRUPTIONS**

### **11.1 INTERMITTENT INTERRUPTIONS ARE EXPECTED**

Purchaser acknowledges and understands that the System, as a solar photovoltaic system, will produce Output intermittently, and will not provide Purchaser with an uninterrupted supply of electricity. THIS AGREEMENT PROVIDES NO WARRANTY OR GUARANTEE TO PURCHASER OF AN UNINTERRUPTED SUPPLY OF ELECTRICITY. Seller shall not be liable to Purchaser for any intermittent interruption in Output during the Term, nor shall Seller be responsible for Purchaser's cost of alternative supplies of electricity during any such interruption. If delivery of Output from the System is interrupted, other than as a result of the default, negligent acts or omissions of Purchaser or as otherwise provided in Section 11.2, Seller will make commercially reasonable efforts to restore Output in a timely manner.

### **11.2 INTERRUPTION OF OUTPUT**

- a) Notwithstanding anything to the contrary herein, Seller shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection, maintenance,

repair, replacement, or alteration of the System, or at the direction of authorized governmental authorities or electric utilities for only so long as is reasonably required for such activities. Other than in the event of an unexpected interruption or in the event of an emergency, Seller shall give Purchaser notice prior to an interruption of Output and an estimate of the expected duration of the interruption.

- b) Seller shall not be required to supply Output to Purchaser at any time Seller reasonably believes the Site, the Premises or the Premises Electrical System to be unsafe, but in no event will Seller have any responsibility to inspect or approve the Premises Electrical System. Similarly, Purchaser, should it deem the System to be in an unsafe condition, shall have the right to direct Seller to disconnect the System, or, in the case of imminent danger caused by such unsafe condition, Purchaser may disconnect the System from the Premises Electrical System without penalty under this Agreement. In such an occurrence, Purchaser shall notify Seller of said unsafe condition and of the emergency disconnection without delay and vice-versa .

### **11.3      DISRUPTION OF DELIVERY**

In the event that Seller is capable of generating and delivering Output to Purchaser, but Purchaser fails, except for events of regularly scheduled maintenance which shall not last longer than twenty-four (24) consecutive hours or forty (40) hours in any seven (7) day period, to accept delivery of such Output (a "Disruption of Delivery"), Purchaser agrees to pay Seller for such Output as follows:

- a) Payments that Purchaser would have made to Seller for Output that would have been produced during the period of the Disruption of Delivery, as determined by historic billing data or as represented by the National Renewable Energy Laboratory PV Watts modeling software given the System attributes during the period of Disruption of Delivery;
- b) Beginning on the fifth (5<sup>th</sup>) day following the commencement of the Disruption of Delivery, revenues that Seller would have received under any state solar incentive program and any other assistance program with respect to Output that would have been produced during the period of the Disruption of Delivery; and
- c) Beginning on the fifth (5<sup>th</sup>) day following the commencement of the Disruption of Delivery, revenues from Environmental Credits that Seller would have received with respect to Output that would have been produced during the period of the Disruption of Delivery with due consideration to compliance fee payments to governmental authorities that may be caused by the Disruption of Delivery.
- d) Payments will be made in accordance with the terms of Section 9.6.

### **11.4      COST TO RESTORE SERVICE FOLLOWING INTERRUPTION**

Seller shall bear any costs associated with restoring service following any interruption of the supply of Output from the System as a result of Seller's operation of the System. Purchaser shall bear the costs associated with the restoration of the delivery of Output if an interruption is caused by the actions or inactions of Purchaser or the condition of the Premises or Premises Electrical System.

## **12. CONTRACT RENEWAL OPTION**

### **12.1 NON-ELECTION AND REMOVAL**

If Seller and Purchaser do not agree to renew this Agreement pursuant to Section 3.2, Seller shall, within ninety (90) days after the end of the Service Term, remove that portion of the System located on the Premises, including without limitation, the Meter, from the Premises at its expense including the reasonable expense of repairing any adverse impact such removal directly causes to the Premises to the Purchaser's reasonable satisfaction.

## **13. REPRESENTATIONS**

### **13.1 PURCHASER REPRESENTATIONS**

Purchaser makes the following representations and warranties to Seller:

- a) Purchaser is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.
- b) Purchaser has all the rights required to enter into this Agreement and perform its obligations hereunder.
- c) This Agreement is enforceable against Purchaser in accordance with its terms and does not conflict with or violate the terms of any other agreement to which Purchaser is a party, including, if applicable, any agreement pursuant to which Purchaser leases, occupies, or has financed the Premises or the Site.
- d) Purchaser has no knowledge of any facts or circumstances that could materially adversely affect its ability to perform its obligations hereunder including its creditworthiness.
- e) The information provided to Seller by Purchaser pursuant to this Agreement as of the Effective Date is true and accurate in all material respects including but not limited to: data concerning anticipated energy usage for the Premises; and construction drawings for the Premises in existence as of the Effective Date.
- f) Purchaser shall use commercially reasonable efforts to satisfy all conditions precedent in Section 4.1.

### **13.2 SELLER REPRESENTATIONS**

Seller makes the following representations and warranties to Purchaser:

- a) Seller is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.
- b) Seller has all the rights required to enter into this Agreement and perform its obligations hereunder.
- c) This Agreement is enforceable against Seller in accordance with its terms and does not conflict with or violate the terms of any other agreement to which Seller is a party.
- d) Seller has no knowledge of any facts or circumstances that could materially adversely affect its ability to perform its obligations hereunder including its creditworthiness.
- e) The information provided to Seller by Purchaser pursuant to this Agreement as of the Effective Date is true and accurate in all material respects.

- f) Seller shall use commercially reasonable efforts to satisfy all conditions precedent in Section 4.1.

## **14. FORCE MAJEURE**

### **14.1 DEFINITION OF FORCE MAJEURE, FORCE MAJEURE EVENTS**

Force Majeure means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that:

- a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented, avoided or removed by such Party,
- b) such event is not due to such Party's negligence or intentional misconduct,
- c) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement,
- d) such Party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof, and
- e) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes, other than strikes or labor disputes solely by employees of the Party declaring the Force Majeure Event or as a result of such Party's failure to comply with a collective bargaining agreement; adverse weather conditions and other acts of nature; earthquakes; and riot or civil unrest; provided, that Force Majeure Events shall not include any inability to make any payments that are due hereunder or to any third party or to procure insurance required to be procured hereunder.

### **14.2 NO DEFAULT**

Neither Seller nor Purchaser shall be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event. Notwithstanding any provision herein to the contrary, the Purchaser shall not be obligated to make payments under this Agreement for any period during which the Seller is unable to deliver Output to the Purchaser by reason of a Force Majeure Event.

### **14.3 NOTICE AND CURE**

If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, then such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party affected by a Force Majeure Event shall use commercially reasonable efforts to remove or repair the cause of the Force Majeure Event and shall resume performance of its obligations as soon as reasonably practicable.

### **14.4 TERMINATION FOR FORCE MAJEURE**

Either Party shall be entitled to terminate this Agreement upon ten (10) days prior written notice to the other Party if any Force Majeure Event affecting the other Party has been in existence for a period of forty-five (45) consecutive days or longer, unless such Force Majeure Event ceases prior to the expiration of such forty-five (45) day period.

**15. DEFAULT, REMEDIES AND LIMITATIONS, INDEMNITY, RELEASE AND DISCLAIMER**

**15.1 DEFAULT.**

Each Party (the "Defaulting Party") shall be liable to the other Party (the "Non-Defaulting Party") for the following "Events of Default:"

**15.2 FAILURE TO PERFORM OR TO MEET A MATERIAL OBLIGATION**

- a) Seller's unexcused failure to provide any Output following the Service Commencement Date for a period of at least sixty (60) consecutive days during the Service Term ("Non-Delivery Period"); provided that the Non-Delivery Period shall not include any period during which the System is not operating due to a Force Majeure Event or any period during which the Purchaser is in default hereunder or otherwise cannot accept delivery of Output, and such periods shall interrupt any calculation of consecutive days, and provided, further, that Seller's failure to deliver Output following the Non-Delivery Period shall not be a default for so long as Seller, at its option, pays to Purchaser on a monthly basis in arrears the positive difference, if any, between the Solar Electricity Price Purchaser would have paid for Output during the Non-Delivery Period and the rate for electricity service from Host Utility in effect at the time, until such time as Seller restores deliveries of Output to Purchaser.
- b) Purchaser's failure to pay an invoice following the Due Date, and such failure continues for a period of thirty (30) days after Seller provides written notice of such nonpayment to Purchaser.
- c) Purchaser's Disruption of Delivery.
- d) Purchaser's failure to maintain the Premises or Premises Electrical System pursuant to Section 6.
- e) Purchaser's failure to maintain the Net Metering Arrangements pursuant to Section 6.5.
- f) A Party's failure to perform fully any other material obligation under a provision of this Agreement including but not limited to those provisions explicitly set forth in this Section 15.2 and either
  - i. Such failure continues for a period of twenty (20) business days after written notice of such nonperformance from the other Party, or
  - ii. If the nonperforming Party commences an action to cure such failure to perform within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, but such failure is still not cured within thirty (30) days after the expiration of the initial ten (10) business day period.

**15.3 MATERIAL MISREPRESENTATION**

Representations, warranties and other statements made by a Party that misrepresent a material fact as of the Effective Date or thereafter, and such misrepresentation has a material adverse effect on the other Party that is not cured within ten (10) business days from the earlier of:

- a) notice from the Party affected by the misrepresentation and
- b) the discovery or determination by a Party of its misrepresentation; provided, that if the Party that has made the misrepresentation commences an action to cure such misrepresentation within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days after the expiration of the initial ten (10) business day period.

#### **15.4 INSOLVENCY**

A Party:

- a) voluntarily or involuntarily files or has filed against it a bankruptcy or other similar petition,
- b) enters into an assignment of its assets for the benefit of its creditors or
- c) otherwise is unable to pay its debts as they become due.

#### **15.5 REMEDIES.**

Upon the occurrence of, and during the continuation without cure of, an Event of Default, the Non-Defaulting Party shall have the option, but not the obligation, to terminate this Agreement and the Defaulting Party shall be liable to the Non-Defaulting Party for damages for Default.

- d) Purchaser Event of Default. If a Purchaser Event of Default occurs,
  - i. Seller shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Purchaser, and promptly following such termination, shall have the right to remove the System from the Premises.
  - ii. Purchaser shall be liable to Seller for actual, direct damages, including but not limited to lost revenues for the sale of Output due to a Disruption of Delivery.
  - iii. Subject to ordinary wear and tear of the System, Purchaser agrees to pay Seller for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the System, to the extent resulting from negligence or intentional misconduct of Purchaser or any of its contractors, agents, tenants, employees, partners, owners, subsidiaries, affiliates or invitees.
  - iv. Until the termination of this Agreement under this Section 15, Seller shall have the right, but not the obligation, to deliver the Output to the Purchaser, and the Purchaser shall be obligated to purchase and pay for such Output in accordance with this Agreement.
- e) Seller Event of Default. If a Seller Event of Default occurs,
  - i. then Purchaser shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Seller. Following such termination, Seller shall have the right to remove from the Premises that portion of the System located on the Premises within thirty (30) days after such termination, and shall promptly make



or have made any repairs to the Premises to the extent necessary to repair any adverse impact such removal causes to the Premises.

- ii. Seller shall be liable to Purchaser for any actual, direct damages caused by a Seller Event of Default.
- iii. Seller agrees to pay Purchaser for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the Premises or Purchaser's personal property or fixtures on the Premises, to the extent resulting from negligence or intentional misconduct of Seller or any of its contractors, second-tier contractors, agents, employees, partners, owners, subsidiaries or affiliates.

#### **15.6 NET METERING CREDIT INCONSISTENCY**

In the event that Purchaser determines that a difference between the Output and the sum of the offset and Net Metering credits provided by the Host Utility exists, Purchaser shall have one (1) year from receipt of an invoice from Seller to contest the consistency between the invoice submitted by Seller and the sum of the offset and the Net Metering credits provided by the Host Utility.

#### **15.7 LIMITATION OF LIABILITY**

While the Defaulting Party shall be liable to the Non-Defaulting Party for actual, direct damages caused by an Event of Default, neither Party shall be liable to the other Party for any special, indirect or consequential damages arising out of the performance or non-performance of this Agreement, whether caused by negligence, tort, strict liability, breach of contract, or breach of warranty.

#### **15.8 RESERVATION OF RIGHTS**

Neither termination nor the exercise of any other right or remedy by a Non-Defaulting Party hereunder shall eliminate the Non-Defaulting Party's right to pursue any other remedy given under this Agreement now or hereafter existing at law or in equity but shall not include compensatory, punitive or other form of exemplary damages.

#### **15.9 MUTUAL GENERAL INDEMNITY**

To the maximum extent permitted by law, each Party hereto (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, agents and employees of such other Party, and the affiliates of the same (collectively, the "Indemnified Parties"), from and against all loss, damage, expense and liability in connection with this Agreement (including court costs and reasonable attorney's fees) to the extent caused by, or arising out of, the negligent acts or omissions of the Indemnifying Party, or resulting from an Event of Default that is not cured pursuant to the provisions of this Agreement.

#### **15.10 DEFENSE OF CLAIMS**

An Indemnifying Party shall have the right to defend an Indemnified Party by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the

Indemnified Party, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnified Party shall take any action relating to such claims or actions within the indemnification obligations hereof without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld in the exercise of its commercial business judgment, and no Indemnifying Party shall settle any such claims without the Indemnified Party's prior written consent, unless the settlement includes a full and unconditional release of claims against the Indemnified Party.

#### **15.11 RELEASE OF LIENS AND CLAIMS**

So long as Purchaser has paid all amounts that become due and owing to Seller hereunder, Seller shall hold harmless Purchaser from all liens and claims filed or asserted by Seller's independent contractors, second-tier contractors or other third parties against Purchaser or the Premises for services performed or material furnished to Seller by such parties. Seller shall, at no cost to Purchaser, promptly release, discharge or otherwise remove any such lien or claim by bonding, payment or otherwise and shall notify Purchaser of such release, discharge or removal. If Seller does not timely cause any such lien or claim to be released, discharged or otherwise removed, Purchaser shall have the right (but not the obligation) to pay all sums necessary to obtain releases, discharges or removals (including the settlement of any lien or claim). In such event, Purchaser shall have the right to deduct all amounts so paid (plus reasonable attorneys' fees) from amounts due Seller hereunder. Alternatively, upon reasonable demand by Purchaser, Seller shall reimburse Purchaser for such amounts within twenty (20) business days of receipt of such demand.

#### **15.12 DISCLAIMER OF WARRANTIES**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER (INCLUDING ANY SERVICES, GOODS, MATERIALS OR OTHER ITEMS SUPPLIED HEREUNDER), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

### **16. ASSIGNMENT**

#### **16.1 ASSIGNMENT BY PURCHASER**

Purchaser shall have the option to assign this Agreement with the express written consent of Seller and the written approval of the Host Utility. Such consent shall not to be unreasonably withheld.

#### **16.2 SUBSTITUTE SOLAR ENERGY POWER PURCHASE AND SALE AGREEMENT**

In the event that Purchaser terminates this Agreement during the Term because it will no longer own or occupy the Premises, Purchaser shall use commercially reasonable efforts to facilitate discussions between Seller and a successor owner or occupant of the Premises regarding the sale of Output to such new owner or occupant pursuant to an assignment of this Agreement acceptable to Seller. In the event that Seller accepts such an assignment or enters into an agreement with such new owner or occupant for the sale of Output on terms at least as favorable to Seller as this Agreement, then Purchaser shall have no further liability to Seller. Otherwise, Purchaser shall be liable to Seller for damages in accordance with the provisions of Section 15.

### **16.3 ASSIGNMENT BY SELLER**

- a) Seller may, with the prior written consent of Purchaser which consent shall not be unreasonably withheld, assign its interest in and be released from its obligations under this Agreement, as long as the assignee shall expressly assume this Agreement and agrees to be bound by the terms and conditions hereof.
- b) Seller may, without the consent of Purchaser, (a) transfer or assign all or substantially all of its rights and obligations hereunder to an affiliate or successor or (b) collaterally assign to its lenders, in connection with a financing of the System, all or any part of Seller's rights or obligations hereunder. Purchaser agrees to provide acknowledgements, consents, or certifications reasonably requested by Seller's lenders in conjunction with such financing. Seller shall inform Purchaser of any such transfers or assignments.

## **17. MISCELLANEOUS**

### **17.1 DISPUTES**

The Parties agree to attempt to resolve any dispute, controversy or claim (each, a "Dispute") arising out of or relating to this Agreement or any breach or alleged breach hereof through an informal process that shall be assigned to an executive officer of each Party. In the event such a process fails, each Party may seek appropriate relief in a court located in Fairfield County, Connecticut having jurisdiction.

### **17.2 NOTICES**

Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered

- a) personally to the Party to whom notice is to be given,
- b) by electronic mail to the Party to whom notice is to be given (provided receiving Party issues an electronic mail receipt acknowledgment),
- c) by a recognized overnight delivery service to the Party to whom notice is to be given, or
- d) to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name below, or at the most recent

address specified by written notice given to the other Party in the manner provided in this Section 18.3.

**If to Seller:**

1 River Road  
Building 53  
Schenectady NY 12345  
Attention: Erik Schiemann  
Phone: (518) 385 4884

**If to Purchaser:**

City of Bridgeport  
Director, Department of Public Facilities  
Margaret E. Morton Government Center  
999 Broad Street 2<sup>nd</sup> Floor  
Bridgeport, CT 06604

With a copy to:

City Attorney  
Office of the City Attorney  
Margaret E. Morton Government Center  
999 Broad Street 2<sup>nd</sup> Floor  
Bridgeport CT, 06604  
Phone: (203) 576 7130

**17.3 APPLICABLE LAW AND JURISDICTION; WAIVER**

This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Connecticut, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction. The Parties hereby consent and submit to the personal jurisdiction of the courts of Connecticut.

EACH OF SELLER AND PURCHASER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION.

**17.4 ENTIRE AGREEMENT**

This Agreement and any documents expressly incorporated herein by reference shall constitute the entire Agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, representations, and statements, including any marketing

materials and sales presentations whether oral or written. There are no agreements, understandings, or covenants between the Parties of any kind, expressed or implied, or otherwise, pertaining to the rights and obligations set forth herein that have not been set forth in this Agreement.

#### **17.5 AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

#### **17.6 INVALIDITY**

The invalidity or unenforceability, in whole or in part, of any portion or provision of this Agreement will not affect the validity and enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid or unenforceable, the Parties shall immediately renegotiate in good faith such term or provision of this Agreement to effectuate the same intent and to eliminate such invalidity or unenforceability.

#### **17.7 COUNTERPART EXECUTION**

This Agreement may be executed and delivered by the Parties in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

#### **17.8 NEUTRAL INTERPRETATION**

The Parties acknowledge that this is a negotiated Agreement and, in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either Party.

#### **17.9 HEADINGS**

Any headings or captions contained in this Agreement are for reference purposes only and are in no way to be construed to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

#### **17.10 NO WAIVER**

No waiver of any of the terms and conditions of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the

terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

**17.11 SURVIVAL**

Any provisions that are necessary to give effect to the intent of the Parties hereunder after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

[the next page is the signature page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have each executed this Solar Energy Power Purchase and Sale Agreement, as of the Effective Date.

**SELLER:**

**GENERAL ELECTRIC INTERNATIONAL, INC.**

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

Name: Erik Schiemann

Title: GE Solar Business Leader

**PURCHASER:**

**CITY OF BRIDGEPORT, CT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF EXHIBITS

Exhibit A	Description of Premises and the Site
Exhibit B	System Description and Specifications
Exhibit C	Solar Electricity Price
Exhibit D	Sample Invoice and Electronic Fund Transfer Instructions
Exhibit E	Form of Notice of Installation Completion and Service Commencement Date
Exhibit F	Access Agreement (with Insurance Requirements)
Exhibit G	City of Bridgeport Safety Plan





## EXHIBIT B

### System Description and Specifications

#### Performance Guarantee

"Nominal Calculated Energy" is the energy defined in the following table.

	Years 1-5	Years 6-10	Years 11-15	Years 16-20
Nominal Calculated Energy (kwh)	3,889,713	3,793,438	3,699,545	3,607,977
Guarantee	90%	90%	90%	90%
Performance Guarantee (kwh)	3,500,742	3,414,094	3,329,591	3,247,179

(a) Guarantee. Over the term of each first five year block Seller guarantees that the System will achieve ninety per cent (90%) of the Nominal Calculated Energy.

(b) Energy Output Tests. To demonstrate that the Performance Guarantee has been fulfilled, the Buyer may elect to receive a summary report of total energy production annually. Performance Guarantee shall only be applicable cumulatively over the each five year period. 90% performance shall not be guaranteed annually over any separate period of the agreement other than the 5 year blocks defined in the above table.

(c) In no event will the Seller be responsible for the cost of the Premises operation or operating personnel required to accept the energy. In the event that Premises usage does not exceed 90% of the Nominal Calculated Energy the Performance Guarantee will only extend to the limit of the energy used by the Premises.

(d) Review Period. If at the end of the fifth year of operation the energy delivered to the Premises does not meet the Performance Guarantee, the Seller shall, upon reasonable notice from Purchaser, be afforded thirty (30) continuous days to review the reports and energy output.

(e) Liquidated Damages. If after the cure period the system failed to achieve the Performance Guarantee as evidenced by the test result, the Seller shall pay to the Buyer as liquidated damages, and not as a penalty, a sum calculated in accordance with the following formula:

$$[PG (90\%) = [90\% * \text{Nominal Calculated Energy} - \text{Energy Provided(kwh)}] \times [\text{Utility Retail Rate-PPA Rate}(\$/\text{kwh})]$$

(f) Aggregate Damages. The Seller's aggregate liability hereunder for liquidated damages for failure to achieve the Performance Guarantee shall not exceed twenty percent (20%) of the total delivered energy. Notwithstanding the foregoing, the Seller shall have no liability to the Purchaser for liquidated damages for failure to achieve the Performance Guarantee unless the Purchaser suffers economic harm as a result of such failure. The liquidated damages for failure to achieve the Performance Guarantee and the corrective action required by this Exhibit to be taken by the Seller for deficiencies in performance shall be the Purchaser's exclusive remedies for and the Seller's sole obligations arising out of such deficiencies.

1. System Location: 1285 Boston Ave, Bridgeport, Connecticut
2. System Size (DC KW): 615.8 KW
3. Expected First Year Energy Production (kWh): 785,761 kWh

(g) to achieve the Performance Guarantee and the corrective action required by this Exhibit to be taken by the Seller for deficiencies in performance shall be the Purchaser's exclusive remedies for and the Seller's sole obligations arising out of such deficiencies.

EXHIBIT C

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Solar Electricity Price

<b>Contract Year</b>	<b>PPA Rate</b>
1	\$0.0550/kwh
2	\$0.0550/kwh
3	\$0.0550/kwh
4	\$0.0550/kwh
5	\$0.0550/kwh
6	\$0.0550/kwh
7	\$0.0550/kwh
8	\$0.0550/kwh
9	\$0.0550/kwh
10	\$0.0550/kwh
11	\$0.0550/kwh
12	\$0.0550/kwh
13	\$0.0550/kwh
14	\$0.0550/kwh
15	\$0.0550/kwh
16	\$0.0550/kwh
17	\$0.0550/kwh
18	\$0.0550/kwh
19	\$0.0550/kwh
20	\$0.0550/kwh

EXHIBIT D

Sample Invoice and Electronic Funds Transfer Instructions

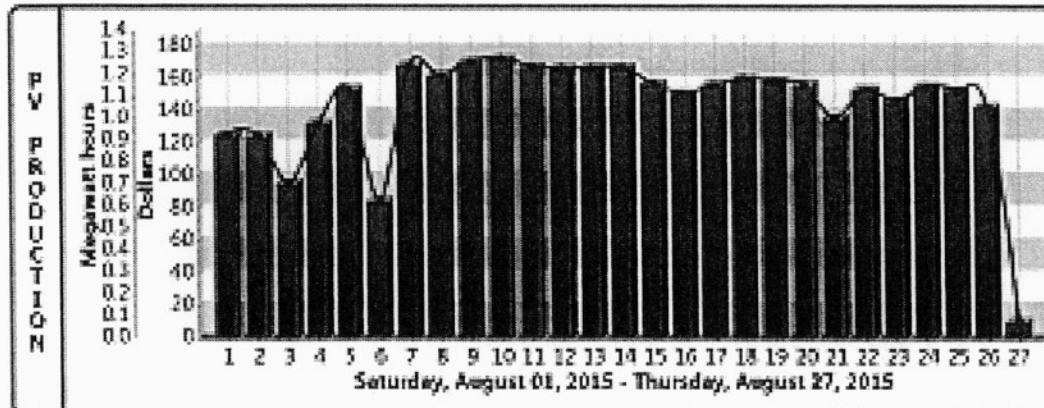


**GE Power & Water**

Customer:	
Invoice: 34930031 0/27/2015	
<b>A M O U N T S</b>	Total PV electricity service charge: \$ 3908.74
	Rate schedule: FPA Rate - Mobile Water \$ 0.135000

<b>B I L L P E R I O D</b>	5/1/2015 to 8/27/2015 27 days
	Current reading: 30311 kWh
	Previous reading: 1357 kWh
	Difference (usage): 30954 kWh

<b>B I L L D E T A I L</b>	Cost per kWh: \$ 0.135000
	Kilowatt-hour usage: 30954
	Total for solar electricity: \$ 3908.74
	General excise tax (0.000 %): \$ 0.00
	Total amount due: \$ 3908.74



## Create Transaction

Model: **DIFF FW EXT PAY**

Model Description: **FREEFORM FW EXTERNAL 2 PARTY PAY**

Instrument Type: **FEDWIRE PAYMENT - EXTERNAL (FWRP)**

Transaction Type: **Freeform**

### Transaction Information

Operative Account: Amount Of Transfer\* (9,999,999.99) 0  
 Offset Account: Currency\* USD - US DOLLAR  
 Payment Details: Transaction Date\* (mm/dd/yyyy) 06/09/2015  
 References: Process Date\* (mm/dd/yyyy) 06/09/2015  
 Additional Information: Further Information: Value Date\* (mm/dd/yyyy) 06/09/2015  
 Control Stamps:

### Transaction Information

Post Operative to WS  Mode Normal  
 Status Created  
 Operative User Code: 0495  Inbound Money Transfer

Transaction Number:

### Operative Account

#### Debit Account

Account ID\* 4656  
 Account #\* 067385758  
 Name\* GENERAL ELECTRIC INTERNATIONAL IN  
 Currency USD  
 Address 1\* TWO CORPORATE DRIVE  
 Address 2  
 Address 3  
 Address 4  
 City\* SHELTON  
 State\* CT  
 Postal Code 06484-085  
 Country\* US

#### Debit Bank

Clearing Code\* ABA - Fed Wire  
 Bank Name\* JP MORGAN CHASE (NEWYORK)  
 Account / Route Code\* 02100001  
 Branch Code  
 Address 1 4 NEW YORK PLAZA FLOOR 15  
 Address 2  
 Address 3  
 Address 4  
 City NEW YORK  
 State NY  
 Postal Code  
 Country US

### Offset Account

#### Beneficiary Account

Account #\*  
 Name\*  
 Address 1\*  
 Address 2  
 Address 3  
 Address 4  
 City\*  
 State\* - Select -  
 Postal Code  
 Country\* - Select -

#### Beneficiary Bank

Clearing Code\* ABA - Fed Wire  
 Bank Name\*  
 Account / Route Code\*  
 Branch Code  
 Address 1\*  
 Address 2  
 Address 3  
 Address 4  
 City\*  
 State\* - Select -  
 Postal Code  
 Country\* - Select -

### Payment Details

### References

Reference Type	Value	Reference	Actions
Reference Type	Value	Reference	<input type="button" value="Apply"/>

## Create Transaction

Model ID: FF FW EXT PAY  
Model Description: FREEFORM FW EXTERNAL 2 PARTY PAY

Instrument Type: FEDWIRE PAYMENT - EXTERNAL (FWRP)  
Transaction Type: Freeform

Save Cancel

### Transaction Information

Operative Account  
Officer Account  
Payment Details  
References  
Additional Information  
Further Information  
Control Stamps

Amount Of Transfer\* (9,991,999.99) 0  
Currency\* USD - US DOLLAR  
Transaction Date\* (mm/dd/yyyy) 06/09/2015  
Process Date\* (mm/dd/yyyy) 06/09/2015  
Value Date\* (mm/dd/yyyy) 06/09/2015

### Transaction Information

Post Operative to WS  Mode Normal  
Status Created  
Operative User Code: 0195  Outbound Money Transfer

Transaction Number:

### Operative Account

#### Debit Account

Account ID: 46236  
Account #: 967385758  
Name: GENERAL ELECTRIC INTERNATIONAL, IN  
Currency: USD  
Address 1: TWO CORPORATE DRIVE  
Address 2:  
Address 3:  
Address 4:  
City: SHELTON  
State: CT  
Postal Code: 06484-085  
Country: US

#### Debit Bank

Clearing Code: SWIFT ID  
Bank Name: JP MORGAN CHASE (NEW YORK)  
Account / Route Code: CHASUS33  
Branch Code:  
Address 1: 4 NEW YORK PLAZA FLOOR 15  
Address 2:  
Address 3:  
Address 4:  
City: NEW YORK  
State: NY  
Postal Code:  
Country: US

Clear

### Offset Account

#### Beneficiary Account

Account #:  
Name:  
Address 1:  
Address 2:  
Address 3:  
Address 4:  
City:  
State: - Select -  
Postal Code:  
Country: - Select -

#### Beneficiary Bank

Clearing Code: ABA - Fed Wire  
Bank Name:  
Account / Route Code:  
Branch Code:  
Address 1:  
Address 2:  
Address 3:  
Address 4:  
City:  
State: - Select -  
Postal Code:  
Country: - Select -

Clear

### Payment Details

### References

Reference Type	Value	Actions
Reference Type	Reference	Apply

**Form of**

**Notice of Installation Completion and Service Commencement Date**

[\_\_\_\_\_] ("Seller") hereby notifies \_\_\_\_\_ ("Purchaser") that pursuant to the Solar Photovoltaic System Power Purchase Agreement between the Parties dated [\_\_\_\_\_] , 2014, the System has been installed and tested successfully and is fully operational and is ready to produce Output to be delivered to Purchaser at the Delivery Point beginning [\_\_\_\_\_] , 201\_], the Service Commencement Date.

Invoicing calculations will be based on the following Meter readings recorded on the Service Commencement Date:

<u>Building</u>	<u>Meter Reading (kWh)</u>
-----------------	----------------------------

Upon receipt of this Notice of Installation Completion and Service Commencement Date please sign one of the duplicate originals of this notice and return one fully executed original to the undersigned.

**SELLER:**

**GENERAL ELECTRIC INTERNATIONAL, INC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

**CITY OF BRIDGEPORT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between GENERAL ELECTRIC INTERNATIONAL, INC. a Delaware corporation having an office at 1 River Road, Schenectady, New York, ("Seller") and the CITY OF BRIDGEPORT, a Connecticut municipal corporation having an office at 999 Broad Street, Bridgeport, Connection 06604 (the "Purchaser").

WITNESSTH:

WHEREAS, the parties have entered into a Solar Photovoltaic System Power Purchase Agreement, dated \_\_\_\_\_, ("PPA"), whereby Seller will sell to Purchaser and Purchaser will buy from Seller electricity for use in the school to be built on 379 Bond Street, Bridgeport, Connecticut ("School Parcel");

WHEREAS, Seller will produce the electricity using a solar photovoltaic system (the "System") installed on a portion of property owned by the General Electric Corporation, 1285 Boston Avenue, Bridgeport, Connecticut (the "Solar Site"), which is located adjacent to the School Parcel;

WHEREAS, the PPA provides that Purchaser will provide the Seller access to the School Parcel for purposes of installing that part of the System located on the Premises, including without limitation, cables and a meter (the "Premises Equipment");

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, privileges and obligations set forth in this Agreement and the mutual benefits to be derived herefrom, the parties, intending to be legally bound, hereby agree as follows:

1. Grant of Right to Access. For the time period commencing as of the date hereof and continuing until the termination of the PPA, Purchaser grants to the Seller and its Representatives access to the School Parcel at all reasonable times, subject to the Seller's compliance with the notice requirements of this Agreement, for the purpose of verifying field conditions, installing the Premises Equipment, operating and maintaining the Premises Equipment, and, to the extent applicable, applicable, repair, replacement or removal of that part of the System located on the Premises. The Seller agrees that it and its Representatives shall use commercially reasonable efforts to minimize the disruptions to Purchaser and their consultants and contractors, and their respective employees, and invitees, during the term of the PPA.
2. Insurance. Prior to entering the School Parcel, the Seller and all Representatives performing any portion of the Investigation, at their respective sole cost and expense, shall provide Purchaser with a certificate(s) of insurance evidencing all workers' compensation, commercial general liability, business automobile liability, and umbrella or excess liability insurance policies and other insurance policies required to be procured and maintained by Purchaser, in substantially the form attached hereto as Exhibit A, and be in full force and effect for the duration of any access. Purchaser shall be named additional insureds (to the extent of the liabilities assumed hereunder) on all policies required to be maintained under this Agreement, as allowed by law.
3. Notice of Access; Coordination; The Seller agrees to give Purchaser written notice two (2) business days prior to the Seller or any of its Representatives undertaking its activities on the School Parcel pursuant to this Agreement or the PPA. Such notice shall set forth the activities to be undertaken at the School Parcel; the identity of the Representative to perform such work and the schedule for the performance of all such work.
4. Site Conditions. The Seller's access to the School Parcel and the work performed by or on behalf of the Seller shall not cause material physical damage to the School Parcel and the Seller shall ensure that promptly following the work the School Parcel.
5. Responsibility for Materials. The Seller agrees that it shall be responsible for any waste generated as a result of the work, and will ensure that all such waste is transported and disposed of in accordance with all applicable laws. The Seller shall sign, as "generator" all waste documentation associated with off-site transportation, treatment and disposal of waste generated by the work.
6. Miscellaneous.
  - a. Governing Law. Seller and Purchaser understand and agree that this Agreement shall be interpreted and construed under the laws of the State of Connecticut.
  - b. Modifications. This Agreement may not be modified except in a writing signed by both Purchaser and the Seller.

- c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Seller and Purchaser and their respective successors and assigns.
- d. Notice. Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered
- a. personally to the Party to whom notice is to be given,
  - b. by electronic mail to the Party to whom notice is to be given (provided receiving Party issues an electronic mail receipt acknowledgment),
  - c. by a recognized overnight delivery service to the Party to whom notice is to be given, or
  - d. to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other Party

**If to Seller:**

1 River Road  
Building 53  
Schenectady NY 12345  
Attention: Erik Schiemann  
Phone: (518) 385 4884

**If to Purchaser:**

City of Bridgeport,

Director, Department of Public Facilities

Margaret E. Morton Government Center

999 Broad Street 2<sup>nd</sup> Floor

Bridgeport, CT 06604

Phone: (203) 576-7130

With a copy to:

City Attorney

Office of the City Attorney

Margaret E. Morton Government Center

999 Broad Street 2<sup>nd</sup> Floor

Bridgeport CT, 06604

[the next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

Signed, sealed and delivered

in the presence of

**GENERAL ELECTRIC INTERNATIONAL,  
INC.**

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Printed Name: Erik Schiemann

Its:

Duly Authorized

\_\_\_\_\_

Printed Name:

**CITY OF BRIDGEPORT**

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Printed Name:

Its:

Duly Authorized

\_\_\_\_\_

Printed Name:

## Exhibit A – Insurance Requirements

The following insurance coverage is required of the Seller and it is understood that Seller shall require similar coverage from every contractor and subcontractor in any tier. The Seller shall procure and present to the City prior to entry onto the Premises, and maintain in effect for the duration of any entry onto the Premises without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's 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 \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

**Business Automobile** 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 \$2,000,000 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 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.

**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 to permanent buildings, structures or improvements (including boiler and machinery equipment), including materials and equipment in transit and thereafter stored on-site or off-site, covering the interest of the City, its contractors and subcontractors and parties having an interest therein. Waivers of subrogation will be provided for all interested parties named herein.

**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: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by a certificate of insurance authorized and executed by the insurer or a properly authorized agent or representative reflecting all coverage required and delivered to the City prior to entry onto the Premises.

Additional insured—The contractor or consultant and its subcontractors will arrange with their respective insurance agents or brokers to name the City as an additional insured party **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 **AND POLICY ENDORSEMENTS** issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's 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

Attention: Purchasing Agent

Margaret E. Morton Government Center

999 Broad Street

Bridgeport, Connecticut 06604

EXHIBIT G

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City of Bridgeport Safety Plan



## GENERAL SAFETY AND PROCEDURAL REGULATIONS

Each contractor/employer is responsible for the safety and health of its employees and for all other individuals affected by the work. Each contractor/employer is to provide line supervision that is knowledgeable of and capable of monitoring and enforcing continuous Safe Work Practices and ensuring continuous Regulatory Compliance.

### Contractor / Employer Responsibilities

*No declaration, act or omission by The City., or its representatives will be deemed to exempt, either wholly or in part, expressly or by implication, any Contractor/Employer or the Contractor/Employer's place of employment, from full compliance with the terms of any environmental, health or safety regulation(s) as stated by the Federal Government, the state government, the county or local city or other jurisdictions applicable to the Contractor/Employer's work. The Contractor/Employer is responsible for the action(s) and/or inaction(s) of its employees, lower tier contractor/employers, vendors, suppliers or guest(s). This Contractor is responsible for monitoring contractor/employer performance and compliance with respect to their contractual obligations. The contractor/employer is responsible for the safety of its employees and other individuals that may be associated with or exposed to its work and to assure the continuous utilization of safe work habits and for continuous regulatory compliance.*

Each Contractor/Employer will be responsible for the development, implementation, effective utilization, supervision, monitoring, and enforcement of a loss prevention program (environmental, health, and safety program) for its employees and for all phases of the work. The continuous compliance with all (1) OSHA, (2) other applicable regulatory agencies and (3) site rules and regulations will comprise the **minimum** acceptable performance standards for each contractor/employer. Each contractor/employer is expected to supplement the overall site safety program with additional rules, regulations or procedures for individuals associated with its work.

Each contractor/employer will be responsible for the PREVENTION of accidents and injuries to employees, other contractors, the public, property and equipment.

The project's safety program will undergo continuous review, monitoring and evaluation, with continuous modification(s) and enhancement(s), as necessitated by legislative action, regulatory updates, work experience, accidents/injuries, the work, the environment, etc. Each company, contractor, or employer has the responsibility to make sure all employees are knowledgeable of and continuously comply with the environmental, health and safety program, including any specific or special procedures or rules for the work being performed and of the job site. Each contractor/employer is responsible for continuously monitoring the effectiveness of implementation, utilization, and enforcement of its Environmental, Health and Safety Program.

Each contractor/employer is required to have a written Injury and Illness Prevention Plan that, at

a minimum, equals or exceeds the City's Environmental, Health and Safety Program. This program must include the adoption and utilization of all standards, regulations and procedures of Regulatory Agencies (Federal, state, and local) and the City's Environmental, Health and Safety Program. (In the absence of an environmental, health, safety program, or any portion thereof, that is equal to or exceeds the City's, the contractor/employer will formally adopt, as its own, the City's Environmental, Health, and Safety Program.) The contractor/employer shall have available documentation of required training for its employees. Employee safety training, regardless of job experience, is mandatory. General safe work practices are important, as is specific training for those jobs with potential special hazards, such as crane operation, powder actuated tools, welding, grinding or other specific types of jobs. Each contractor/employer that may perform or be exposed to job activities that require an OSHA defined Competent Person such as scaffolding, trenching and excavations, fall protection, confined space, respirators, etc, shall ensure that the designated Competent Person is present during the work and that the individual acts "competently". All employees that may be involved or exposed to such work shall have specific, documented training to enable them to recognize hazards and/or changing conditions. Each contractor/employer on the job site is responsible for all training documentation, OSHA record keeping, accident reporting, and other required documentation. All contractors/employers on the job site are responsible for a written and properly implemented Hazard Communications program, which includes Material Safety Data Sheets for each chemical on the worksite.

In addition to requirements for appropriate worker compensation and liability coverage for all employees, it's important that adequate first aid supplies and multi-media trained first aid and resuscitation persons be available. Arrangements for medical evaluation and medical care, transportation and/or emergency rescue should be established prior to beginning work and made known to those individuals at the work site. Specific emergency telephone numbers for fire, police, paramedics, and medical and hospital personnel and facilities shall be maintained by all work site contractors/employers. *(The 911 emergency number shall be reserved for catastrophic and other serious emergencies.)*

In the event of any accident, especially those resulting in bodily injury, property damage, vehicular damage, involvement of a third party, environmental impact, or work interruption, the City management team is to be immediately notified and kept informed of subsequent events and/or results. (Near miss incidents are to be treated as accidents.) Copies of accident reports and investigations, with corrective actions, and copies of all insurance and/or regulatory reporting forms are to be immediately provided to the City management team.

Each worker must be properly trained for the job they are performing. Each company/employer must have knowledgeable field supervision that can communicate with its employees and with the City personnel. In addition, each contractor/employer shall develop, administer and enforce all safety program(s), documentation, and written job specific programs required by OSHA, the

City Industries, and other Federal, state, or local governing, such as, but not limited to, excavation and trenching permits, permit required confined space documentation, etc. Each contractor/employer shall develop and maintain a viable and effective drug and alcohol free program and work environment which is essential for the safety and health of all employees on the job site.

The following are some of the basic safety rules or safe work practices expected of all companies and employees on the job site, although this list is certainly not all inclusive and is not intended to be the only environmental, health and safety regulations, standards, rules, or procedures on the job. (These shall be in addition to those regulatory requirements discussed previously.) The City's management personnel, as well as each contractor/employer or trade may adopt additional, specific or more stringent rules for safety compliance.

Each contractor/employer shall be responsible for the protection of any hazard(s) or hazardous condition(s) associated with or created by its work. Generally, all persons shall follow safe work practices, render every possible aid to safe operations and report all unsafe conditions or practices to their foreman or the site superintendent so they can be protected and/or corrected. (Identified hazards shall be immediately protected.) Foremen or supervisors shall insist on employees observing and obeying every applicable the City, owner, company, state, or federal regulation and procedure as is necessary to safely conduct the work and shall take such action as is necessary to obtain compliance. No "traps" shall be created and/or left unattended. Established warning and informational signs and guards shall be observed and continuously maintained.

Workers shall continuously utilize the prescribed minimum Personal Protective Equipment in order to remain at the job site. Additional personal protective equipment may be required as the result of the work, the work location and/or the work being performed.

Anyone known to be under the influence of drugs or intoxicating substances which may impair the individual's ability to safely perform assigned duties shall not be allowed on the job site or shall be immediately removed from the work environment. Horseplay, scuffling and other acts which tend to have an adverse influence on the safety or well being of employees shall be prohibited. Discrimination and Harassment, in any form, shall, not be tolerated in any degree. Work shall be well planned and supervised to prevent injuries, especially in the handling of materials and in working with equipment. Anyone working with any type of equipment must be properly trained in the safe use of that equipment. No one should knowingly be impaired by fatigue, illness or other causes that they might unnecessarily expose the employee or others to injury. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation unless it has been determined that it is safe to enter. Anyone entering confined spaces must be properly trained and comply with confined space entry rules before entry.

When any trenching or shoring operations are in effect, no one shall enter any trench unless properly supervised by a competent person. All trenching, excavations, and shoring operations are to be performed in the prescribed OSHA manner and no one shall enter a trench unless it is properly shored or sloped according to appropriate OSHA regulations.

Work shall be arranged so employees are able to face a ladder and use both hands while climbing up or down ladders. Straight ladders must have at least 36 inches of the ladder extending beyond the landing to assist employees in safely getting on or off the landing. Only those ladders that meet OSHA specifications may be used on any job site. Any incomplete, modified or damaged scaffolds, false work, or other supporting structures shall be immediately reported to the foreman or superintendent and be repaired, completed, or replaced before use.

No burning, welding or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists and authority for the work is obtained from the foreman or superintendent. Any work involving an ignition or heat source shall be performed with adequate fire suppression equipment supplied by the contractor/employer and immediately available.

Only appropriate tools for each job will be used. All tools and equipment shall be maintained in good condition. Damaged tools or equipment shall be removed from service and tagged defective and not used until repaired or replaced. Portable electric tools shall not be lifted or lowered by means of the power cord, however, they can be lifted with ropes. Electric cords shall not be exposed to damage from vehicles or equipment. Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received proper training and instructions from their foreman. All temporary power sources, including extension cords, shall be protected by Ground Fault Circuit Interrupters. Only trained and authorized persons shall operate machinery or equipment. Gasoline shall not be used for cleaning purposes. Flammable, combustible and fuel gases shall be used, stored and maintained in accordance with mandated regulations. Employees shall cleanse themselves thoroughly after handling hazardous substances and follow special instructions from authorized sources. Appropriate personal protection is required for all jobs requiring the use of this type of equipment. Inappropriate footwear or shoes with thin or badly worn soles must not be worn. Loose or frayed clothing, long hair, dangling ties, finger rings, bracelets, chains and other potentially hazardous materials shall not be worn around moving machinery or other areas where they may become entangled. Machinery shall not be serviced, repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on equipment that is designed or fitted with safeguards to protect the person performing the work. Where appropriate, lockout/tagout procedures shall be used. Employees shall not work under vehicles supported by jacks or chain hoists without protective blocking that will prevent injury if jacks or hoists should fail. Air hoses shall not be disconnected at compressors until the hose line

has been bled. All excavations shall be visually inspected before backfilling to ensure that it is safe to backfill and that no one is in or near the excavation while backfilling. Excavating equipment shall not be operated near tops of cuts, banks or cliffs if employees are working below. Tractors, bulldozers, scrapers and carryalls shall not operate where there is a possibility of overturning in dangerous areas like edges of deep fills, cut banks, and steep slopes.

It is up to each contractor/employer to know and understand the environmental, health and safety requirements for the work site. A safe attitude among all employees on the job site is extremely critical. Employees should be instructed to report all injuries when they occur, so proper medical treatment can be provided if necessary and all incidences can be properly investigated. Each contractor/employer and each employee is responsible for job safety and health.

The City's project management may utilize a progressive discipline plan involving monetary penalties imposed on the contractor/employer for instances of serious, intentional, or repeated non-compliance with all applicable environmental, health, safety and regulatory rules, regulations, standards or procedures, including housekeeping activities. Instances of non-compliance by a contractor/employer's employees (including inappropriate actions and/or a lack of appropriate actions) shall result in:

- A. First occurrence - verbal warning
- B. Second occurrence - documented non-compliance observation notice
- C. Third occurrence - monetary penalty and/or removal from work site of the offending employee and/or field supervision

Monetary Penalty:

- a. Non-Compliance - \$50 to \$150 per occurrence
- b. Serious - \$150 to \$500 per occurrence
- c. Potential for life threatening or serious bodily injury or property damage - \$ 500 to \$1,500 per occurrence

\* ( Non-compliance represents an instance of regulatory and/or safety rules non-compliance that does not appear to immediately pose a threat to the health and safety of an individual, including failure to follow instructions and procedures.

Serious represents an instance of non-compliance that could pose a threat to the health and safety of an individual.

Potential for life threatening or serious bodily injury or property damage, including exposing the public to hazards, represents an instance that appears to pose imminent danger for serious bodily injury, up to and including death or permanent injury and/or substantial property damage.)

The City's project management team will make the determination of the

classification of non-compliance incidents - non-serious, serious and/or potential life threatening.

In cases of repeat monetary penalty, for the same or similar non-compliance issues, the assigned monetary penalty may be multiplied by a factor equal to the number of times the non-compliance issue has been identified and monetary penalties previously assessed to a contractor/employer.

*The City's management and supervision may exercise discretion when administering this progressive discipline policy. Management/supervision **may bypass both verbal and written categories and utilize employee suspension, employee removal from the project and/or monetary penalties if the non-compliance issue is viewed as life threatening, serious, flagrant, willful or intentional.***

The following written information is required of the contractor/employer associated with this project and with the work, upon request of the City's management personnel:

1. Each contractor/employer will provide evidence of an environmental, health and safety program, which includes its site specific Hazard Communication Program (including, but not limited to, its chemical inventory list, providing applicable Material Safety Data Sheets (MSDS), means of communicating with other contractor/employers on site, and of potential exposure(s)). Also included, should be the company's Drug, Alcohol and Contraband Policy (Substance Abuse Policy) and the means and methods of enforcement.
2. Each contractor/employer will describe how its work will proceed and what measures will be taken to insure that hazards associated with the work and hazardous conditions will be controlled to protect all individuals, property and equipment.
3. Each contractor/employer will describe how it intends to comply with OSHA regulations for such work activities as:
  - a.. Respirators, their selection, training, and usage;
    - i. Exposure (air and personnel) monitoring;
  - b. Trenching and excavation, including designated competent person;
  - c. Scaffolding, including designated competent person;
  - d. Fall protection, including training and designated competent person;
  - e. Electrical ground assurance program or GFCI's;
  - f. Confined space, including training, monitoring, rescue, inspection, permits and designated competent person;
  - g. Equipment inspection and certification;

- h. Operator training and certification;
- i. Selection and use of additional personal protective equipment;
- j. OSHA mandated employee training;
- k. Document identification of OSHA defined competent person for such activities as, but not limited to:
  - i. Lead
  - ii. Rigging
  - iii. Welding and cutting
  - iv. Scaffolds (erection, dismantling, and use)
  - v. Fall protection
  - vi. Trenching and excavation
  - vii. Cranes and derricks
  - viii. Material hoists, personnel hoists and elevators
  - ix. Suspended personnel platforms
  - x. Lift-slab operations
  - xi. Bolting, riveting and fitting up
  - xii. Mechanical demolition
  - xiii. Blasting and the use of explosives
  - xiv. Stairways and ladders
  - xv. Asbestos (and other hazardous materials)

4. Each contractor/employer will describe its disciplinary action plan to be utilized in the event of employee non-compliance with the rules of conduct, and/or serious, intentional, or repeated disregard for established rules, regulations, and procedures including the proper utilization of personal protective equipment and the practices required to protect the safety and health of all individuals associated with or adjacent to the work.

5. Each contractor/employer will identify the corporate/company individual responsible for the company's environmental, health, and safety program at this work site – its development, program utilization, continuous monitoring, and program enforcement. The most effective and efficient means of communication shall be documented.

## **ENVIRONMENTAL, HEALTH AND SAFETY RULES, REGULATIONS and PROCEDURES**

All environmental, health and safety work rules, procedures, regulations and standards of regulatory agencies (i.e. Federal, State, local, etc.), including those of the owner and/or his designated representative, are incorporated into the Environmental, Health and Safety Program of the City Industries. Additional rules, procedures and regulations may be developed and

incorporated at the discretion of The Company without prior notice in response to accident experience(s), the work, the work environment, adjacent areas or newly enacted regulatory standards. The City's Environmental, Health and Safety Program will undergo continuous review and evaluation and will experience continuous modification and/or expansion when appropriate.

## **RULES OF CONDUCT**

In order to protect workers, property, equipment/vehicles and the project site and to provide a work environment conducive to efficient and productive work, free from unnecessary hazards and/or distractions, the following rules are established. These rules supplement regulatory compliance requirements. These rules represent the minimum "CODE OF CONDUCT" for all workers and other individuals associated with the work or the work site. Worker actions contrary to these rules will subject the individual to progressive disciplinary action, up to and including termination. In all cases where rules, policies, standards or procedures have not been adhered to, the facts and merits of the case will be given serious consideration by Management before disciplinary action is taken.

### **RULES of CONDUCT and BEHAVIOR:**

It is not intended that these rules cover all causes for disciplinary action: they are intended, however, to cover infractions which are obviously contrary to the best interest of all concerned. The "Code of Conduct" is not intended to be all inclusive but to serve as a guide and represent minimal requirements for acceptable behavior.. This "Code of Conduct" is subject to modification, enhancement, and/or additions at the discretion of the Company.

**Any one of the following act(s) is cause for disciplinary action, which could lead up to and include removal of personnel from job site:**

1. Repeated, intentional, or serious violations of Company and/or General Environmental, Health, Safety, or Security Rules, Regulations, Procedures and/or Standards.
2. Deliberate, flagrant or negligent acts that endanger the safety, health or lives of others or the damage or destruction of tools, equipment or property.
3. Repeated or intentional failure to utilize designated personal protective equipment and/or to utilize such protective equipment in the prescribed manner and for its intended use.
4. Outburst of "uncontrollable" rage, anger or emotional displays that are disruptive to the work and/or individuals associated with the work.
5. Acts of "horseplay."



6. Threatened or actual physical violence at the work site. Threat to do bodily harm to a fellow worker or other individuals associated with the work site, including members of the public. Engaging in fighting, or in activity that could provoke fighting, and/or carrying weapons, i.e. firearms, explosives, flammable or other dangerous instruments.
7. Conduct which violates common decency or morality. Behaving disorderly, immorally or in a manner offensive or disruptive to others.
8. Failure to use assigned toilets.
9. Unauthorized, inappropriate or abusive use of radio transceivers or other communications devices.
10. The intentional or repeated use of obscene, vulgar, degrading or otherwise inappropriate language or physical gestures, including the inappropriate display pictures, signs, flags, emblems, etc.
11. Harassment (i.e., sexual - verbal or physical, etc.) or discrimination (i.e., age, race, sex, gender, religious, national origin, etc.) actions or activities (verbal, physical or otherwise) towards any individual or group of persons is strictly prohibited. (Any individual who contributes to or condones such behavior or is aware of such behavior and does not report it to the Project Management Team will be held accountable to the same degree as the perpetrator(s).)
12. Acts of sabotage and/or bomb threats.
13. Possession or use of weapons, ammunition, explosives, intoxicants, illicit drugs, narcotics, contraband or other unauthorized items on work site property. Reporting to work under the influence of or being in possession of drugs or intoxicants or otherwise being in violation of the City Drug Free Workplace Policy.
14. Bringing "strike anywhere" matches to the work site or have any type of match, cigarette lighter or flame producing device in restricted areas. (Where such items are restricted.)
15. Smoking in unauthorized areas.
16. Gambling on the work site property or bringing illegal gambling and/or not authorized paraphernalia onto the work site property.
17. Abuse, theft or the unauthorized removal of work site ---- property belonging to the work

site, other workers, contractors, vendors or the owner.

18. Creating and/or contributing to unsanitary or poor housekeeping conditions.
19. Operating equipment or vehicles without valid licenses and certificates, where applicable. Every worker is required to notify his supervisor when the required license or certification is restricted, expired, invalid, revoked, is not for the specific equipment or vehicle, or is not in the worker's possession.

If an individual's job duties require the operation of a motor vehicle or equipment the individual is required to notify supervision if his/her driver's license is revoked, restricted, altered, suspended, expired, etc. in any manner.

20. Operating equipment or vehicles in an abusive, reckless, careless manner and/or at excessive speeds.
21. Violation of penal laws.
22. The removal, circumvention, altering, or by-passing any guard or safety device, warning device, barricade or indicator.
23. Disregard of warning signs, including crossing or violating any restricted access signs, barricades, or other designated "no-access" areas without specific authorization.
24. Removal of a barricade, hole cover, or warning system without specific authorization and/or not providing adequate safety protection to avoid creating a "hazard trap" for other individuals.
25. The use of tools, equipment, vehicles, etc., with identifiable unauthorized modifications, defects, malfunctions or missing safety appliances.
26. Unauthorized modification(s) of tools, equipment, vehicles, etc., and/or the utilization of same in a manner for which they were not designed.

The City's management and supervision may exercise discretion when administering this policy. Management/Supervision **may bypass both verbal and written categories and utilize removal from jobsite for a worker if the violation is viewed as life threatening, serious, flagrant, willful or intentional.**

**REPORTING ACCIDENTS, INJURIES, & PROPERTY DAMAGE**

1. Near miss incidents, accidents (even though there may be no injuries or property damage known), injuries and/or occupational illnesses (no matter how slight), must be reported to the City immediately. All incidents involving bodily injury, property damage, of any kind, property loss, or loss of services are also to be reported to the City in a timely manner.
2. All accidents, injuries, equipment damage, and hazardous conditions, no matter how insignificant they may seem, are to be immediately reported to your supervisor. If you are injured, you are to report it immediately to your immediate supervisor, or other project management personnel. If you are aware of any property damage and/or potential injury/illness to other individuals, you are to report immediately to your immediate supervisor and/or the project management. Each individual with knowledge of an incident or alleged incident will be required to thoroughly document their knowledge of the facts and participate in a fact finding investigation.

## PERSONAL SAFETY

***ANY CONDITION OR PRACTICE YOU THINK MAY CAUSE PERSONAL INJURY TO A WORKER OR DAMAGE TO EQUIPMENT OR PROPERTY SHOULD BE REPORTED TO YOUR FOREMAN OR SUPERVISOR IMMEDIATELY.***

27. Loose clothing, dangling neckties, jewelry, etc. must not be worn around moving machinery or equipment.
28. Long hair (head and face) must be contained at all times while working at or near moving machinery and must not interfere with the proper fitting of personal protective equipment.
29. No free hanging or dangling earrings (extending below the ear lobe) or earrings that extend away from the ear shall be allowed.
30. Hair shall be cut short, no longer than shoulder length. Any one with hair longer than shoulder length must wear an approved hair net while on duty and it must not interfere with the proper fit of personal protective equipment.
31. Facial hair shall be kept neatly trimmed, not over one inch in length. Facial hair is not permissible if respiratory protection is to be utilized.
32. Approved hard hats, in good condition and without holes, cracks or other defects, will be worn by all personnel and visitors at **all** times on **all** job sites, specific location exemptions shall be determined by the project superintendent. Hard hats must be worn according to the manufacturer's recommendation. "Bump" caps are not acceptable. Hard hats shall not be worn over baseball caps. Metal hard hats are not permitted where there

is a potential electrical exposure.

33. Eye protection is required at all times at all job and/or project sites. Industrial grade, ANSI approved, safety glasses shall serve as the minimum eye protection for all workers at a work site. **Additional** eye and face protection will be required for any person working with or around work that produces sparks, splashes, flying objects, chemical exposure, and/or Ultra-violet or Infra-red radiation.

(Material Safety Data Sheets (MSDS's) may dictate additional personal protective equipment that is required when performing some task(s) or being around or handling some products, such as chemicals.)

1. Welder's shields and lens / cutting goggles, with shading appropriate to the type of welding/cutting performed are required for all welding and burning operations.
  2. Full-face shields over safety glasses may be required, as a minimum for any power chipping, grinding or sawing.
  3. Full-face shields over safety glasses (and/or appropriate goggles) may be required, as a minimum, when handling molten materials such as tar or roofing materials.
  4. Special purpose protection is required when handling acids, caustics, carcinogens and chemicals that can be readily absorbed through the skin in toxic amounts.
  5. Special purpose protection is required when sandblasting and high pressure scarifying of building surfaces.
  6. Sunglasses, dark lens or transitional dark lens inside of buildings, low light areas or at night will not be permitted.
8. Heavy duty work shoes, with substantial soles, are required. Open-toed or open-heeled shoes, moccasins, casual footwear, sandals, sneakers, soft-toed shoes, shoes with high soles or heels, cloth and/or synthetic fabric covered footwear (tennis shoes, jogging shoes, athletic shoes, walking shoes, etc.) and/or shoes with holes are forbidden for all individuals assigned work tasks at the project/operations site. In some work areas or work situations, shoes equipped with steel toes or metatarsal protection or other protective footwear may be required. Ask your foreman as to the proper foot protection for the assigned work.
34. Sleeved shirts, with minimum 6 inch sleeves, that cover the shoulders and extend down the arm must be worn at all times. Shirt tails are to be tucked in at all times. No tank tops, mesh shirts, or shirts with holes will be allowed. "Button down shirts" shall be buttoned to within the last two buttons of the shirt, near the neck. Shirts should be presentable, clean and free of significant holes, rips or tears.

35. Long pants which fully cover the legs, free of substantial holes, rips or tears shall be worn at all times. No shorts or cut-offs will be permitted. Clothing should be clean and presentable.
36. Hearing protection, ear muffs or ear plugs, will be properly worn when working around or are performing high noise level jobs.
37. Reflective vests, properly and fully fastened, must be worn by all workers, including subcontractors and/or visitors, when directing and/or working in the vicinity of traffic and/or moving equipment and when designated as a project requirement (i.e. bridge and road projects). All drivers, operators and delivery personnel making deliveries shall properly utilize personal reflective vests when at a project site designated as "reflective vests required" and/or when exposed to traffic and/or moving equipment. The condition, coloring and reflective quality of the garment must be maintained.
38. Personal floatation devices, properly and fully fastened, must be worn by all personnel when working on water vessels and when working over or near water, when standard handrails and/or other acceptable fall protection are not provided as fall protection.
39. Approved respirators will be continuously utilized in conditions where the work environment may be contaminated with dust, fumes, mists, vapors or substances that are harmful to the workers' health. Ask your foreman for the proper mask for the specific hazard.
40. Gloves may be necessary for some operations, depending on the nature of the work and/or hazards involved. The gloves should be designed for the specific work and potential job hazards.
41. When using unfamiliar materials, read manufacturers instructions and labels completely, as some materials may be considered hazardous under certain conditions. Appropriate personal protective equipment and work precautions may be required. Additional information may be obtained by reviewing the appropriate Material Safety Data Sheet (MSDS).
42. Make sure you have all the necessary personal protective equipment required by any particular job prior to beginning work.
43. Drinking or the possession of intoxicating liquors on the job or working under the influence of liquor (intoxicants) will not be permitted and shall be grounds for permanent removal from the job site. Non-prescribed, unauthorized and illegal drugs (substances

that have the effect of altering the mood, reactions, emotions, feelings, bodily functions, perceptions, etc.) are never permitted on the job. Anyone known to be under the influence, in the presence of, or have in their possession any illegal drugs or other banned products shall not be allowed on the job and will be subject to permanent removal from the job site.

44. Obey all posted rules, signs, instructions and barricades.
45. Workers should use normal walkways when coming or going to the job. Do not take short cuts through work, storage, or disposal areas.
46. The use of gasoline, or other flammables or solvents not specifically designed for that purpose, is prohibited for the cleaning of personnel, clothing, equipment or tools or for the starting of fires. Small quantities of gasoline must be transported only in approved safety containers with appropriate labeling (temporary containers). Gasoline engines must be shut off when refueling. When refueling equipment, appropriate fire extinguishers are to be immediately available.
47. NO SMOKING rules must be observed in posted or restricted areas.
48. Compressed gas cylinders must be secured in an upright position. When in storage an appropriate separation between Oxygen and combustible/flammable substances must be maintained. Regulators are to be removed and safety caps secured when cylinders are moved, transported or stored.
49. Do not attempt to operate any machinery, equipment or tools unless you are authorized, trained and qualified to do so and have been assigned to operate by the project supervision.
50. The air supply to pneumatic tools must be shut off and "bled down" before disconnecting and/or attempting any modifications, adjustments or repairs. Safety tie wires or whip checks must be used on all hose connections. Only individuals authorized and trained are to attempt any repairs or modifications.
51. Electric power sources must be disconnected before any adjustments, modifications or repairs can be made to electrical equipment. Repairs and modifications are to be effected only by qualified, trained individuals.
52. Proper manufacturer's safety guards, switches and shields must be in place and fully functional on all power equipment, tools and equipment.

53. Machines must be shut down and energy sources isolated before any adjustments, servicing or repairing to prevent accidental starting. This requires the disconnecting of all power sources and/or following lockout - tagout procedures. Before start up, all guards must be replaced, and all cranks, keys or wrenches used in the service work must be removed. Replacement parts must meet minimum tool specifications (e.g. grinder wheels must be approved for maximum RPM of the machine; wood cutting bits must be approved for wood working; blades must have proper arbor shape, etc.). Machines and equipment are to be shut off at the end of work shifts or when left unattended.
54. Machines must be shut off, brought to a complete stop and disconnected from the power source before removing waste materials or making repairs and/or adjustments..
55. Tools and equipment, including cords and hoses and their connections, must be inspected daily before use by the individual utilizing such tools and equipment. (This includes temporary power sources -- electrical extension cords.)
56. All equipment and machine guards shall be kept in place and functional while the equipment is in operation. Tampering with, modifying, altering, or by-passing a safety guard is prohibited. All guards are to be promptly replaced after repair by qualified individuals after the repair work that necessitated their removal has been completed. No worker is to leave unguarded equipment and machinery un-attended unless appropriate barricades and/or prohibitive information is conspicuously posted.
57. Do not remove, alter, by-pass or tamper with any lock-out / tag-out lock or device unless it is yours.
58. No worker shall work or pass under lifted loads, this includes any portion of their body. Equipment operators shall not carry loads over any personnel. Any exceptions shall be specifically authorized by the project management and any individuals with potential exposure to overhead loads shall be alerted by the equipment operator on each and every occasion of exposure.
59. Equipment operators are responsible for the load weights, rigging, determining equipment load capacity and lifting of loads, including the movement of equipment and loads. Load chart capacity for each piece of equipment shall not be exceeded. If questionable, lift plans shall be developed and discussed with the project management.
60. The workplace shall be kept clean, clutter free and obstruction free. Dispose of all debris in proper receptacles. No work area shall be left obstructed by any construction materials and/or construction debris and exits and walkways shall be kept clear of obstructions,

including cords, hoses, pipe parts, lumber, etc. Construction debris, including trash, dust, mud, lunch debris, scraps, etc., shall not be allowed to accumulate in any work area.

All walking - working surfaces shall be kept clean and uncluttered. Contractors shall not leave the work area without performing appropriate house keeping to maintain a clutter free work area.

61. Radios, TV's or other personal "noise" producing items shall not be allowed in the work area.
62. Cords, hoses, construction materials, construction debris, or stored materials shall not obstruct a walkway or work surface or present a tripping hazard in those areas, including pipe sections or other objects subject to rolling or causing a tripping hazard. All materials, tools and equipment shall be stored in a stable position (tied, stacked, or chocked) to prevent rolling or falling. A safe access to all work areas and exits must be maintained at all times.
63. Tools, equipment, machinery, vehicles and work areas are to be maintained in a clean and safe manner. Defects, malfunctions and unsafe conditions shall be reported to your foreman immediately. Only authorized personnel should attempt to make adjustment, alterations, modifications or repairs to any equipment, machinery or tools. Daily inspections, prior to use each work shift, are the responsibility of each worker.
64. Nails are to be immediately removed from disassembled lumber or bent flush so as not to present a potential hazard to other individuals. Discarded or loose nails shall not be allowed to accumulate on the walking surface.
65. No worker shall expose himself/herself, for any length of time, to a fall greater than 6 feet to a lower level, at any time, without utilizing one of the various forms of approved fall protection. Fall protection shall likewise be provided when hazards are at a lower level, such as exposed vertical rebar, operating equipment, heat sources, chemicals, water, etc., regardless of the height. Fall protection plans shall be developed prior to starting the work when a potential fall hazard may be present.
66. When a hazard is created by contractor's work, the contractor is responsible for protecting the hazard and for protecting other workers or individuals that may encounter the hazard, during the work period or when left unattended. No "traps" are to be left for individuals entering the work area at a later time. (A created hazard shall not be left un-attended for any period of time by the employee of the contractor assigned the work task.) Individuals in adjacent areas to the work, above or below the work shall be alerted and/or protected by the contractor(s) performing the work, including individuals with exposure to



migrating fumes, mists, dusts, gases, odors, etc..

67. All barricades, warning and informational signs and other warning systems are to be observed and strictly complied with. No worker shall cross a barricade or enter a restricted area without specific authorization from the project supervision.
68. Any barricades, signs or warning systems that are moved, removed or altered shall remain the responsibility of the worker(s) in the immediate area and other forms of personal and area protection shall be developed and maintained. Any worker temporarily altering or removing a barricade in order to accomplish the assigned work shall develop other forms of personal protection and/or personnel protection until such time as the barricades, guards or warning systems are restored.
69. No worker shall remove a hole cover or guardrail from any floor opening, wall opening, open sided floor, or scaffolding without specific authorization by the project supervision.
70. No worker shall enter a trench or excavation greater than 5 feet in depth unless a trench shield is used, the trench is properly shored or the slopes are laid back to the appropriate angle for the specific type of soil being excavated and appropriate access is provided. No worker shall enter a trench without another employee present on the surface. **A competent person is required to inspect the work area daily prior to workers' entry.**
71. Electrical power tools and temporary power sources shall be properly grounded before operation. Ground Fault Circuit Interrupters (GFCI) shall be utilized when temporary power sources, including extension cord sets, are in use. Do not use any tool with frayed or damaged insulation or plugs and missing grounding pens. Each worker is obligated to inspect their tools and equipment prior to use, including the temporary power source.
72. Use tools only for the purpose for which they were designed:
  - a. Damaged tools should not be used until repairs are affected by authorized personnel.
  - b. Do not use pipe extensions or tools for added leverage.
  - c. Do not use tools or equipment with mushroomed heads such as chisels, bullpoints, hammers, etc.
73. Workers shall ensure that appropriate fire extinguishing equipment is immediately available when utilizing any tools or equipment or performing any work that produces flame, heat and/or sparks. Adjacent areas and individuals shall be protected from heat, flying sparks or objects and/or radiations.
74. Individuals in adjacent areas shall be protected when workers are utilizing tools or

equipment or performing work that produces ultra-violet and/or infra-red radiation.

75. High pressure compressed air should be used only on designated jobs. Never use high pressure compressed air to blow off clothing.
76. Use proper lifting techniques. Bend your knees, grab the load firmly and then raise the load keeping your back as straight as possible. Keep the load close to your body. Obtain help to lift heavy loads, loads of unusual shape and loads to unusual size.
77. Personal vehicles are not to be brought into or parked in a work location or yard. Park only in designated parking areas. (Never stop, stand or park around or behind construction vehicles/equipment that appear to be parked.) Company vehicles are to be parked in designated areas and/or protected areas, not exposed to moving vehicular/equipment traffic or other adjacent hazards.
78. Drivers/operators are responsible for the safe movement of their vehicle/equipment. Backing accidents are considered to be PREVENTABLE accidents. Make sure that you are aware of any and all obstacles that may be present around and behind a vehicle/equipment and that safe clearance is available, while maintaining a clear field of vision. If assistance is required, it is the driver/operator's responsibility to secure such assistance prior to moving any vehicle/equipment.
79. Maintain a safety conscious attitude at all times. If a work practice seems unsafe to you, discuss it with your foreman and/or project management before proceeding. With a little forethought a safer way of doing the job can be found.

Workers are expected to be aware of any and all hazards of the work and the work environment and to take appropriate action to protect themselves and others from the hazard, such as establishing guard rail systems, utilizing appropriate personal protective equipments and establishing warning systems to protect others.

It is the worker's responsibility to take appropriate actions if a hazard is encountered and to protect others if a hazard is created during the course of the work. Each individual will be held accountable if he/she continues to work in environments with exposure to unprotected hazards, whether they are located above, adjacent to or below the work area.

Each worker will be held accountable for his/her actions and/or inactions – including the identification of work place hazards, avoiding the potential hazard, initiating appropriate protective measures, and protecting other individuals associated with the work place and/or the work.

Maintaining continuous Regulatory Compliance and the continuous utilization of Healthy and Safe Work Habits is a condition of employment.

## **Hazardous Substances**

As required by the OSHA Hazard Communication Standard, workers have the right to know about hazardous substances that are used daily or are present at the work site. In order to be in compliance, workers must be familiar with the Hazard Communication Standard, potential chemical(s) and other hazards in the workplace, Material Safety Data Sheets (MSDS's), labels and required personal protective equipment.

The main components of the Hazard Communication Standard to be implemented on the work projects are as follows:

1. A written Hazard Communication Program on each work site.
2. Both a general and a specific employee training program, which will include a review of the required personal protective equipment to be utilized.
3. Maintenance of Material Safety Data Sheets (MSDS's) and a list of hazardous substances used on the work site.
4. Labeling of hazardous substances and containers used on the work site.

Requests for Material Safety Data Sheets must be in writing and must be coordinated through your immediate supervisor/foreman or the project superintendent.

Hazardous materials must be transported, stored, applied, handled and identified in accordance with Federal Regulations.

## **Scaffolding**

At a minimum, shall comply with OSHA regulations, including but not limited to:

1. Guardrails, midrails and toeboards must be installed on all open sides of scaffolds with an exposure of 10 feet or greater to a lower level.
2. Scaffold planks must be at least 2 x 10 inch full-thickness lumber, scaffold grade, or the equivalent.
3. Scaffold planks must be cleated or secured from movement or must extend over the end supports by at least 6 inches, but not more than 12 inches.
4. Work platforms shall be fully planked.

5. Scaffold platforms shall be kept clean and clear of construction tools, equipment, materials and/or debris.
6. All scaffold members must be visually inspected before each use. Damaged scaffold members must be removed from service immediately.
7. Access ladders must be provided for each scaffold. Climbing off the end frames is prohibited unless their design incorporated an approved ladder.
8. Scaffolds must be tied off to the building or structure at intervals that do not exceed 30 feet horizontally and 26 feet vertically.
9. Scaffolds should not be overloaded. Materials should be brought up as needed. Excess materials and scrap should be removed from the scaffold when work is completed at the end of each shift.
10. Barrels, boxes, kegs, blocks, and similar unstable objects or surfaces must never be used as work platforms or to support scaffold components.
11. Where persons are required to work or pass under a scaffold, a screen of 18 gauge, ½ inch wire mesh or equivalent protection is required between the toeboards and the guardrail. Individuals at lower levels are to be protected from exposure to falling objects.
12. Overhead protection is required if personnel working on scaffolds are exposed to overhead hazards. Such protection must be 2 x 10 inch planks or the equivalent.
13. Scaffolds or work platforms must not be moved or altered by unauthorized personnel.
14. A competent person shall inspect the scaffolding and its components on each shift prior to use and during erection and dismantling.
15. Scaffolds must be on sound, rigid, solid footing capable of carrying the maximum intended loads without settling. Base plates shall be utilized on the scaffold frames.
16. Each person working from a 2-point suspended scaffold must be tied off to an independent approved safety line.

### **Rolling Scaffolds**

1. No one is allowed to ride rolling scaffolds, except as permitted by OSHA regulations, in

specific circumstances.

2. Rolling scaffolds shall only be used on firm, level surfaces, without holes or obstructions.
3. Caster brakes must be locked when the scaffold is not in motion.
4. Casters must be secured to the scaffold frames by pins or equivalent means.
5. Get help when moving rolling scaffolds. Make certain that the route is clear. Watch for holes and overhead obstructions.
6. Secure or remove all loose materials and equipment before moving scaffold.
7. Platforms must be tightly planked for the full width of the rolling scaffold.
8. Guardrails, midrails and toeboards must be installed on all sides of the work platform that are 10 feet or greater above a lower surface.

## **Ladders**

As a minimum, shall comply with OSHA regulations, including but not limited to:

All types of ladders are available on the job site for your use. There is no excuse for using a makeshift means of access to a work area or for utilizing ladders of inadequate length and strength..

1. Manufactured ladders must be rated for industrial or heavy duty work.
2. Ladders must be inspected by a qualified person and approved for use before being put into service.
3. Painted ladders CANNOT be used.
4. Job-made ladders must be constructed to conform with the established OSHA/MSHA standards.
5. Broken or damaged ladders must not be used. They are to be tagged "DO NOT USE" and promptly removed from service. Ladders to be repaired must be reported to your supervisor.

6. Do not splice together short ladders to make a longer ladder.
7. All straight and extension ladders must be equipped with safety feet or be secured at the bottom.
8. All straight ladders must be tied off at the top or otherwise secured to prevent movement.
9. Ladders must not be placed against movable objects.
10. The base of the ladder must be set back a safe distance from the vertical – approximately one-fourth of the working length of the ladder and anti-slip measures instituted..
11. Ladders used for access to a floor or platform must extend at least 36 inches above such floor or landing platform.
12. The areas around the top and base of ladders must be free of tripping hazards such as loose materials, trash, electrical cords and construction materials.
13. Ladders that project into passageways or doorways where they could be struck by personnel, moving equipment, swinging doors, or materials being handled must be protected by barricades or guards.
14. Workers must face the ladder at all times when ascending or descending.
15. Be sure that your shoes are free of mud, grease, or other substances that could cause a slip or fall.
16. Do not carry heavy, unwieldy, awkward or large materials up or down ladders. You should use both hands to go up or down a ladder. Use a rope or other means of hoisting materials after you reach the work location.
17. Only one individual is allowed on a ladder at one time, unless a two-man stepladder is in use.
18. Always move the ladder to avoid overreaching.
19. Stepladders must be set level on all four feet, with the spreaders fully engaged and locked in place. Stepladders must never be used as straight ladders.
20. Workers must never stand on the top two steps of a stepladder.

21. Metal ladders must not be used for electrical work or in areas where they could contact energized wiring or equipment.
22. Job made ladders must comply with OSHA/MSHA standards including being constructed of 2"x4" material, at a minimum, for side rails and rungs and 16 penny nails should be utilized. Ladder spacers are to be placed between rungs.
23. Personal fall arrest systems must be utilized when personnel are working from a ladder if their belt buckle goes beyond the ladder side rails.

### **Housekeeping**

At a minimum, shall comply with OSHA regulations, including but not limited to:

Good housekeeping is an important part of any safety program. It is the responsibility of all employees – supervision and workers alike – to keep the job site clean. The individual employee generating construction debris, trash, scraps, etc. is responsible to clean their work area, with proper debris disposal in designated containers/areas, prior to leaving the work site. The individual worker is also responsible for ensuring that construction materials do not represent an obstruction or tripping hazard and do not obstruct exits, access routes, door ways, aisle ways, etc.

1. Scrap materials and rubbish are accident and fire hazards. If an excess of these materials exists in your work area, ask your supervisor to arrange for their removal, prior to you starting work.
2. Combustibles and flammables shall not be allowed to accumulate at a project site.
3. Trash containers should be located in all work areas. If you need one in your immediate work area, notify your supervisor.
4. All trash, waste and scrap must be placed in proper containers.
5. All hazardous wastes that may be generated, including solvent soaked rags or debris must be place in appropriate containers, properly labeled, and dated.
6. Tools and materials must be placed where they will not create a hazard for others or will not create an obstruction.
7. Spilled liquids can cause safety or health hazards and should be protected and cleaned up immediately. For hazardous materials, read the Material Safety Data Sheet for proper

spill cleanup and disposal procedures.

8. Keep change areas clean and orderly. Do not let soiled clothes, food scraps, and drink containers accumulate. Drinking cups, sandwich wrappers, food containers, paper bags, and other trash must be placed in the disposal containers provided.
9. Toilets, wash up facilities, drinking fountains, and water cans are provided for your convenience and comfort. You are expected to help keep them clean and sanitary. Never remove the top from a drink container, unless authorized by project management, and the use of other than single use drinking containers is prohibited. Properly dispose of all single use drinking containers in assigned receptacles.
10. Remove all protruding nails, staples, screws, or other objects that present a hazard to workers or vehicles.
11. All stairways, corridors, ladders, catwalks, ramps and passageways must be kept clear of construction materials, construction debris, loose materials and trash.
12. Combustible material must be kept away from steam lines, heaters and heat producing processes and equipment, any flame work or other heat sources. All combustibles must be cleared at least 35 feet away from areas in which welding is going on, and below job level.
13. Workers that have completed their assigned task(s) are expected to initiate housekeeping activities in their work area until the project supervision assigns additional work task(s).

Operators and drivers not actively working are expected to initiate housekeeping and cleaning activities on their equipment or vehicle until they are required to resume their active task(s) with the equipment/vehicle.

### **Material Handling, Storage and Disposal**

At a minimum, shall comply with OSHA regulations, including but not limited to:

All materials must be properly stacked and secured to prevent sliding, rolling, falling, or collapse. Aisles, stairs, and passageways must be kept clear to provide for the safe movement of personnel and equipment and to provide access in emergencies.

1. Use proper lifting techniques when handling materials:
  1. Know the weight of the load you are going to move.



2. Know the path of movement and the placement location and ensure that they are clear and not obstructed, before you begin to move the load. PLAN YOUR LIFT.
  3. Keep your back straight. Do not bend over.
  4. Bend your knees, get close to the load.
  5. Lift gradually, using your legs. Do not jerk or twist as you lift or begin moving the load.
  6. Get help for bulky, odd shaped or heavy loads.
  7. On multiple-individual lifts, communicate all moves prior to initiating a move or maneuver.
  8. Whenever possible, try to use mechanical aids to reduce the amount of lifting that you are required to do.
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80. All weights to be handled must be known before handling. Those who rig a lift must know the capacity and proper use of the handling device (crane, forklift, chainfall, come-a-long, clamps, chokers, chains, shackles and lifting pens) before proceeding.
  81. The quantity of materials stored on scaffolds, platforms, or walkways must not exceed the rated capacity of the platform and must not exceed that required for one day's operation.
  82. Protruding nails and wires must be bent over flush or pulled when forms or materials are stripped, uncrated or moved.
  83. All protruding nails and wires must be removed or bent over flush, and ragged metal edges protected before the material is handled.
  84. Materials must not be stored in such a way that they may block access to fire fighting equipment, fire exits, or emergency equipment.
  85. Materials or equipment must never be thrown or dropped except in a controlled situation. Check with your supervisor or the Safety Department before setting up a controlled situation. The landing area must be barricaded to protect other individuals.

### **Electrical Safety Precautions**

At a minimum, shall comply with OSHA regulations, including but not limited to:

Each worker is responsible for the inspection of all equipment and temporary power sources before each work shift and before each use.

1. All electrical tools and equipment must be grounded or double insulated and all temporary power sources protected by Ground Fault Circuit Interrupters (GFCI's).
2. Damaged or defective electrical tools, including power cords, must be tagged "out of service" and immediately removed from the work area.
3. Tampering with or the unauthorized repair of electrical tools or equipment is prohibited.
4. Temporary lighting used in damp and/or hazardous locations must be operated at a maximum of 12 volts.
5. Personnel must not work on or in proximity to energized circuits or any voltage unless adequate safety measures have been taken and the work operation has been reviewed and approved by the project superintendent and the Safety Department.
6. Machinery or equipment CANNOT be operated within 15 feet of electric power lines except where the electrical distribution or transmission lines have been de-energized at the point of work, or where insulating barriers not part of, or an attached attachment to machinery or equipment have been erected to prevent physical contact with the lines.
7. Temporary lighting must have guards over the bulbs. Broken and burned-out lamps must be replaced immediately. Bulbs must not extend beyond the protective guards. Do not attempt to remove broken bulbs until the circuit has been verified to be de-energized.
8. Energized wiring in junction boxes, circuit breaker panels, and similar locations must be labeled and covered at all times, and when appropriate, locked.
9. Hazardous areas must be tagged, barricaded, and appropriate warning signs posted.

### **Electrical Hazards – extension cords**

Flexible cords may not be:

1. Used as a substitute for fixed wiring.
2. Run through doors, windows, sharp edges, etc. without adequate protection.
3. Attached to building surfaces.
4. Have connections wired or taped to prevent easy disconnect.

Flexible cords must be:

1. Continuous lengths without splices or taps.
2. Fastened so that there is no pull on joints or terminal screws.
3. Replaced when frayed or the insulation has been damaged or deteriorated.

## **Fall Prevention**

At a minimum, shall comply with OSHA regulations, including but not limited to:

Fall protection must be provided and utilized by each person on a working/walking surface with floor openings or holes, hoist areas, open shafts, unprotected floor and roof sides, or ramps, runways or walkways with unprotected sides or edges 6 feet or more above a lower level or when there are hazards at lower levels such as exposed vertical rebar, operating equipment or machinery, heat sources, chemicals, water, etc., regardless of the height.

1. Floor openings or holes must be protected by guardrails or covers in compliance with OSHA regulations. If covers are used, they must be strong enough to support the loads to be imposed upon them and must be secured to prevent accidental displacement.
2. Do not remove covers on floor openings without approval of your supervisor. When a cover has been removed to bring in equipment or materials, the area must not be left unprotected at any time and the cover or other adequate protection replaced immediately upon completion of the work.
3. Floor openings must be barricaded or covered, secured, and clearly labeled with bright letters "Floor Opening – Do Not Remove" when the floor opening is created.
4. When it is necessary to work inside the barricade around a floor opening, you must utilize personal fall arrest systems per OSHA regulations.
5. For **ANY** work performed beyond a fall protection system consisting of a barricade, the involved workers must utilize an approved Personal Fall Arrest System that is compliant with OSHA/MSHA regulations.
6. Personal Fall Arrest Systems consisting of a Body Harness, lanyard and secure attachment point shall be utilized by ALL personnel accessing an area 6 feet or greater above a lower level not protected by standard guard rails and/or safety nets. Body belts are not accepted as part of a personal fall arrest system. (Body belts may be utilized as part of an approved positioning system.)
7. Jumping from elevated platforms, machines, scaffolds or ladders is prohibited.
8. Use provided safe access and extreme caution when climbing on or off heavy equipment, vehicles, scaffolds, etc.
9. Appropriate guard rails complying with OSHA standards should be provided, regularly

inspected and maintained as necessary.

10. Legible warning signs or caution tape should be placed on barricades, stands, posts, or other suitable stanchions before work starts and must be removed upon completion.
11. Barricades and Warning Lines shall be inspected and maintained before work begins in the immediate area.
12. A safe access must be provided to any and every work area, no matter how seldom it is utilized.

### **Cranes, Hoists, Motor Vehicles, Earth Moving and Heavy Equipment**

At a minimum, shall comply with OSHA regulations, including but not limited to:

Equipment is built for safe operation, but it is only as safe as the operator.

NO worker is to use, move or operate any of this equipment unless he is qualified, adequately trained and assigned to do so by his supervision or the project superintendent.

NO equipment is to be utilized unless a formal inspection is conducted by the operator prior to use.

All hoists must comply with Federal regulations. Material hoists are to be operated by "authorized operators" only. Material hoists may not ever be used for lifting personnel.

The driver and/or operator is responsible for the safety of all passengers, where permitted, and the stability of materials being hauled or handled by his equipment.

**DO NOT** attempt to repair, alter, modify or adjust any vehicle or equipment without the specific authorization of the repair facility manager.

Any serious defects and/or malfunctions are to be reported immediately to the project superintendent, any project assigned maintenance/repair personnel and the repair facility manager. Tag the equipment "**DO NOT USE**" until repair personnel can effect appropriate inspection and repairs.

If a vehicle or equipment becomes stuck or is malfunctioning, **DO NOT** attempt to resolve the situation without first contacting the repair facility manager and/or the repair personnel assigned to the project site and receiving specific instructions.

In the event of an accident involving equipment, the repair facility manger should be immediately notified in addition to the Safety Department and Insurance Department.

The use of personal cellular phones is prohibited while any vehicle and/or equipment is in motion.

## **General**

1. Operators must take signals from only one person; in an emergency, however, a **“STOP SIGNAL”** can be given by anyone.
2. Only standard hand signals will be acknowledged.
3. Routine maintenance, fueling, or repairs must not be performed while the equipment is in use or the power is on.
4. Do not operate any equipment unless the operator is familiar with the equipment operator’s manual and the equipment’s load chart is readily available and the operator has demonstrated knowledge, experience and skill to do so.
5. All loads and lights should be properly secured prior to any movement of the vehicle and/or equipment. When pulling, pushing or towing any load, ensure that all attachments are properly secured and safety chains and pens are properly positioned.
6. The weight of the material and capacity of the equipment or hoist must be known by the operator prior to beginning the lift. Material should be positioned so it cannot shift.
7. Loads must be guided and prevented from swinging by attaching a tag line to the load.
8. Exposure of hands and bodies shall be prevented at all landings and openings with the use of proper barricades.
9. A designated worker must observe clearance of the equipment and give a timely warning for all operations when the operator’s vision is obstructed.
10. Any overhead line must be considered energized unless it has been verified that the line has been de-energized. Never operate a crane where any part of the crane or its load will come within 10 feet of an energized power line.
11. Loads must not be suspended on unattended lifting equipment.

12. All personnel are prohibited from riding the hook, ball or load. Personnel may not ride on any moving equipment except in designated seats.
13. Seat belts shall be provided and utilized for all equipment provided with Roll Over Protection (ROP).
14. Do not ride in the bed of a truck containing any unsecured materials. Do not sit on the side rails or tailgate of a moving vehicle. The driver is responsible for the placement and proper seating of all passengers, including the use of seat belts.
15. Workers are prohibited from riding on loads, fenders, running boards, side rails, tailgates or vehicles with unsecured loads.
16. Workers shall not ride on or work from lifting platforms, baskets, lifting forks, buckets, etc. without engineered safe platforms being provided and authorized by the project superintendent.
17. Drivers must observe all traffic regulations and posted speed limits and must adjust his operation and speed according to the conditions, traffic and other hazards apparent in the area.
18. Drivers must not move any vehicles until riders comply with all safety procedures.
19. Do not back up any equipment or vehicle when the view to the rear is obstructed unless:
  1. The equipment or vehicle is equipped with an operating backup alarm which is audible above the surrounding noise for a distance of 200 feet.
  2. The driver or operator has a clear, unobstructed view of the area he is backing into.
  3. An observer signals that it is safe to back up.

The driver/operator is responsible for the safe movement of the vehicle/equipment, both moving forward and backward as well as parking the vehicle/equipment in a safe location. If fields of vision are obstructed, get assistance.

20. Do not operate any vehicle or equipment that you feel is unsafe. Report any unsafe vehicle or equipment to your supervisor, the project superintendent, or the Safety Department. All defects are to be recorded and reported to maintenance.

21. Unattended motorized equipment must not be left running.
22. The parking brake must be set whenever the vehicle is parked. If chocks are provided, they must also be used when the vehicle is left unattended.
23. At the end of the work shift, the last driver/operator is responsible for securing the vehicle/equipment by removing any loose tools and equipment and by removing the ignition keys to a location designated by the project superintendent. Windows are to be rolled up.
24. Pelican hooks must only be used for sorting and handling sheeting and H piles. Slings must never be rigged on or with pelican hooks.
25. All lifting equipment is to be inspected prior to use with the load capacity known. Defective equipment is to be immediately removed from the work area and tagged "Do Not Use."
26. Lifts shall not be attempted unless the load is accurately known prior to the lift. Any lift that involves a lift that exceeds 85% of the equipments load chart capacity shall require that a formal lift plan be developed and reviewed by all individuals involved in the lift.
27. The operator is responsible for the lift and for the safety of all individuals assisting with the lift and individuals in adjacent areas. The operator should not attempt or continue a lift if he feels that workers are exposed to hazards or if there is any question about the lift and/or the lift procedures.
28. The operator shall ensure that all lifting equipment has the annual inspection documentation, appropriate load charts, and owner's manual. The operator shall be familiar with these manuals prior to operating the equipment.
29. Industrial lift trucks shall be operated only by personnel that have been trained in compliance with OSHA regulations.
30. Equipment and work vehicles should be kept clean and uncluttered. Magazines, books, newspapers, etc. are prohibited in the cabs of equipment and vehicles.

### **Summary of Worker Responsibilities**

1. Each worker is expected to be knowledgeable of and to continuously utilize the safe work rules, regulations and procedures that are appropriate to their work as described by

City of Bridgeport  
Warren G. Harding High School  
Bridgeport, CT  
State Project Number 015-0173N

01042 - 31

Federal, State and local Regulatory Agencies and by the City safe work rules and procedures.

2. Work according to good safety practices as posted, instructed, and discussed.
3. Refrain from any unsafe act that might endanger yourself or others.
4. Use all safety devices and personal protective equipment provided for your protection.
5. Report any unsafe act or unsafe condition immediately to your supervisor, foreman or project superintendent.
6. Assume your share of responsibility for thoughtless or deliberate acts that can create hazards, cause accidents and cause injury to yourself or other individuals.
7. In the event of any accident or injury, report it to your supervision and project superintendent and report to the designated area for treatment. In all cases, you are required to immediately report and document all accidents and injuries in a timely and thorough manner.
8. Maintain a clean, unobstructed, safe work area.
9. Maintain a high level of safety awareness at all times. **THINK BEFORE YOU ACT! IF YOU ARE UNSURE OR NOT TRAINED, ASK FOR ASSISTANCE BEFORE YOU BEGIN WORKING.**



**RIDER "B"**  
**TRADE CONTRACTOR ACKNOWLEDGMENT OF THE**  
**CITY'S GENERAL SAFETY & PROCEDURAL REGULATIONS**  
**AND**  
**ENVIRONMENTAL, HEALTH AND SAFETY RULES, REGULATIONS AND**  
**PROCEDURES**

JOB TITLE: \_\_\_\_\_

TRADE  
CONTRACTOR: \_\_\_\_\_

I acknowledge my responsibility to read and understand the contents of the City's General Safety & Procedural Regulations and the City's Environmental, Health and Safety Rules, Regulations and Procedures. I further acknowledge and agree that it is my responsibility to distribute these documents to all employees and subcontractors of \_\_\_\_\_

(Company Name)

who will be working on the \_\_\_\_\_ project. While working on  
(Project Name)

this project that is being managed by the City Industries, all employees and subcontractors of  
will comply with the General Safety & Procedural

(Company Name)

Regulations and the Environmental Health and Safety Rules, Regulations and Procedures which have been issued as part of the bidding documents for the \_\_\_\_\_

(Project Name)

project. I understand that these represent only minimal safe work rules and procedures. I further understand that failure to comply with these rules and regulations may result in disciplinary action, including but not limited to, fines and/or removal of personnel from the jobsite who have violated the rules and regulations.

Name

Title

Company Name

Date



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**185-14**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport Supervisor's Association, for the period of July 1, 2013 thru June 30, 2017, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

---

*Howard Austin Sr., Co-Chair*

---

*Milta I. Feliciano, Co-Chair*

---

*Susan T. Brannelly*

---

*James Holloway*

---

*Richard D. Salter, Sr.*

---

*Alfredo Castillo*

---

*Melanie Jackson*

**TENTATIVE AGREEMENT**  
**BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION**

**DURATION**

All provisions of this agreement shall be effective as of July 1, 2013 and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) day of June 2018.

**ARTICLE 18 – WAGES INCREASES**

Effective July 1, 2013-3%

Effective July 1, 2014-3%

Effective July 1, 2015-2.5%

Effective July 1, 2016-2.5%

Effective July 1, 2017-2%

**ARTICLE 25 – HEALTH BENEFITS**

All members of the bargaining unit hired after December 31, 2015 will not be entitled to post retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post retirement health benefits.

**ARTICLE 25 – HEALTH BENEFITS**

Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

**EXHIBIT L – CLERICAL ERRORS AGREEMENT**

The Bridgeport City Supervisors Association and the City of Bridgeport are entering into a collective bargaining agreement covering the time frame of July 1, 2013 to June 30, 2018. The parties agree that for a variety of reasons the agreement will be executed in calendar year 2015. The parties further agree to fully cooperate and adjust the collective bargaining agreement for any clerical errors contained within the agreement. It is the intention of the parties that if any clerical errors do occur that the City and BCSA will work to rectify any errors. If the parties are unable to come to an agreement regarding any clerical error revisions, the parties agree to enter binding arbitration in accordance with the procedure established in Article 13 of the Collective Bargaining Agreement.

**NEW LANGUAGE**

For BCSA members who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the city's insurance plan. At that time, the premium cost share shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

**PARTIES AGREE TO RESOLVE LANGUAGE CONFLICTS ON PCS CONTRIBUTIONS**

The parties recognize there is an existing dichotomy in the contract between Articles 25.5A and 25.11 regarding retiree contributions for insurance, and the above language does not resolve that dichotomy. The parties agree to meet within 60 days after execution of this agreement to resolve any language discrepancies in this area.

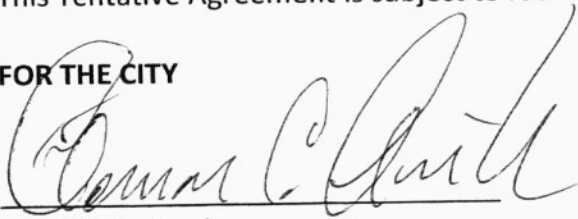
**NEW LANGUAGE DIRECT DEPOSIT** – To be implemented by the City for all Union personnel after the execution of the collective bargaining agreement. Union members must complete necessary authorization forms by May 1, 2016.

**NEW LANGUAGE FURLOUGHS**

The union agrees that all bargaining unit members will have deducted from any retroactive pay the equivalent of 4 days of pay. In exchange for this deduction the bargaining unit members will take four (4) unpaid furlough days, the value of which is being subtracted from any retroactive payment as stated above. Said furlough days must be taken prior to December 1, 2016 or the right to take such time will be lost. Taking of furlough days is subject to the approval of the members supervisors.

This Tentative Agreement is subject to ratification by the union membership and the City.

**FOR THE CITY**



Thomas C. Austin  
Senior Labor Relations Officer

10-13-15

**FOR THE UNION**



Elizabeth Petrocelli, President

10-13-15

*BD* 10/14/15

Bill Finch  
Mayor Bill Finch

10/14/15  
DATE



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**168-14 (Ref. #396-93; 130-95; 279-98 & 154-13)**

**A Resolution by the Bridgeport City Council  
Approving Amendment #5 to the West End Municipal Development Plan  
(the "MDP")**

**To Allow for Residential Adaptive Reuse Development along Railroad Avenue and To Establish 1565 and 1535 Railroad Avenue as Disposition Parcels Under the MDP**

**WHEREAS**, the City Council approved the West End Municipal Development Plan (the "MDP") per Agenda Item #396-93.01 on September 19, 1994; and

**WHEREAS**, the City Council approved subsequent Amendments #1, #2, #3 and #4 to the MDP on May 6, 1996 (#130-95); September 7, 1999 (Item #279-98); January 2, 2001; and November 3, 2014 (Item 154-13); respectively; and

**WHEREAS**, the MDP has a 30-year duration and must be amended from time to time in light of changing economic conditions; and

**WHEREAS**, there is a concentration of vacant, blighted, former industrial buildings located within the area of the MDP that is south of the railroad tracks and north of I-95, stretching along Railroad Avenue and Cherry Street between Fairfield Avenue and Wordin Avenue (known herein as the "Railroad Avenue Adaptive Reuse Area"); and

**WHEREAS**, a number of the buildings within the Railroad Avenue Area are no longer suitable for industrial use but do have economic value as historic structures that can be adapted for residential reuse as multi-unit projects; and

**WHEREAS**, Amendment #4 to the MDP (mentioned above as Item #154-13) called for the Adaptive Residential Reuse of a portion of the properties located within the Railroad Avenue Area, specifically the block bounded by Hancock, Railroad, Howard and Cherry, (the "Cherry Street Block"); and



Report of Committee on ECD and Environment  
168-14 (Ref. #396-93; 130-95; 279-98 & 154-13)

-2-

**WHEREAS**, subsequent to Amendment #4, and subsequent to the City Council authorization to allow the City to acquire and dispose of certain properties within the Cherry Street Block (Item #155-13), approved November 3, 2014), progress has indeed ensued on the residential redevelopment of the Cherry Street Block; and

**WHEREAS**, the City has acquired via foreclosure certain other properties within the Railroad Avenue Area, specifically 1565 and 1535 Railroad Avenue (the "Railroad Avenue Redevelopment Properties") and likewise wishes to see these properties be sold or otherwise transferred to be developed for residential reuse pursuant to this further amendment to the MDP;

**BE IT RESOLVED**, that the West End Municipal Development Plan is amended to specify that the Railroad Avenue Redevelopment Properties are to be developed as Adaptive Reuse Residential Parcels, are to be designated as Disposition Parcels in a manner consistent with the MDP and with the purposes of this resolution, and are to be sold or transferred in the manner permitted by the MDP and that the Mayor and the OPED Director are authorized to take all necessary action and to do all things in furtherance of this resolution and in the best interests of the City.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

\_\_\_\_\_  
Jack O. Banta, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

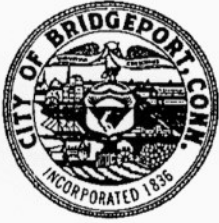
\_\_\_\_\_  
Jose R. Casco

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez





# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*98-14 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Authorizing an Affordable Housing Tax Incentive Agreement  
for Crescent Crossings II,  
a Mixed-Income Affordable Housing Development  
at 252 Hallett Street**

**Whereas** Sections 8-215 and Section 8-216 of Chapter 133 of the Connecticut General Statutes (the "Statute") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Economic and Community Development, (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose; and

**Whereas** the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing; and

**Whereas**, consistent with the Statute, the City has established Chapter 3.24 of the Bridgeport Municipal Code, which establishes the City's "Affordable Housing Tax Incentive Development Program"; and

**Whereas**, Crescent Crossing Phase II, located at 252 Hallett Street (the "Property"), is the second phase in a multi-phased development for the Property, the first phase of which (for 93 units at a cost of approximately \$32 million) is fully financed (in part with a \$5mm CHAMP award from the State Department of Economic and Community Development, as well as with a \$2.9 mm Infrastructure Grant from the State Department of Housing) and is slated to begin construction in 2015; and

**Whereas** Crescent Crossings Phase II represents an approximately \$30 million dollar investment in the new construction of 84 units of affordable housing within a mixed-income development program that shall be for residents anticipated to be earning up to one hundred (120%) percent of the Area's Median Income (the "Project"); and



Report of Committee on ECD and Environment  
\*98-14 Consent Calendar

-2-

**Whereas** the Property, owned by Park City Communities (the "Owner") is to be devoted in part to replacement housing for Marina Village; and

**Whereas**, Crescent Crossings LLC (the "Developer"), an LLC directed by the JHM Financial Group of Stamford, CT has entered into a development agreement with the Owner so as to construct the Project and has also made application to the State of Connecticut for Project funding; and

**Whereas**, in support of the Project's financial structure, the Developer has requested an Affordable Housing Tax Incentive Development Agreement to establish a predictable and supportable tax payment schedule for the Project; and

**Whereas** the City of Bridgeport's Office of Planning and Economic Development ("OPED") finds that the public purposes of the Statute are met with respect to this Project and that the Project is consistent with the City's Master Plan and that it is in the City's interest to support the reinvestment in the Property; and

**Whereas**, the Developer has presented OPED with its financial models for the Project, including capital budget, sources and uses, and operating proforma; and

**Whereas** OPED finds that the financial model shows reasonable operating expenses, reasonable developer return and required reserves all as per industry standards, and further shows that the Project can support an annual tax payment equivalent to 7.7% of the Project's Stabilized Effective Gross Income which is anticipated to be \$850,227 ("EGI"); and

**Whereas** the annual tax payment derived from 7.7% of EGI is equal to \$65,520, or approximately \$780 per unit; and

**Whereas**, it is in the City's interest to encourage the development of high quality affordable, mixed-income housing; and

**Whereas**, the Developer has a solid track record in developing and managing such projects; Now, therefore be it

**RESOLVED** that apart from any public housing replacement units, six (6) of the most deeply affordable units in the Project (with three in Phase 1 and three in Phase 2) shall be reserved for veteran's housing; and

**BE IT FURTHER RESOLVED** that the Director of OPED or his designee is authorized to negotiate and execute an Affordable Housing Tax Incentive Development Agreement for which the base annual tax payment in the first year of stabilized operation shall amount to no less than \$65,520, or \$780 per unit per year, and which shall escalate at 3% per year for the duration of the deed-restricted financing period, anticipated to be up to 35 years, all as detailed in the attached Exhibit 1 – Tax Payment Schedule for Crescent Crossings II; and



Report of Committee on ECD and Environment  
\*98-14 Consent Calendar

-3-

**BE IT FURTHER RESOLVED** that OPEd shall conduct an audit (“Audit”) of the Project to check EGI in March of the 17<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, and 35<sup>th</sup> year of the Tax Incentive Development Agreement. If the Audit reveals that there has been an increase in EGI, the City shall increase the Tax Payment due from the Developer to a figure equivalent to 7.7% of the increased EGI, with such increased payment due at the next normally scheduled tax payment subsequent to the Audit and then due every year thereafter until the next Audit; and

**BE IT FURTHER RESOLVED** that OPEd shall report to the Council on the results of the Audits within one month of completion; and

**BE IT FURTHER RESOLVED** that the Director of the Office of Planning and Economic Development, or his designee, is authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

\_\_\_\_\_  
Jack O. Banta, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

\_\_\_\_\_  
Jose R. Casco

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez

Council Date: August 3, 2015  
Tabled by City Council: August 3, 2015  
Resubmitted: September 8, 2015  
Tabled by City Council: September 8, 2015  
Resubmitted: September 21, 2015  
Tabled by City Council: September 21, 2015  
Resubmitted: October 5, 2015  
Tabled by City Council: October 5, 2015  
Resubmitted: October 19, 2015  
Tabled by City Council: October 19, 2015

Item# 184-14

Agreement between City of Bridgeport and Board of Education re: Bridgeport Building Trades Council collective bargaining agreement.



**Report  
of  
Committee  
on**

**Contracts**

---

**Submitted: October 19, 2015 (Off the Floor)**

**Adopted:** \_\_\_\_\_

**Attest:**

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

**Approved by:** \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**184-14**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and Board of Education regarding Bridgeport Building Trades Council, for the period of August 1, 2015 thru July 1, 2020, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
*Howard Austin Sr., Co-Chair*

\_\_\_\_\_  
*Milta I. Feliciano, Co-Chair*

\_\_\_\_\_  
*Susan T. Brannelly*

\_\_\_\_\_  
*James Holloway*

\_\_\_\_\_  
*Richard D. Salter, Sr.*

\_\_\_\_\_  
*Alfredo Castillo*

\_\_\_\_\_  
*Melanie Jackson*

**Tentative Agreement  
Between  
Bridgeport Building Trades Council  
And the  
City of Bridgeport  
and  
Board of Education**

**Duration**

- All provisions of this agreement shall be in effect as of August 1, 2015 and shall remain in full force and effect until July 31, 2020.

**Terms and Conditions**


- All terms and conditions of the current Collective Bargaining Agreement between the Bridgeport Building Trades Council and the City of Bridgeport and Board of Education beginning on August 1, 2011 and expiring on July 31, 2015, will remain unchanged for the duration of this Tentative Agreement.

This Tentative Agreement is subject to ratification by the Union membership and the City.

**FOR THE CITY**

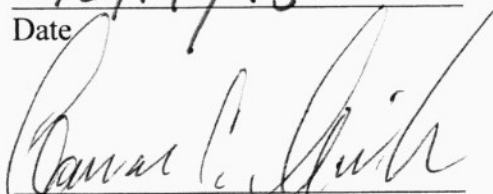
**FOR THE UNION**

  
\_\_\_\_\_  
Mayor Bill Finch

  
\_\_\_\_\_  
Peter Carroll  
Bridgeport Building Trades Council

10/14/15  
\_\_\_\_\_  
Date

10/14/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Thomas C. Austin  
Senior Labor Relations Officer

10-14-15  
\_\_\_\_\_  
Date

AGREEMENT

Between the

**BRIDGEPORT BUILDING TRADES COUNCIL**

and the

**CITY OF BRIDGEPORT  
BOARD OF EDUCATION**

**Contract to Cover  
8/1/2008 to 7/31/2011**

**August 1, 2011 - July 31, 2015**

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**I. THE UNION AND UNION SECURITY**

**PREAMBLE**

The following agreement entered into by and between the City of Bridgeport and the City of Bridgeport Board of Education, hereinafter referred to as "the City", and the Bridgeport Building Trades Council, AFL-CIO, on behalf of its affiliated Unions:

- Bricklayer's Local No. 2
- Carpenter's Local No. 210
- Electrical Local No. 488
- Glaziers Local No. 1274
- Laborers Local No. 665
- Masons Local No. 4
- Painters Local No. 1719
- Plumbers and Steamfitters Local No. 777
- Roofers Local No. 12
- Asbestos Workers Local No. 33

Hereinafter referred to as "the Union", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by this agreement.

**ARTICLE 1  
RECOGNITION**

**1.1** The City hereby recognizes the Union as the exclusive bargaining agent for the bargaining unit consisting of all regular full-time building construction tradesmen employed by the City, but excluding temporary and special situation tradesmen employed on temporary or term basis.

**ARTICLE 2  
UNION SECURITY**

**2.1** All employees, as a condition of employment, and as a condition of continued employment, must be and remain members in good standing of their respective Unions by the paying of regular monthly fees or dues as may be assessed by such Union, provided that before any employee is discharged by the City for violation of this Article, the respective Union shall furnish a qualified replacement who is acceptable to the City. The Union agrees to indemnify, defend and hold harmless, the City against any claims or suits arising from the operation of this Article.

**2.2** The City will deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. When an employee does not have sufficient money due him/her, after deductions have been made for Pension or other deductions required by law, Union dues for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him/her. Neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union to receive such funds from the City.

**ARTICLE 3  
MANPOWER**

**3.1** The City agrees to hire only qualified Union tradesmen or apprentice to fill newly created positions, and only qualified Union tradesmen or apprentices to fill vacancies, the City plans to fill provided that before employee is hired pursuant to this Article, the respective Union shall refer a qualified tradesman or apprentice who is acceptable to the City.

**3.2** **Apprentices:** The City, at its option, may hire apprentices per maintenance department (i.e. Board of Education and Public Works) in accordance with the following ratio.

- 1 apprentice to 3 Journeymen
- 2 apprentice to 4 Journeymen
- 2 apprentice to 5 Journeymen
- 2 apprentice to 6 Journeymen
- 3 apprentice to 7 Journeymen,  
etc.

All apprentices shall be required to meet all applicable Trades standards for applicable apprenticeship.

**ARTICLE 4  
UNION STEWARDS**

There shall be one (1) Steward for the City of Bridgeport and one (1) Steward for the Board of Education.

Should any problem arise in connection with the employee covered by this Agreement, the Steward shall report the matter to his/her superior. If the matter cannot be resolved, the Steward shall then call the respective Union office to resolve the problem.  
There shall be no loss of time when the Steward is doing his/her duty as Steward.

**ARTICLE 5  
VISITS BY UNION REPRESENTATIVE**

Accredited Representatives of the Bridgeport Building Trades Council shall have access the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives and his/her presence will not disrupt the orderly routine of the Department.

**II. MANAGEMENT AND THE WORK PLACE**

**ARTICLE 6  
MANAGEMENT RIGHTS**

Except as specifically modified or restricted by any provisions of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested solely in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to: direct, train, promote, discipline, transfer,

assign, layoff and discharge personnel; recruit and select subject to the provisions of Article 3; determine the number and types of positions, organizational structure and technology required to provide City services; define the duties and responsibilities of each position and function; determine, acquire and maintain essential equipment and facilities required for services and functions; contract for services and material with other units of government and/or private contractors; take any necessary measures to establish and maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; establish and revise or discontinue policies, programs, rules and procedures regarding employee standards of conduct and the manner which work is to be performed; perform the tasks and exercise the authority granted by statute, charter and ordinance to the City in fulfillment of its legal responsibilities.

The City's failure to exercise any right prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in any particular way, shall not be considered a waiver of the City's capacity or ability to exercise such right, prerogative or function or preclude it from exercising the same in any other way not in conflict with the express provisions of this agreement.

The above rights, responsibilities and prerogatives are inherent in the City Council of the City of Bridgeport and it's Mayor, by virtue of statutory, ordinance or charter provisions and this Agreement, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

**ARTICLE 7  
WORK WEEK SCHEDULE AND OVERTIME**

7.1 The work week shall be forty (40) hours per week.

7.2 All employees covered by this agreement will be paid time an one-half for work done in excess of the scheduled work day.

7.3 Work hours for the day shift shall be from 7:30 a.m. to 4:00 p.m. for the BOE and 8:00 a.m. to 4:30 p.m. for Public Facilities. Work hours for the 2<sup>nd</sup> shift shall be 2:00 p.m. to 10:00 p.m. Monday through Friday. The work hours for a shift shall be subject to the right of the City to adjust such hours no more than 2 hours either way not less than 2 business days notice to the Union.

7.4 The day shift shall have a one-half hour unpaid lunch. A paid lunch for the 2<sup>nd</sup> shift shall be from 6:00 p.m. to 6:30 p.m.

7.5 Shift preference shall be on the basis of seniority by job classification based upon job postings as openings occur. Employees shall have ten (10) business days to exercise shift preference rights from the date a job opening is posted. If no preference is indicated then the City may assign as needed. The City may temporarily reassign an employee between shifts for coverage purposes for not more than one shift or upon not less than two (2) business days notice. For purposes of this section only, seniority shall be determined in accordance with the Fairfield Building Trades seniority listed attached as Appendix A.

7.6 During winter and summer vacation for the Board of Education when school(s) may be closed the City may assign employees, upon not less than two (2) business days notice, from the 2<sup>nd</sup> shift to the day shift if possible subject to the needs of the Board as determined by management.

7.7 A shift differential shall be paid to employees assigned to the 2<sup>nd</sup> shift which shall be calculated by paying eight (8) hours pay for seven and one half (7 ½) hours work based upon the hours in Section 7.3 and the one-half hour paid lunch provided for under Section 7.4.

7.8 An employee will work overtime when requested to do so by supervisor. Employees shall be notified of such assignment as soon as practicable. In the event that all employees refuse, or are not available, to work overtime, the least senior employee in the classification, shift, department, and area affected by the overtime work must work such overtime. In the event of an emergency, when asked to work overtime, the employee must not be told to take another day off without pay.

7.9 Overtime will be divided equally among the workers where there is more than one (1) worker in that craft. Employees who decline to work overtime when notified will be charged as if they had worked it.

#### ARTICLE 8

#### GRIEVANCE AND ARBITRATION PROCEDURE

8.1 Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner:

Step I - The employee or the Building Trades Representative, with or without the employee, shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department head shall arrange to meet with the employee or the Building Trades Representative, with or without the employee, to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working day.

Step II - If the grievance still remained unadjusted, it shall be presented by the Building Trades Representative to the City's Labor Relations Officer, in writing, ten (10) days after the response of the Department Head is due. Within one week after submission, a meeting shall be held between the Building Trades Representative and the Labor Relations Officer for the purpose of adjusting the grievance. The City's Labor Relations Officer shall respond in writing to the Building Trades Representative, at the meeting or within fifteen (15) days afterwards. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Office is due, by written notice to the other, request arbitration. The parties agree to submit all grievances to American Arbitration Association (AAA) unless otherwise agreed. The arbitrator(s) shall limit its decision strictly to applications, meaning or interpretation of the provisions of this Agreement. The arbitrator(s) shall not add to, nor subtract from, the term of this Agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue submitted.

The decision of the Arbitrator shall be final and binding on the parties, and the American Arbitration Association shall be requested to issue its decision within (30) days after the conclusion of testimony and argument.

8.2 Each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

8.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II. Upon mutual agreement by the City and the Association, any of the time limits in this Article may be waived.

8.4 The City and the Building Trades agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.

**ARTICLE 9  
DRUG AND ALCOHOL TESTING**

The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes Sections 31-51t through Sections 31-51bd inclusive, excluding section 31-51v. The drug and alcohol testing policy for those employees required to have a CDL shall be incorporated by reference.

**III. MONETARY PAYMENTS**

**ARTICLE 10  
WAGES**

**10.1 4.1** The City shall pay hourly wages representing base hourly wages only and such wages do not include any amounts paid by outside contractors and designated as fringe benefits, welfare contributions, industry funds, pension funds, annuity funds, or similar such payments.

**A) Journeyman Wages** - All Journeymen shall be paid one-hundred percent (100%) of the prevailing negotiated base hourly rate paid to his/her respective Trades in private (non-public) construction. The City will meet and confer with the Building Trades Council regarding any changes.

**B) Apprentice Wages** - Effective August 1, 1986, apprentices base hourly wages shall be according to the following formula:

First Year apprentice rate	1 <sup>st</sup> 6 months 40% of Journeyman's rate 2 <sup>nd</sup> 6 months 45% of Journeyman's rate
Second year apprentice	1 <sup>st</sup> 6 months 50% of Journeyman's rate 2 <sup>nd</sup> 6 months 55% of Journeyman's rate
Third year apprentice	1 <sup>st</sup> 6 months 60% of Journeyman's rate 2 <sup>nd</sup> 6 months 65% of Journeyman's rate
Fourth year apprentice	1 <sup>st</sup> 6 months 70% of Journeyman's rate 2 <sup>nd</sup> 6 months 75% of Journeyman's rate

**10.2** When new wage rates are negotiated and agreed to on an area wide basis, each Union will notify, in writing, the Labor Relations Office of the new rate, and the City shall place such rates in effect on the first day of the month, following the date the specific notice from the Union is received by the City.

**ARTICLE 11  
LONGEVITY**

**11.1** Effective July 1, 1994, employees with five (5) years of continuous service shall receive sixty dollars (\$60) x years of service. Such payments shall not exceed one thousand five hundred (\$1,500) dollars.

**11.2** Eligible employees must be on the payroll as of August first of each year to be eligible to receive longevity payments, and the years of continuous service is computed as of August first of each year.

**11.3** Effective August 1, 2006, employees hired after July 1, 1992, shall be eligible for longevity after ten (10) years of continuous municipal service.

**IV. BENEFITS**  
**ARTICLE 12  
INSURANCE**

**12.1** The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

**A)** "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V - Schedule of Benefits, Revision 7/1/06), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (see Appendix B "Medical Plan").

**B)** Drug prescription family plan (covering all approved medications and with mandatory generic substitution) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment shall be five dollars (\$5.00) for generic drugs, ten (\$10.00) dollars for brand name drugs on the preferred list maintained by the City's Pharmacy

Manager and twenty-five dollar (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescriptions shall be limited to a thirty (30) day supply at retail. For refills beyond the third, mail order must be utilized for maintenance drugs on the list maintained by the City's pharmacy benefits manager or the co-payments and employee payment provided above shall double at retail.

C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").

D) The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix C.

12.2 The City shall provide and pay for the cost of a Group Life Insurance Policy the amount of twenty thousand (\$20,000) dollars with accidental death and dismemberment for all employees.

12.3 Retirees prior to the first day of this Agreement, and employees hired prior to August 1, 2013 who subsequently retire, and their enrolled eligible spouses at the time of retirement, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and shall pay a twenty-five percent (25%) contribution of the annual premium cost, or equivalent cost as determined by the City, for this coverage.

An employee hired on or after 8/1/2013 who subsequently retires, and his/her enrolled eligible spouse at the time of retirement, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make percentage contributions for coverage, equal to the percentage contribution they were making at the time of retirement.

12.4 For employees, and their enrolled eligible spouse at the time of retirement, who retire subsequent to the first day of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare part B offering benefits equal to the Medical Plan and the Prescription Drug Plan, as provided for active employees, as the same may be modified from time to time under this or any future collective bargaining agreement. Coverage for surviving spouses shall terminate upon remarriage. Retired employees and their enrolled spouses must accept Medicare Part B if eligible.

For purpose of this Article "retiree" shall mean"

A. For employees hired prior to 8/1/2013 a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal Employees Retirement System (CMERS) and who (a) has not less than fifteen (15) years of municipal service and is not less than fifty-five (55) years of age upon retirement; or (b) has not less than twenty-five (25) years of municipal service regardless of age. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their surviving spouses, shall make contributions for coverage equal to twenty-five (25%) of the annual premium cost, or equivalent cost as determined by the City, for this coverage.

B. For employees hired on or after 8/1/2013, a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal Employees Retirement System (CMERS) and who has not less than twenty-five (25) years of municipal service. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their enrolled eligible spouses at the time of retirement, shall make percent contributions for coverage equal to the percent contribution they were making at the time of retirement.

12.5 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plans as set forth in Section 12.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans as specified in Section 12.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

12.6 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 12.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 12.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single

member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 12.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at last as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 12.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

**12.7** Effective January 1, 2013, for a benefits eligible employee waiving health benefits coverage in any benefit year, the City shall increase its payment in lieu of health benefits to one thousand five hundred dollars (\$1,500) per benefit year. This amount shall be paid in two (2) equal installments: fifty percent (50%) in June, and fifty percent (50%) in December.

**12.8** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments.

The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

**12.9** A) For members hired as regular full-time employees prior to 8/1/2013, healthcare Premium Cost Share (PCS) contributions for active employees shall be increased according to the following schedule:

Contract Dates	Healthcare PCS
9/1/2012 to 07/31/2013	20%
8/1/2013 to 07/31/2014	22%
8/1/2014	25%

For these employees the PCS will be capped at 25%. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

B) Regardless of start date, any new bargaining unit member hired on or after August 1, 2013 shall pay a health care premium cost share (PCS) for the above named insurances, which shall be payroll deducted weekly according to the following schedule:

One year period bargaining	PCS Rate
August 1, 2013	25%
August 1, 2014	26%
August 1, 2015	27%

PCS contributions shall increase by 1% per year on August 1<sup>st</sup> of each year thereafter, until a copy of 50% is reached.

**12.10** A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for child care from the gross income of the employee for tax purposes.

B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

**12.11 - A)** For employees who retire on or after June 30, 2001 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, a supplemental plan to Medicare Part B providing benefits equal to the Medical Plan, to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase or decrease in such contributions as such increase or decrease may exist from time to time in accordance with the provisions of subsections 3 and 4 of this article.

B) If any employee who retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for and, if eligible, obtain such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium cost and/or contribution by the retiree the cost which the retiree

would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in lieu of Alternative Coverage. The Retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for alternate coverage or the retirees' premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

**12.11** Divorced employees or retirees must notify the City within thirty (30) days of the divorce or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

**12.12** Any employee who leaves City employment and returns to City employment in a manner conforming to Section 210 - "Re-employment Lists" of the Charter of the City of Bridgeport shall, for the purposes of contributions to health care insurance premiums, return to the employee group to which they were formerly assigned as determined by their original date of hire, and shall not be considered a new hire.

## V. HOLIDAYS AND LEAVES

### ARTICLE 13 HOLIDAYS

**13.1** All employees covered by this agreement shall be paid and have the following days off as holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day;

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and any Holidays officially proclaimed as such by the President of the United States, the Governor of the State of Connecticut, and the Mayor of the City of Bridgeport.

**13.2** If a Holiday falls on a Sunday, the following Monday shall be considered the Holiday. If a Holiday falls on Saturday, the Holiday shall be observed the preceding Friday.

**13.3** If an employee, in case of an emergency, is required to work on a Holiday, he/she shall be paid double time.

**13.4** Except for previously scheduled vacation and personal days, employees must work the full work day before and after a holiday in order to be paid for the holiday.

### ARTICLE 14 SICK LEAVE

**14.1** **Sick Leave Allowance:** Employees shall receive ten (10) sick days per year, granted five (5) days on July 1st, and five (5) days on January 1st. New hires shall receive a pro rata number projected through either July 1st, or January 1st, based upon full months.

**14.2** **Sick Leave Accumulation:** Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive working days.

**14.3** **Sick Leave Accumulated at Retirement or Death:**

A) Upon retirement, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. Said credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave up to a limit of 215 days within fifteen (15) days of retirement date, except as modified by paragraph C.

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B) Upon the death of the employee, the amount of sick leave time credit to the employee shall be payable to his beneficiary, as designated by the employee, under the terms of the Connecticut Municipal Employee Retirement Fund (M.E.R.F.).

All sick leave accumulated as of July 1, 1992 shall be paid, if unused upon retirement, at eighty-five (85%) of accumulation at the salary dollar value effective on July 1, 1992.

#### 14.4 Administration:

A) The City shall determine the method of administration of these provisions, subject to the authority of the Mayor and the Director of Personnel when so authorized by the Mayor.

B) The City shall maintain a record for each employee of all sick time taken and accumulated. These records shall be subject to periodic reports to be submitted to him/her.

C) During the effective period of this agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following.

1. A record of an employee's accumulated sick leave shall be submitted to him/her upon request annually.

2. A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not to be less than once annually as soon as the computer system is fully operational.

#### ARTICLE 15

#### BEREAVEMENT AND PERSONAL LEAVE

15.1 Each employee shall be granted leave with pay in the event of a

death in their immediate family. Such leave shall start on the day of death and continue through the day of the burial, except that in no event shall such leave be more than three (3) days commencing with the day of death. For the purposes of this Article, the term

"immediate Family" shall mean and include the following: mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, and foster parents.

15.2 Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied.

#### ARTICLE 16 VACATIONS

16.1 The vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.

16.2 Employees with continuous municipal service of less than one shall be submitted to him upon request at least twice vacation with pay for each month of continuous service, but not to exceed one (1) calendar week in the contract year, such service is rendered. In each contract year, any employee with one (1) or more years of municipal service, but less than five (5) years of such service shall receive two (2) weeks vacation with pay. In each contract year, any employee with (5) or more years of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous municipal service shall receive four (4) weeks of vacation with pay.

16.3 Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year, but are not eligible for the option of payout for unused vacation time.

16.4 Employees with three (3) or more week vacation may exercise the option of carrying over up to a maximum of two (2) weeks of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year, but are not eligible for the option of payout for unused vacation time.

16.5 The parties agree that those individuals who had five(5) weeks vacation at the time the vacation was reduced from five (5) to four (4) weeks, shall be grandfathered so that they retain five (5) weeks of vacation.



**ARTICLE 17**  
**JURY DUTY**

The City will reimburse employees who are summoned and required to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) for the difference in the compensation received from the court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

1. Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty.
2. No employee shall be eligible for the City reimbursement provided herein for jury duty more often than once in a fiscal year.

**ARTICLE 18**  
**MAXIMUM LEAVE**

**18.1** The maximum leave granted to any employee for any reason shall not exceed twelve (12) months.

**18.2** The Director of Labor Relations, or his/her designee, may extend this period, at his/her discretion, when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed sixty (60) days of the end of the leave.

**18.3** Leave of absences shall be granted in accordance with the Family and Medical Leave Act and the City's Family and Medical Leave Policy.

**18.4** All leaves of absence shall be submitted to the Director of Labor Relations for approval.

**ARTICLE 19**  
**WORKERS' COMPENSATION AND MODIFIED DUTY**

**19.1** If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. This work is intended to be transitional and temporary in nature and will normally not exceed three (3) months. The City reserves the right to limit the number of positions available.

**19.2** Employees on workers' compensation shall be granted a leave until they have reached maximum medical recovery, unless otherwise provided under this Agreement.

**19.3** Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as such may be modified from time to time by the Plan Administrator.

**VI. MISCELLANEOUS**

**ARTICLE 20**  
**NONDISCRIMINATION**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any claimed violation of this Article over which the Connecticut Commission on Human Rights and Opportunities and/or Federal Equal Employment Opportunities Commission would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration; thereafter, any such claimed violation may be arbitrated only if so agree by both parties.

**ARTICLE 21**  
**AFFIRMATIVE ACTION**

The City of Bridgeport and the Building Trades Council agree to hire qualified minorities as tradesmen and apprentices in keeping with the Affirmative Action plan endorsed by the Mayor.

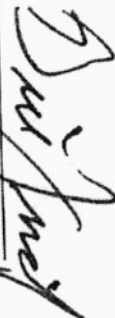
**ARTICLE 22**  
**DURATION**


This agreement will be effective when signed by all parties and approved in accordance with current applicable State Statutes, for the period of August 1, 2011 and shall expire July 31, 2015.

In witness there on this 15<sup>th</sup> day of June  
20 15, the parties hereto set their hands.

**FOR THE CITY**

**FOR THE UNION**

  
Bill Finch, Mayor

  
Peter Carroll, President  
Building Trades

  
Lawrence E. Osborne  
Director of Labor Relations

  
Witness

Appendix A

Original Hire Date	Last Name	First Name	Middle Initial	Job Class Desc	Work Location Desc
03/14/1980	ALVES	CARLOS	M	GLAZIER	BOE GARAGE
03/02/1981	PAGAN	JOSE	M	CARPENTER	BOE GARAGE
03/09/1981	LOMBARDI	JOHN		CARPENTER	FACILITIES MAINTENANCE
08/25/1983	ZIOBO	JOHN		ELECTRICIAN	FACILITIES MAINTENANCE
04/27/1987	MONKS	KEVIN	G	PAINTER	FACILITIES MAINTENANCE
07/17/1991	GOMBAS	GERALD	J	CARPENTER	BOE GARAGE
02/03/1994	GRAY	DAVID		PLUMBER	BOE GARAGE
08/29/1994	RIZZITELLI	GARY	M	MASON	BOE GARAGE
09/13/1994	LOPEZ	RAMON		MASON	BOE GARAGE
11/29/1994	CASERIA	PHILLIP	R	PLUMBER	FACILITIES MAINTENANCE
09/18/1995	SAMATULSKI	LEONARD	M	GLAZIER	BOE GARAGE
07/05/1996	TRISTINE	JOHN	W	PLUMBER	FACILITIES MAINTENANCE
04/03/2000	PIETRANGELI	JACK		ELECTRICIAN	BOE GARAGE
01/27/2003	DELEON	WILLIAM		ROOFER	BOE GARAGE
10/31/2003	MCBRIDE	JERMAINE	L	ELECTRICIAN	BOE GARAGE
03/23/2004	AMBROSE	MARK	A	MASON	BOE GARAGE
08/30/2004	PAZ	RICHARD	W	STEAMFITTER	BOE GARAGE
10/09/2007	PAZ	MATTHEW	L	STEAMFITTER	BOE GARAGE
12/03/2007	GERALD	TRAVIS	E	ELECTRICIAN	FACILITIES MAINTENANCE
02/05/2008	MILLER	ROBERT	C	PLUMBER	FACILITIES MAINTENANCE
12/29/2008	SALANTO	GEORGE	A	ELECTRICIAN	FACILITIES MAINTENANCE
04/27/2009	ALVES	DANIEL	P	MASON	FACILITIES MAINTENANCE
10/28/2009	JACHIMSKI	DANIEL	M	STEAMFITTER	BOE GARAGE
08/22/2011	HENDERSON	LISA	M	PAINTER	BOE GARAGE
09/12/2011	SPORTINI	JOHN	J	ELECTRICIAN	BOE GARAGE
10/24/2011	GILHULY	DANIEL	J	ASBESTOS SPECIALIST	BOE GARAGE
07/23/2012	HINE	BRIAN	E	STEAMFITTER	BOE GARAGE
8/20/2012	MCCARTHY	EDMUND		CARPENTER	BOE GARAGE
08/27/2012	MATURO	ROBERT		PAINTER	FACILITIES MAINTENANCE
09/24/2012	DELANEY	WILLIAM	J	CARPENTER	FACILITIES MAINTENANCE
09/08/2014	STEVENS	CARL		ELECTRICIAN	BOE GARAGE
11/06/2014	PADILLA	GREGORY		ELECTRICIAN	FACILITIES MAINTENANCE

## APPENDIX B

### SUMMARY OF BENEFITS

**Bridgeport City and Board of Education  
BS9 - \$20/ \$40/ \$75/ \$200/ 80 - 20 Copay Plan  
OAP Copay – July 1, 2014**



Annual deductibles and maximums	In-network	Out-of-network
<b>Lifetime maximum</b>	Unlimited per individual	
<b>Coinsurance</b>	You pay 0% Plan pays 100%	You pay 20% Plan pays 80%
<b>Maximum Reimbursable Charge</b> <ul style="list-style-type: none"> <li>• Determined based on the lesser of:               <ul style="list-style-type: none"> <li>• the health care professional's normal charge for a similar service; or</li> <li>• a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area.</li> </ul> </li> <li>• In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of:               <ul style="list-style-type: none"> <li>• the health care professional's normal charge for a similar service or supply; or</li> <li>• the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.</li> </ul> </li> <li>• Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations.</li> </ul>	N/A	200%
<b>Calendar year deductible</b>	<b>Individual</b> None  <b>Family</b> None	<b>Individual</b> None  <b>Family</b> None
<b>Calendar year out-of-pocket maximum</b>	<b>Individual</b> None  <b>Family</b> None	<b>Individual</b> \$1,000  <b>Family</b> \$2,000
Benefits	In-network	Out-of-network
<b>Physician services</b>		
<b>Office visit</b>	<b>Primary care physician</b> You pay \$20 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%

**Bridgeport City and Board of Education  
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
<b>OBGYN visit</b>	You pay \$20 per visit	You pay 20% Plan pays 80%
<b>Physician services (hospital)</b> <ul style="list-style-type: none"> <li>In hospital visits and consultations</li> <li>Inpatient</li> <li>Outpatient</li> </ul>	<b>Inpatient services</b> No Charge <b>Outpatient services</b> No Charge	You pay 20% Plan pays 80%
<b>Surgery (in a physician's office)</b>	<b>Primary care physician</b> You pay \$20 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Allergy Services</b>	<b>Primary care physician</b> You pay \$20 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Preventive care</b>		
<b>Children (through age 2)</b> <ul style="list-style-type: none"> <li>Immunizations are covered at no charge.</li> </ul>	No charge	You pay 20% Plan pays 80%
<b>Adults and children (age 3 and older)</b> <ul style="list-style-type: none"> <li>Immunizations are covered at no charge.</li> </ul>	No charge	You pay 20% Plan pays 80%
<b>Mammogram, PSA, Pap Smear</b> <ul style="list-style-type: none"> <li>Associated wellness exam subject to the office visit copay.</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Hearing Exams to age 18</b>	<b>Primary care physician</b> You pay \$20 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Routine Eye Exam</b> Limited to one per calendar year Excludes refractions	You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Inpatient hospital facility services</b>		
<b>Semi-private room and board and other non-physician services</b> <ul style="list-style-type: none"> <li>Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc.</li> </ul>	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	No Charge	You pay 20% Plan pays 80%

**Bridgeport City and Board of Education  
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
<b>Outpatient services</b>		
<b>Outpatient surgery (facility charges)</b>	You pay \$20 per visit	You pay 20% Plan pays 80%
<b>Outpatient Professional Services</b> • For services performed by surgeons, radiologists, pathologists and anesthesiologists	No Charge	You pay 20% Plan pays 80%
<b>Physical, occupational, and chiropractic therapy</b> • 30 days per calendar year for all therapies combined • Includes physical therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy • Includes chiropractic therapy (Includes chiropractors)	<b>Primary care physician</b> You pay \$20 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Speech Therapy</b> • 60 days per calendar year	<b>Primary care physician</b> You pay \$20 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Cardiac Rehabilitation</b> • Unlimited days per calendar year	<b>Primary care physician</b> You pay \$20 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Lab and X-ray</b>		
<b>Lab and X-ray</b> • Physician's office • Outpatient hospital facility • Emergency room • Independent x-ray and/or lab facility • Independent x-ray and/or lab facility as part of an ER visit	No Charge	You pay 20% Plan pays 80%
<b>Advanced radiological imaging</b> • MRI, MRA, CT Scan, PET Scan, etc. • Inpatient hospital facility, outpatient hospital facility, emergency room, urgent care facility or physician's office	No Charge	You pay 20% Plan pays 80%
<b>Emergency and urgent care services</b>		
<b>Hospital emergency room</b> • Includes radiology, pathology and physician charges • Emergency room copay waived if admitted	You pay a \$75 copay then no charge	You pay a \$75 copay then no charge
<b>Ambulance</b>	No Charge	
<b>Urgent care services</b> • Urgent care copay waived if admitted	\$20 copay per visit	\$20 copay per visit

**Bridgeport City and Board of Education  
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
<b>Other health care facilities</b>		
<b>Skilled nursing facility, rehabilitation hospital and other facilities</b> <ul style="list-style-type: none"> <li>• Combined 60 days per calendar year</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Home health care</b> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Hospice</b> Inpatient services  Outpatient services	No Charge	You pay 20% Plan pays 80%
	No Charge	You pay 20% Plan pays 80%
<b>Other health care services</b>		
<b>Durable medical equipment</b> <ul style="list-style-type: none"> <li>• Unlimited calendar year maximum</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>External prosthetic appliances (EPA)</b> <ul style="list-style-type: none"> <li>• Unlimited calendar year maximum</li> <li>• Includes foot orthotics</li> <li>• Includes Wigs</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Hearing Aid for children to age 12</b> <ul style="list-style-type: none"> <li>• \$1,000 calendar year maximum</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Acupuncture</b>	You pay \$40 per visit	Not covered
<b>Naturopathy Services</b>	You pay \$20 per visit	You pay \$20 deductible per visit, then plan pays 100%
<b>TMJ, surgical and non-surgical</b> <ul style="list-style-type: none"> <li>• Office visits</li> <li>• Inpatient hospital facility</li> <li>• Outpatient facility</li> <li>• Physician services</li> </ul>	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
<b>Oral Surgery</b> <ul style="list-style-type: none"> <li>• Limited to removal of bony impacted teeth including wisdom teeth</li> <li>• Physician's Office</li> <li>• Inpatient Facility</li> <li>• Outpatient Surgical Facility</li> <li>• Physician's Services</li> </ul>	Cost and reimbursement vary based on the facility in which it is performed	You pay 20% Plan pays 80%

**Bridgeport City and Board of Education  
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
<b>Infertility</b> <ul style="list-style-type: none"> <li>Office visit for testing, treatment and artificial insemination</li> <li>Inpatient hospital facility</li> <li>Outpatient hospital facility</li> <li>Physician services</li> <li>Surgical treatment limited to procedures to correct infertility</li> <li>Excludes IVF, GIFT and ZIFT</li> </ul>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>
<b>Family planning</b> <ul style="list-style-type: none"> <li>Office visits</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Physician services</li> <li>Surgical services such as tubal ligation or vasectomy are covered (excluding reversals).</li> <li>Includes contraceptive devices</li> </ul>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>
<b>Oxygen</b>	<p>No Charge</p>	<p>No Charge</p>
<b>Mental health and substance abuse services</b>		
<p>Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:</p> <ul style="list-style-type: none"> <li>Substance Abuse includes Alcohol and Drug Abuse services.</li> <li>Transition of Care benefits are provided for a 90-day time period.</li> </ul>		
<b>Inpatient mental health services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	<p>\$200 copay per admission</p>	<p>\$200 deductible, then you pay 20%, Plan pays 80%</p>
<b>Outpatient mental health physician's office services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	<p>You pay \$40 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<b>Outpatient mental health outpatient facility services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>This includes group therapy mental health and intensive outpatient mental health</li> </ul>	<p>You pay \$20 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<b>Inpatient substance abuse services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	<p>\$200 copay per admission</p>	<p>\$200 deductible, then you pay 20%, Plan pays 80%</p>



**Bridgeport City and Board of Education  
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
<p><b>Outpatient substance abuse - physician's office services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	<p>You pay \$40 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p><b>Outpatient substance abuse outpatient facility services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>• This includes intensive outpatient substance abuse</li> </ul>	<p>You pay \$20 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p><b>Prescription drugs</b></p>		
<p><b>Pharmacy coverage</b></p>	<p>Pharmacy benefits not provided by CIGNA</p>	

### Definitions

**Deductible** – The amount you need to pay before your plan starts paying benefits.

**Coinsurance** – After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.

**Copay** – A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Out-of-pocket** – The amount you need to pay each year before your plan starts paying benefits (may or may not include your deductible).

**Place of service** – Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

### Exclusions

#### **What's Not Covered (*not all-inclusive*):**

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Services provided through government programs
- Services that aren't medically necessary
- Experimental, investigational or unproven services
- Services for an injury or illness that occurs while working for pay or profit including services covered by worker's compensation benefits
- Cosmetic services
- Dental care, unless due to accidental injury to sound natural teeth
- Reversal of sterilization procedures
- Genetic screenings
- Non-prescription and anti-obesity drugs
- Custodial and other non-skilled services
- Weight loss programs
- Hearing aids unless otherwise noted in the schedule of benefits.
- Treatment of sexual dysfunction
- Travel immunizations
- Telephone, email and internet consultations in the absence of a specific benefit
- Eyeglass lenses and frames, contact lenses and surgical vision correction

#### **These are only the highlights**

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

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**Additional Information**

Additional benefit information	In-network	Out-of-network
<p><b>Pre-admission certification – continued stay review (PHS)</b></p> <ul style="list-style-type: none"> <li>• Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified.</li> <li>• Benefits are denied for any additional days not certified by CIGNA Healthcare.</li> </ul>	<p>Coordinated by provider/PCP</p>	<p>Employee is responsible for contacting CIGNA Healthcare. A \$100 penalty is applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission</p>
<p><b>Case management</b></p>	<p>Coordinated by CIGNA HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient’s quality of life.</p>	
<p><b>MH/SA Service Specific Administration</b></p>	<p>Partial Hospitalization, Residential Treatment and Intensive Outpatient Programs:</p> <ul style="list-style-type: none"> <li>• <i>Partial Hospitalization:</i> The coinsurance level for partial hospitalization services is the same as the coinsurance level for inpatient MH/SA services.</li> <li>• <i>Standard for Residential Treatment:</i> Subject to the plan’s inpatient MH/SA benefit. Coverage only if approved through CIGNA Behavioral Health Case Management.</li> <li>• <i>Intensive Outpatient Program (IOP):</i> Benefit is the same as outpatient visits. Coverage only if approved through CIGNA Behavioral Health Case Management.</li> </ul>	
<p><b>Annual reinstatement</b></p>	<p>Not included</p>	
<p><b>Multiple surgical reduction</b></p> <ul style="list-style-type: none"> <li>• Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.</li> </ul>	<p>Included</p>	<p>Included</p>
<p><b>Bereavement counseling - inpatient services</b></p>	<p>Paid the same as inpatient hospice facility</p>	<p>Paid the same as inpatient hospice facility</p>
<p><b>Bereavement counseling – outpatient services</b></p>	<p>Paid the same as outpatient hospice facility</p>	<p>Paid the same as outpatient hospice facility</p>
<p><b>Maternity care services</b></p> <ul style="list-style-type: none"> <li>• Federal maternity - employee, all dependants</li> </ul>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>
<p><b>Abortion</b></p> <ul style="list-style-type: none"> <li>• Provides elective and non-elective coverage</li> </ul>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>
<p><b>Organ transplant</b></p> <ul style="list-style-type: none"> <li>• Travel maximum \$10,000 per transplant (only available in-network)</li> </ul>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>	<p>Cost and reimbursement vary based on the facility in which it is performed with no transplant maximums</p>



Additional benefit information	In-network	Out-of-network
<b>Dental care</b> <ul style="list-style-type: none"> <li>Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth</li> </ul>	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
<b>Routine foot disorders</b>	Not covered	Not covered
<b>Included Health and Wellness Programs</b>		
<b>Well Aware program for better health</b> <ul style="list-style-type: none"> <li>Diabetes included</li> <li>Cardiac included</li> <li>Asthma included</li> <li>Low back pain included</li> <li>COPD – Chronic Obstructive Pulmonary Disease included</li> <li>Weight complications excluded</li> <li>Depression excluded</li> <li>Targeted conditions excluded</li> </ul>		
<b>Health Advisor</b> <ul style="list-style-type: none"> <li>Health Advisor excluded</li> <li>Health Advisor Personal Health Team (PHT) excluded</li> <li>Health Advisor Core/CIGNA Choice Fund Health Advisor excluded</li> <li>Behavioral Coaching excluded</li> <li>CIGNA Well Informed excluded</li> </ul>		
<b>IPHT (Integrated Personal Health Team)</b> <ul style="list-style-type: none"> <li>A co-located team of health advocates providing total health management for the entire population through one phone number – from healthy to acute. Telephone coaching, online self-service tools, and print materials support this fully integrated approach to improving and maintaining health.</li> </ul>		Not Included
<b>Chronic Condition Support (CCS)</b> <ul style="list-style-type: none"> <li>Holistic health support for those with a chronic health condition.</li> </ul>		Not Included
<b>eVisits</b>		Not Included

**Exclusions**

**What's Not Covered (not all-inclusive):**

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an illness or injury which is due to war, declared or undeclared.

### Exclusions

- Charges for which you are not obligated to pay or for which you are not billed or would not have been billed except that you were covered under this Agreement.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: Not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or The subject of review or approval by an Institutional Review Board for the proposed use, except as provided in the "Clinical Trials" section of "Covered Services and Supplies;" or The subject of an ongoing phase I, II or III clinical trial, except as provided in the "Clinical Trials" section of "Covered Services and Supplies."
- Cosmetic Surgery and Therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Dance therapy, movement therapy; Applied kinesiology; Rolting; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental x-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
- Court ordered treatment or hospitalization, unless such treatment is being sought by a Participating Physician or otherwise covered under "Covered Services and Supplies."
- Reversal of male and female voluntary sterilization procedures.
- Transsexual surgery, including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
- Medical and hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under the Agreement.
- Non-medical counseling or ancillary services, including, but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return-to-work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including, but not limited to routine, long-term or maintenance care which is provided after the resolution of the acute medical problem.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Inpatient Hospital Services," "Outpatient Facility Services," "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of "Covered Services and Supplies."
- Private hospital rooms and/or private duty nursing except as provided in the Home Health Services section of "Covered Services and Supplies".
- Personal or comfort items such as personal care kits provided on admission to a hospital, television, telephone, newborn infant

### **Exclusions**

- photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of illness or injury.
- Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
  - Aids or devices that assist with non-verbal communications, including, but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
  - Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
  - Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
  - All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in "Covered Services and Supplies."
  - Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
  - Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
  - Genetic screening or pre-implantation genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically-linked inheritable disease.
  - Dental implants for any condition.
  - Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Healthplan Medical Director's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
  - Blood administration for the purpose of general improvement in physical condition.
  - Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
  - Cosmetics, dietary supplements and health and beauty aids.
  - All nutritional supplements and formulae are excluded, except for infant formula needed for the treatment of inborn errors of metabolism.
  - Expenses incurred for medical treatment by a person age 65 or older, who is covered under this Agreement as a retiree, or his Dependents, when payment is denied by the Medicare plan because treatment was not received from a Participating Provider of the Medicare plan.
  - Expenses incurred for medical treatment when payment is denied by the Primary Plan because treatment was not received from a Participating Provider of the Primary Plan.
  - Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
  - Telephone, e-mail & Internet consultations and telemedicine.
  - Massage Therapy

### **These are only the highlights**

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

Appendix C  
**VISION CARE BENEFITS FOR**  
**CITY OF BRIDGEPORT**

Welcome to VSP Vision Care. Your VSP vision benefit offers you the best in eye care and eyewear.

**PERSONALIZED CARE:** A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

**EYEWEAR:** Choose the eyewear that's right for you and your budget. From classic styles to the latest designer frames, you'll find the eyewear that's right for you and your family.

**CHOICE OF PROVIDERS:** With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider.

USING your VSP benefit is easy.

- Find the right eyecare provider for you. To find a VSP doctor, visit vsp.com or call 800-877-7195.
- Review your benefit information. Visit vsp.com to review your plan coverage before your appointment.
- At your appointment, tell them you have VSP. There's no ID card required.

Your Coverage with a VSP Doctor

**Your Coverage with a VSP Doctor**

- WellVision Exam – Focuses on your eye health and overall wellness
- \$20.00 copay ..... Every 12 months
- Prescription Glasses
- \$30.00 copay ..... Every 12 months
- Lenses..... Every 12 months
- Single vision, lined bifocal and lined trifocal lenses
  - Polycarbonate lenses for dependent children

Frame..... Every 24 months

- \$105 allowance for a wide selection of frames  
 20% off amount over your allowance-

-OR-

Contact Lens Care

No copay applies.....every 12 months

\$105.00 allowance for contacts and the contact lens exam (fitting and evaluation)  
 Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of lenses.

**Extra Discounts and Savings**

Glasses and Sunglasses

- Average 35-40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision exam

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)
- If you choose lenses you will be eligible for a frame 24 months from the date the contact lenses were obtained.

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price.
- Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

**Your Coverage with Other Providers**

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

- Exam..... Up to \$40.00
- Single Vision Lenses..... Up to \$40.00
- Lined Bifocal Lenses..... Up to \$60.00
- Lined Trifocal Lenses..... Up to \$80.00
- Frame..... Up to \$45.00
- Contacts..... Up to \$105.00

CITY ATTORNEY  
Mark T. Anastasi

OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSISTANT CITY ATTORNEYS  
Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS

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Betsy A. Ingraham  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



October 19, 2015

Frances Ortiz  
Asst. City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

RECEIVED  
CITY CLERK'S OFFICE  
OCT 20 A 9:49  
TELEPHONE (203) 376-7647  
FACSIMILE (203) 376-8252  
ATTEST  
CITY CLERK

**Re: Proposed New Ordinance Creating the Bridgeport Environmental Task Force;  
Providing for Membership, Organization and Responsibility; Providing Severability,  
Inclusion in the Code of Ordinances, and an Effective Date**

Dear Ms. Ortiz:

On behalf of the City Administration, attached is a copy of the above-reference proposed ordinance for referral to the Ordinance Committee.

I will be respectfully requesting that at the conclusion of this evening's City Council meeting, Ordinance Co-Chairs Eneida Martinez and/or AmyMarie Vizzo-Paniccia place this item on the Agenda for: (1) REFFERAL TO THE ORDINANCE COMMITTEE and (2) SCHEDULING OF A PUBLIC HEARING TO BE CONDUCTED BEFORE THE FULL CITY COUNCIL AT THE NOVEMBER 2<sup>nd</sup> MEETING.

The three (3) required Motions to be made at the conclusion of this evening's City Council meeting by the Ordinance Co-Chairman(s) are:

1. **Motion to Add to the Agenda** the above-referenced proposed Ordinance concerning a Bridgeport Environmental Task Force [2/3 Majority Vote Required];
2. **Motion to Refer to the Ordinance Committee** the proposed Ordinance concerning a Bridgeport Environmental Task Force [Simple Majority Vote Required]; and
3. **Motion to Schedule a Public Hearing before the Full City Council at its November 2<sup>nd</sup> Meeting** regarding the proposed Ordinance concerning a Bridgeport Environmental Task Force [Simple Majority Vote Required];




Anastasi to City Clerk's Office  
Re: Submittal of Proposed Ordinance  
10/19/2005  
Page 2 of 2

Kindly note that City Council President Thomas McCarthy has approved this requested action, which will enable:

- (1) the Ordinance Committee to hear the matter at its Tuesday, October 27<sup>th</sup> regularly scheduled monthly meeting and
- (2) the full City Council to both conduct a Public Hearing on the proposed ordinance and to act on the Ordinance Committee's Report at the November 2<sup>nd</sup> City Council meeting.

Thank you for your assistance.

Very truly yours,

  
Mark T. Anastasi

Cc: Fleeta Hudson, City Clerk  
Thomas McCarthy, Pres. City Council  
Eneida Martinez, Co-Chair Ordinance Committee  
AmyMarie Vizzo-Paniccia, Co-Chair Ordinance Committee  
Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Jorge Garcia, Dir. Public Facilities  
John Cottell, Deputy Dir. Public Facilities / Utilities Mgr.  
Christopher Anastasi, Sustainability Project Mgr.  
Steven Mednick, Esq.

**ORDINANCE CREATING THE BRIDGEPORT ENVIRONMENTAL TASK FORCE; PROVIDING FOR MEMBERSHIP, ORGANIZATION AND PROCEDURE, APPOINTMENT AND TENURE, FUNCTION AND RESPONSIBILITY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE OF ORDINANCES, AND AN EFFECTIVE DATE**

**Section 1. Established.** There is herewith established the Bridgeport Environmental Task Force for the purpose of providing technical assistance and advice to the City as to support collaborative efforts to work with public and private sector and non-profit initiatives for environmental Issues that impact the City, with special emphasis on the Black Rock, West Side/West End, South End or East End NRZ areas (NEW).

**Section 2. Rights, powers, duties and responsibilities.** The Environmental Task Force shall have all the rights, powers, duties and responsibilities to advise the City and any fiduciary of a Community Environmental Benefits Fund, if any, on environmental issues, including, but not limited to, rainwater/sewage mix; sustainability as it relates to energy usage; financial and legislative issues and incentives; power plants in the City; environmental health survey – to measure outcomes; review any operating, policy and energy efficiency programs that may be included in a Community Environmental Benefits Agreement, if any; and, the allocation of the Community Environmental Benefits Fund, if any, that may be negotiated and funded in accordance with the provisions of the Environmental Justice Community Act. Unless otherwise authorized by state law the Task Force shall have no regulatory authority (NEW).

**Section 3. Members and terms.**

A. The Environmental Task Force shall consist of fifteen (15) members appointed from the following groups and in the following fashion:

1. Chair (or designee) of the Black Rock NRZ Planning Committee;
2. Chair (or designee) of the West Side/West End NRZ Planning Committee;
3. Chair (or designee) of the South End Neighborhood Revitalization Zone Committee;
4. Chair (or designee) of the East End NRZ Committee;
5. Chair (or designee) of the Energy Improvement District;
6. The Director of Health & Social Services or a successor department;
7. Seven (7) members appointed by the Mayor, subject to confirmation by the City Council:

**ORDINANCE CREATING THE BRIDGEPORT ENVIRONMENTAL TASK FORCE; PROVIDING FOR MEMBERSHIP, ORGANIZATION AND PROCEDURE, APPOINTMENT AND TENURE, FUNCTION AND RESPONSIBILITY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE OF ORDINANCES, AND AN EFFECTIVE DATE**

- a. Two (2) At-Large residents nominated by the City-wide NRZ;
- b. One (1) member nominated by the Healthy CT Alliance or a successor organization;
- c. One (1) member nominated by the Sierra Club;
- d. One (1) member nominated by the President of the University of Bridgeport;
- e. One (1) member nominated by a private power producer operating in Bridgeport (if there is no agreement within forty-five [45] days of the notice of vacancy, the Mayor shall make said appointment);
- f. One (1) member of the General Assembly from the Black Rock, West Side/West End, South End or East End NRZ areas;
8. One (1) member of the City Council from the Black Rock, West Side/West End, South End or East End NRZ areas; and,
9. One (1) representative of the Mayor.

The mayor shall be a member ex officio and may vote only in case of a tie (NEW) .

B. Such appointees of the mayor, in section A.6, above, shall be appointed to serve for a term of three (3) years except that initial appointments shall have staggered terms so that two members shall serve for one year, two members shall serve for two years and three members shall serve for three years; such terms shall be set forth at the time of the appointment by the mayor (NEW).

C. Any vacancy in the membership of this Environmental Task Force shall be filled for the unexpired portion of the term in accordance with the method of appointment as set forth, above. Any member appointed by the mayor may be removed by the mayor for cause and, on request of such member, after public hearing. Members of the Environmental Task Force shall receive no compensation for their services as such, but shall be reimbursed for their necessary expenses incurred in the performance of their official duties (NEW).

**Section 4. Other Duties.**

**ORDINANCE CREATING THE BRIDGEPORT ENVIRONMENTAL TASK FORCE; PROVIDING FOR MEMBERSHIP, ORGANIZATION AND PROCEDURE, APPOINTMENT AND TENURE, FUNCTION AND RESPONSIBILITY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE OF ORDINANCES, AND AN EFFECTIVE DATE**

The Environmental Task Force, in addition to its duties, shall particularly seek to coordinate the activities of and cooperate with official and unofficial bodies organized to promote the purposes set forth herein and to assign and delegate to these official and unofficial agencies those functions which are most appropriate to their capacities (NEW).

**Section 5. Report and Recommendations.**

The Environmental Task Force shall annually prepare and transmit to the mayor and common council a report of its activities and of its recommendations regarding environmental issues (NEW).

CONFIDENTIAL DRAFT 10/19/15

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

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ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers

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

October 19, 2015

Milta Feliciano, Co-Chair Contracts Committee  
Howard Austin, Co-Chair Contracts Committee  
c/o Frances Ortiz, Asst. City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

RECEIVED  
CITY CLERK'S OFFICE  
2015 OCT 22 P 3:12  
ATTEST  
CITY CLERK

**Re: Proposed Agreement for Solar Power at Wonderland of Ice Facility**

Dear Contracts Committee Co-Chairs:

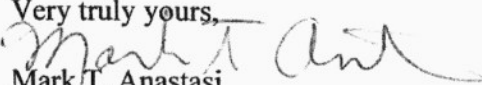
On behalf of the City Administration, kindly refer the above-referenced matter to the Contracts Committee at this evening's meeting.

The two required Motions to be made at the conclusion of this evening's City Council meeting by the Contracts Committee Co-Chairman(s) are:

1. **Motion to Add to the Agenda** the above-referenced proposed Agreement concerning solar power at the Wonderland of Ice Facility [2/3 Majority Vote Required]; and
2. **Motion to Refer to the Contracts Committee** the proposed Agreement [Simple Majority Vote Required].

Thank you very much for your assistance.

Very truly yours,

  
Mark T. Anastasi

Cc: Fleeta Hudson, City Clerk  
Thomas McCarthy, Pres. City Council  
Adam Wood, Chief of Staff  
Charles Carroll, Parks Director  
Christopher Anastasi, Sustainability Project Mgr.

Frances Ortiz, Asst. City Clerk  
Andrew Nunn, CAO  
Jorge Garcia, Dir. Public Facilities  
John Cottell, Deputy Dir. Public Facilities

**DRAFT**

**SYSTEM SITE LEASE AGREEMENT<sup>1</sup>**

This SYSTEM SITE LEASE AGREEMENT (this "Agreement") is made and entered into as of [REDACTED], 2015 (the "Effective Date") by and between CEFIA Holdings LLC, a Connecticut limited liability company ("Lessee"), and the City of Bridgeport, a municipal corporation organized and existing under the laws of the State of Connecticut ("Lessor"). Each of Lessor and Lessee are sometimes referred to as a "Party" and collectively as the "Parties."

**WHEREAS**, Lessor is the owner of certain real property located in Bridgeport, Connecticut together with certain improvements, buildings, and other structures consisting of 123 Glenwood Avenue, Bridgeport, CT 06610 as more particularly described on Exhibit A attached hereto (the "Premises") and which includes the area on which the System will be installed (the "Project Site");

**WHEREAS**, Lessee is the developer, owner, and operator of photovoltaic solar energy generation equipment and facilities;

**WHEREAS**, Lessee (as Seller) and Lessor (in this capacity, and together with Wonderland of Ice Associates, Inc., "Purchaser") are parties to that certain Solar Power Purchase Agreement dated of even date herewith (the "Solar PPA"), pursuant to which Lessee has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Lessee, all of the electrical energy produced by the System (as defined in the Solar PPA) to be installed and operated on the Premises by Lessee; and

**WHEREAS**, as a condition to entering into the Solar PPA, Lessee requires Lessor to enter this Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

**AGREEMENT**

1. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meanings assigned to them in the Solar PPA.

2. **LEASE.**

2.1 Lease. Lessor hereby leases the Project Site to Lessee in accordance with the terms and conditions and for the purposes set forth herein. The Parties intend that this lease create a valid and present interest in the Project Site in favor of Lessee. Therefore, this Agreement is an interest in and encumbrance upon the Project Site which shall run with the land and shall be binding upon the Project Site and Lessor and its successors and assigns for the benefit of Lessee and its successors and assigns.

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2015 OCT 23 P 2:55  
ATTEST  
CITY CLERK

<sup>1</sup> May need to be amended if existing City of Bridgeport lease with Wonderland of Ice Associates, Inc. requires this document to be a sublease with City consent

**2.2** Term. The term of this Agreement shall be for twenty (20) years and shall be coterminous with the Solar PPA, commencing on the Effective Date (the "Term"); provided that this Agreement shall terminate (i) automatically upon the termination or expiration of the Solar PPA for a reason other than an Event of Default by Lessee in its capacity as Purchaser under the Solar PPA, and (ii) in the case of termination by Lessee following an Event of Default by Lessor in its capacity as Purchaser under the Solar PPA, following the payment of PPA Damages (as defined in the Solar PPA) to Lessee.

**2.3** Payment to Lessor. Lessee shall pay to Lessor as rent the one-time sum of \$1.00 (the "One-Time Payment") within fifteen (15) days after the Effective Date. Lessor acknowledges and agrees that the One-Time Payment constitutes payment in full of rent for the Term, and no additional amount shall be due or owing to Lessor under this Agreement.

**2.4** Permitted Uses. Lessee shall have the right to occupy and use the Project Site for solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "Operations") including, but not limited to, the construction, installation, improvement, relocation, operation, maintenance and repair of the System and, as may be occasioned by the termination of the Solar PPA, removal of the System.

**2.5** Lessee's Exercise of Rights. Lessee may construct and install the System on the Premises in the manner Lessee deems reasonable and appropriate; provided, however, that Lessee shall not unreasonably interfere with Lessor's use, operation, or maintenance of the Premises. The System shall be installed within the areas of the Project Site.

**2.6** Premises Utilities. Lessor shall provide existing and available utilities to the Project Site in connection with Lessee's construction, start-up, maintenance, repair, replacement, operation and removal of the System. Lessor acknowledges and agrees that Lessee's use of the Premises includes the nonexclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, and telephone and communication lines. Without limiting the generality of the foregoing, Lessor shall provide Lessee with high-speed internet access at the Project Site during the entire Term.

**2.7** Construction Laydown Area. Lessor shall provide Lessee sufficient space on the Premises for the temporary storage and staging of tools, materials and equipment reasonably necessary during installation and any maintenance, repair, replacement or removal of the System, provided that Lessee shall use commercially reasonable efforts to minimize disruption to Lessor's operations, and provided further that Lessee understands and acknowledges that space is limited at the Premises. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises necessary for such purposes.

**2.8** Notice. Except as may be required by an emergency, Lessee shall give Lessor reasonable written or telephonic notice before any entry onto the Premises by Lessee's employees, agents, or contractors. In the event of Lessee's entry due to an emergency, Lessee shall promptly notify Lessor of its entry and the nature of the emergency.

### 3. EASEMENTS.

**3.1** Access Easement and Use Rights. Lessor grants Lessee a nonexclusive easement for access and use of the Premises, on, under, over, and across the Premises and any other real property adjacent to the Premises and owned by Lessor (collectively, the "Easement Area"), for the purposes of locating, installing, operating, maintaining, improving, repairing, relocating, and removing the System on the Premises (the "Use Rights"). The Use Rights include the right of parking, access, and ingress to and egress from the System on, over, and across the Easement Area during the Term, and shall survive, unless Purchaser has exercised the Purchase Option, for a period of one hundred eighty (180) days following the termination of this Agreement for the purpose of removing the System. Without limiting the foregoing grant, Lessor covenants that the Use Rights may be used to achieve all the purposes set forth in the Solar PPA.

**3.2** Solar Easement. Lessor hereby grants Lessee a solar easement on, over, and above the Easement Area for the free passage of solar radiation to the System. Lessor shall not obstruct, or allow any tenant or assignee of Lessor to obstruct, the passage of direct solar radiation across the Easement Area to the System. Trees, structures, and improvements located on the Easement Area as of the Effective Date shall be allowed to remain, and Lessee may not require their removal; provided that Lessee may require that any trees or other vegetation be pruned or trimmed to the point that they do not obstruct the passage of direct solar radiation across the Easement Area to the System to a degree greater than on the Effective Date. Lessor shall not place or plant any trees, structures, or improvements on the Easement Area after the Effective Date that may, in Lessee's sole judgment, impede or interfere with the passage of direct solar radiation to the System, unless Lessor has received prior written approval from Lessee. Lessee and Lessor further agree to execute and record such instruments or addenda to this Agreement as may be required under applicable State or local law to evidence the solar easement granted in this Section.

### 4. RIGHTS OF LESSEE.

**4.1** Solar Resources. Lessee shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Premises. Lessor shall not grant any rights in the Premises purporting to permit others to conduct Operations on the Premises in derogation of Lessee's sole and exclusive rights and privileges hereunder. Without the prior written consent of Lessee, Lessor shall not (i) waive any right available to Lessor or grant any right or privilege subject to the consent of Lessor by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the System on the Premises or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct Operations on the Premises, and Lessor agrees to give Lessee notice of any such claims and to cooperate with Lessee in resisting and disputing such claims.

**4.2** Signage. Lessee shall have the right to erect, modify, and maintain reasonable signage on the Premises with respect to the System and to Lessee's interests therein.



4.3 Enforcement of Legal Rights. Lessee shall have the right to enforce Lessor's rights under applicable laws protecting solar energy systems from obstruction. Lessor shall cooperate with any efforts by Lessee to enforce such rights.

**5. DESIGN AND CONSTRUCTION OF SYSTEM.**

5.1 Design and Construction. Lessor hereby consents to the construction of the System in accordance with the plans and specifications set forth on the attached Exhibit C. Lessee shall coordinate construction of the System so as to reasonably minimize disruption to the Premises and to Lessor's activities thereon.

5.2 Acknowledgment of Lessor. Lessor acknowledges that the installation of all or a portion of the System will require physically mounting and adhering the System to the roof of the Premises, including penetrations into the roof surface.

5.3 Removal Upon Termination. Upon the termination or expiration of this Agreement for any reason, unless Purchaser has exercised the Purchase Option, Lessee shall, within one hundred and eighty (180) days after the date of expiration, remove the System from the Premises, provided that Lessee shall not be required to remove electrical wiring or infrastructure, or any portion of the System below grade level. Other than as specifically provided otherwise herein or in the Solar PPA, the removal of the System shall be at the cost of Lessee.

**6. THE PREMISES.**

6.1 Representations of Lessor. Lessor represents and warrants to Lessee that:

6.1.1 Lessor has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Lessor;

6.1.2 This Agreement constitutes Lessor's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

6.1.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Lessor that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Lessor to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Lessor;

6.1.4 Lessor owns the Premises in fee simple, subject to no liens or encumbrances except as set forth in Exhibit B. All persons having any ownership or possessory interest in the Premises (including spouses) are signing this Agreement. Each spouse signing

this Agreement agrees that any rights such spouse may have shall be subject and subordinate to this Agreement and the easements and other rights granted hereby;

6.1.5 There are no Hazardous Materials on or under the Project Site. "Hazardous Materials" means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any applicable law, and asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas); and

6.1.6 The Project Site is capable of bearing the weight of the System and any activities related to the construction, operation, maintenance or removal of the System.

6.2 Confirmation of Ownership. At the request of Lessee, Lessor shall obtain executed and acknowledged instruments and such other documents as Lessee or Lessee's title company may require to confirm Lessor's ownership of the Premises or to complete or evidence the full granting of the leasehold interest in the Project Site as intended by this Agreement.

6.3 Liens.

6.3.1 Subordination. Lessor shall cooperate with Lessee to obtain a Subordination, Non-Disturbance and Attornment Agreement (an "SNDA") from each lienholder which provides on terms reasonably acceptable to Lessee that the lien and rights of the lienholder shall be subordinate to this Agreement. Lessor will also obtain any necessary consent and/or SNDA in favor of Lessee and on terms reasonably acceptable to Lessee from any and all entities having a possessory interest in the Premises.

6.3.2 Notice to Premises Lienholders and Release. Lessor shall give effective notice of Lessee's ownership of the System and the System's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Premises. If there is any Lien against the Premises that could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Lessor shall obtain a disclaimer or release of such Lien. Lessor consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises, and any other filing by Lessee in a public office regarding its ownership of the System deemed necessary or appropriate by Lessee, and Lessor hereby appoints Lessee as its agent with regarding to any such filing and authorizes Lessee to take required actions on Lessor's behalf required for such filing.

6.3.3 System Liens. Lessor shall not directly or indirectly allow any Lien on or with respect to the System by, through or under Lessor. If Lessor becomes aware of a Lien on the System by, through or under Lessor, Lessor shall promptly give Lessee written notice of such Lien and shall take such action as is necessary or appropriate to have such Lien discharged and removed. Lessor shall indemnify Lessee against all reasonable costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien.

6.3.4 Premises Liens. Lessee shall not directly or indirectly allow any Lien by, through or under Lessee, on or with respect to the Premises or any interest therein, excluding Lessee's leasehold interest created pursuant to this Agreement, or any other asset of Lessor, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the System by Lessee. Lessee shall defend and indemnify Lessor against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such Lien.

6.4 Quiet Enjoyment. Lessee shall enjoy quiet and peaceful use, enjoyment and possession of the Project Site, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, and neither Lessor nor any person claiming by, through or under Lessor shall disturb Lessee's quiet and peaceful use, enjoyment and possession of the Project Site.

6.5 No Interference. Lessor hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may damage, impair, or otherwise adversely affect the System or its functions, including without limitation activities that may adversely affect the System's exposure to sunlight. Lessor further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted under this Agreement; (ii) take any action that will interfere with the availability and accessibility of solar radiation over and above the Premises; (iii) take any action that will or may interfere with the transmission of electrical energy to or from the Premises; (iv) take any action that may impair Lessee's access to the Premises for the purposes specified in this Agreement; (v) plant or maintain any vegetation or erect or maintain any structure that will, during daylight, cast a shadow on the System; or (vi) take any action that may impair Lessee's access to any portion of the System.

6.6 System Property of Lessee; Transfer of the Premises. Lessor acknowledges and agrees that Lessee is the exclusive owner and operator of the System and all equipment (including, but not limited to, photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components and moveable property of Lessee attached to or used in the operation of the System, that no portion or component of the System is a fixture, and that in the event that the Premises are sold, leased, assigned, mortgaged, pledged, or otherwise alienated or encumbered (a "Transfer"), such Transfer shall not attach to or affect the System, or Lessee's ownership rights to the System.

6.7 Transfer of Premises. Lessor shall not Transfer all or any portion of the Premises unless the transferee agrees in writing that its interest in the Premises is subject and subordinate in all respects to the terms of this Lease. Lessor shall give Lessee at least sixty (60) days' prior notice of any Transfer of all or any portion of the Premises. Any such notice shall identify the transferee, the portion of the Premises to be transferred, and the proposed date of the Transfer.

6.8 Premises Security, Health and Safety. Lessor shall provide reasonable measures for the security of the Premises, including restricting access to the area on which the System is located and providing monitoring of the Premises' security alarms. Lessor shall maintain the

Premises in a structurally sound and safe condition consistent with all applicable Laws. If Lessor becomes aware of any circumstances relating to the System that creates an imminent risk of damage or injury to the System or any employee of Lessee, Lessor shall promptly notify Lessee.

**6.9** System Security. Lessee may install all security measures that Lessee, in its sole discretion, determines are or may be reasonably necessary for the System. Such measures may, but will not necessarily, include warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the System or injury or damage to persons or property resulting from the System and Operations.

**6.10** Maintenance of Premises. Lessor shall, without interfering with the operation of the System, maintain the Premises in good condition and repair, including the integrity of the roof, and shall use commercially reasonable efforts to maintain Lessor's electrical energy equipment located on the Premises in good condition and repair so as to be able to receive and use the Energy generated by the System. Lessor shall maintain its connection and service contract(s) with its local utility, or any successors thereto, so that Lessor can, upon any suspension or interruption of delivery of energy from the System, provide the Premises with its full requirements for electricity.

**6.11** System Maintenance. During the Contract Term, Lessee shall, at Lessee's sole cost, maintain the System, the Project Site and all areas of the Premises used by Lessee in the Operations, in accordance with applicable laws.

**6.12** Clean Condition. Lessee shall not unreasonably clutter the Project Site or the Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

**6.13** Taxes. Lessor shall pay when due all real property taxes and assessments levied against the Premises by any governmental body.

## **7. DEFAULT; REMEDIES.**

**7.1** Lessee Default. Each of the following events shall constitute a "Lessee Default":

7.1.1 Lessee breaches any material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Lessor's notice of such breach, Lessee has failed to cure the breach within such thirty (30) day period, or (ii) if Lessee has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Lessee has failed to cure the breach within a further one hundred and fifty (150) day period (such aggregate period not to exceed one hundred and eighty (180) days from the date of Lessor's notice); and

7.1.2 (i) Lessee commences a voluntary case under any bankruptcy law; (ii) Lessee fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessee in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessee remains undismissed or undischarged for a period of sixty (60) days.

7.2 Lessor's Remedies. If a Lessee Default has occurred and is continuing, Lessor may terminate this Agreement by written notice to Lessee following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or equity.

7.3 Lessor Defaults. The following events shall be defaults with respect to Lessor (each, a "Lessor Default"):

7.3.1 Lessor breaches any material term of this Agreement and such breach remains uncured for thirty (30) days following notice of such breach to Lessor; and

7.3.2 (i) Lessor commences a voluntary case under any bankruptcy law; (ii) Lessor fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessor in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessor remains undismissed or undischarged for a period of sixty (60) days.

7.4 Lessee's Remedies. If a Lessor Default has occurred and is continuing, Lessee may terminate this Agreement by written notice to Lessor following the expiration of the applicable cure period. Lessee may also exercise any other remedy it may have at law or equity, including recovering from Lessor all resulting damages, which damages shall include, but not be limited to, the PPA Damages and all other amounts of any nature due under this Agreement.

## 8. LIMITATIONS.

8.1 Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT. THE FOREGOING NOTWITHSTANDING, THE PPA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

8.2 Equitable Relief. The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement, and that, accordingly, in the event of any such breach or threatened breach, either Party shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance, from a court of competent jurisdiction.

## 9. FINANCING ACCOMMODATIONS.

9.1 Lessor Acknowledgment. Lessor acknowledges that Lessee may finance the System and that Lessee's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the System. In order to facilitate such financing, and with respect to each Financing Party Lessor agrees as follows:

9.1.1 Consent to Collateral Assignment. Lessee shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Lessor hereby consents to the collateral assignment by Lessee to any Financing Party of Lessee's right, title, and interest in and to this Agreement.

9.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Lessee, any and all rights and remedies of Lessee under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Lessee hereunder or cause to be cured any default or event of default of Lessee in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Lessee (unless Financing Party has succeeded to Lessee's interests) to perform any act, duty, or obligation of Lessee, but Lessor hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Lessee to Financing Party, Financing Party shall give notice to Lessor of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Lessee Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Lessor shall enter into a new site lease agreement with Financing Party or its assignee on substantially the same terms as this Agreement.

9.1.3 Financing Party Cure Rights. Lessor shall not exercise any right to terminate or suspend this Agreement unless Lessor has given prior written notice to each Financing Party of which Lessor has notice. Lessor's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party has the longer of thirty (30) days and the cure period allowed for a default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Lessor's and Lessee's obligations under this Agreement shall otherwise remain in effect, and Lessor and Lessee shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

9.1.4 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Lessee's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 9.1.3, then this Agreement shall continue in full force and effect.

9.2 Notice of Defaults and Events of Default. Lessor agrees to deliver to each Financing Party a copy of all notices that Lessor delivers to Lessee pursuant to this Agreement.

## 10. NOTICES.

10.1 Notices. Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier, and shall be deemed effective upon receipt.

To Lessee:            CEFIA Holdings  
                              LLC  
                              845 Brook Street  
                              Rocky Hill, CT 06067  
                              Attention: General Counsel

To Lessor:            City of Bridgeport  
                              Bridgeport City Hall  
                              45 Lyon Terrace  
                              Bridgeport, CT 06604  
                              Attention: Corporation Counsel

With a copy to:      Wonderland of Ice Associates, Inc.  
                              123 Glenwood Avenue  
                              Bridgeport, CT 06610  
                              Attention: President

## 11. GOVERNING LAW; VENUE.

11.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles.

11.2 VENUE. LESSOR AND LESSEE EACH HEREBY IRREVOCABLY SUBMITS IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN HARTFORD COUNTY, CONNECTICUT AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION THAT IT MAY HAVE UNDER THE LAWS OF THE UNITED

STATES OR OF ANY STATE. LESSOR AND LESSEE EACH WAIVE ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY PROCEEDING IS COMMENCED.

## 12. INDEMNIFICATION.

**12.1 Lessee's General Indemnity.** Lessee shall indemnify, defend, and hold harmless Lessor (including Lessor's permitted successors and assigns) and Lessor's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Lessor Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Lessor Indemnified Parties arising from or relating to

(i) Lessee's breach of this Agreement, or (ii) Lessee's negligence or willful misconduct. Lessee's indemnification obligations under this Section 12.1 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessor Indemnified Party.

**12.2 Lessee's Environmental Indemnity.** Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties against, any claims, costs, damages, fees, or penalties arising from a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

**12.3 Lessor's General Indemnity.** Lessor shall indemnify, defend, and hold harmless Lessee (including Lessee's permitted successors and assigns) and Lessee's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Lessee Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including PPA Damages and reasonable attorneys' fees, incurred by Lessee Indemnified Parties arising from or relating to (i) Lessor's breach of this Agreement, (ii) the negligence or willful misconduct of Lessor, Lessor's tenants, or Lessor's invitees, or (iii) the failure of building or roof to support, in whole or in part, the System as installed, including changes in roof surface incline. Lessor's indemnification obligations under this Section 12.3 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessee Indemnified Party.

**12.4 Lessor's Environmental Indemnity.** Lessor shall indemnify, defend and hold harmless the Lessee Indemnified Parties for, from, and against, any claims, costs, damages, fees, or penalties, including PPA Damages, arising from the presence of any Hazardous Materials on or under the Premises, except to the extent that such presence is attributable to a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

## 13. INSURANCE.



**13.1 Insurance Required.** Each Party shall maintain in full force and effect throughout the Contract Term insurance coverage in the amounts and types set forth on Exhibit D. Each policy of insurance maintained by Lessor shall: (a) name Lessee as loss payee (to the extent covering risk of loss or damage to the Premises or the System) and as an additional named insured as its interests may appear (to the extent covering any other risk); and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice to Lessee. Each Party shall, within ten (10) days of written request therefor, furnish current certificates of insurance to the other Party evidencing the insurance required hereunder.

**13.2 Waiver of Subrogation.** Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against the other Party, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

**13.3 No Waiver of Obligations.** The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

#### **14. MISCELLANEOUS.**

**14.1 Assignments.** Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Lessee may assign any of its rights, duties, or obligations under this Agreement, without the consent of Lessor, (i) to any of its affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any purchaser of the System.

**14.2 Entire Agreement.** This Agreement and the Solar PPA represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

**14.3 Amendments.** This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Lessee and Lessor.

**14.4 No Partnership or Joint Venture.** Lessee and Lessee's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Lessor. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

**14.5 Headings; Exhibits.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

**14.6 Remedies Cumulative; Attorneys' Fees.** No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

**14.7 Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

**14.8 Severability.** If any part, term, or provisions of this Agreement 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 Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

**14.9 Counterparts and Facsimile Signatures.** This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (".PDF") signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

**14.10 No Partnership or Sale.** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller real property, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

**14.11 Memorandum of Lease.** Lessor and Lessee agree to execute and record a memorandum of this Lease. Lessor shall execute, with notarization, and deliver to Lessee together with its initial delivery of the signed Agreement a recordable Memorandum of Lease in form reasonably acceptable to the Parties ("Memorandum of Lease") which shall include the Exhibit A description of the Project Site and which Lessee shall then record in the Official Records of the municipality in which the Project Site is located. Lessee shall be responsible for the cost of recordation.

**14.12 Estoppel Certificate.** From time to time, upon written request by Lessee, Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

**15. FREEDOM OF INFORMATION ACT**

Green Bank is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

The Parties agree that Attachment C hereto and any attachment or exhibit provided by Contractor in compliance therewith are proprietary and confidential, and there is no necessity to mark such documents to achieve the status of proprietary and confidential.

Contractor acknowledges that (1) Green Bank has no obligation to notify Contractor of any FOIA request it receives, (2) Green Bank may disclose materials claimed by Contractor to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) Green Bank may in its discretion notify Contractor of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Green Bank has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Contractor will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Green Bank or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Green Bank's possession where Green Bank, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

**[SIGNATURE PAGE FOLLOWS]**

**DRAFT**

**IN WITNESS WHEREOF**, the Parties have caused this System Site Lease Agreement to be duly executed and delivered as of the Effective Date.

**LESSEE**

**LESSOR**

CEFIA Holdings LLC

City of Bridgeport

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

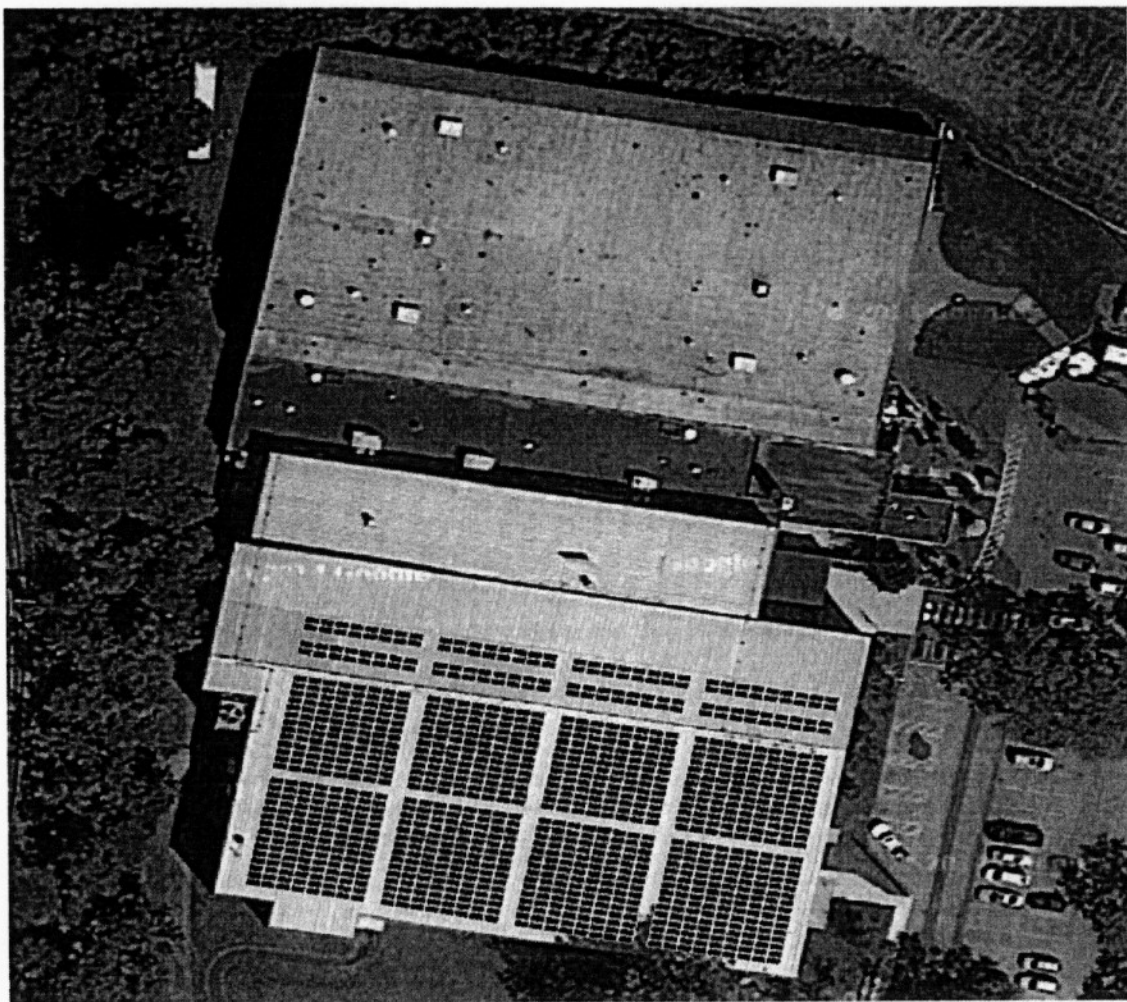
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**EXHIBIT A**

**PREMISES; PROJECT SITE**

The Premises are certain real property located in the city of Bridgeport, Connecticut together with certain improvements, buildings, and other structures consisting of 123 Glenwood Avenue, Bridgeport, CT 06610.

The Project Site will be the roof of the Premises laid out approximately as follows:



**DRAFT**

**EXHIBIT B**

**ENCUMBRANCES ON LESSOR'S TITLE**

[INTENTIONALLY OMITTED]

DRAFT

**EXHIBIT C**

**SYSTEM DESCRIPTION**

SYSTEM DESCRIPTION				
TOTAL SYSTEM SIZE	330.03 kw	MODULE MAKE & MODEL	Trina Solar	285
KILOWATT HOURS	360,000	10 Schneider 30 kW inverters		
NUMBER OF MODULES	1158			
TYPE OF RACKING	S-S			

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

(a) Lessee shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessor shall be named as an additional insured under this liability insurance, provided however that Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises;

(ii) Lessee may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iii) Lessee may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Lessor shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessee shall be named as an additional insured under this liability insurance;

(ii) Property insurance on the Premises, 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. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Lessor 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. Lessee must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Lessee in the event of cancellation or nonrenewal;

(iii) Lessor may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iv) Lessor may elect to self-insure any or all of the insurance requirements contained in this Agreement.



## **SOLAR POWER PURCHASE AGREEMENT**

This SOLAR POWER PURCHASE AGREEMENT (this "Agreement") is made and entered into as of [REDACTED], [REDACTED] 2015 (the "Effective Date") by and between CEFIA Holdings LLC, a Connecticut limited liability company ("Seller"), and Wonderland of Ice Associates, Inc., a Connecticut corporation, and the City of Bridgeport, a municipal corporation organized and existing under the laws of the State of Connecticut (together, "Purchaser"). Each of Seller and Purchaser are sometimes referred to as a "Party" and collectively as the "Parties."

### **RECITALS**

WHEREAS, Purchaser conducts its municipal business at the Premises (defined below);

WHEREAS, the Premises are owned by Purchaser (in its capacity as owner of the Premises, "Owner");

WHEREAS, Owner and Seller are parties to that certain System Site Lease Agreement dated of even date herewith (the "Site Lease"), pursuant to which Owner has leased to Seller that certain portion of the Premises referred to herein as the Project Site (as defined in the Site Lease) and granted to Seller certain easements on, over, and across the Premises for the installation, maintenance, and operation of the System (defined below);

WHEREAS, Seller desires to install the System on the Project Site and sell the electricity generated from the System to Purchaser, on the terms set forth herein; and

WHEREAS, Purchaser desires to purchase from Seller the electricity generated from the System on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

### **AGREEMENT**

**1. DEFINITIONS.** Capitalized terms used herein shall have the respective meanings set forth in Exhibit A.

**2. PURCHASE AND SALE OF ENERGY.**

2.1 Sale of Energy. Seller shall sell to Purchaser and Purchaser shall purchase from Seller all of the Energy, as and when the same is produced, at the Energy Price in effect at the time of delivery. Seller shall deliver the Energy to the Delivery Point, and Purchaser shall accept the Energy delivered for the full Contract Term.

2.1.1 If Purchaser's electric requirements are less than the Energy produced by the System for any reason, Purchaser shall nevertheless pay for such Energy and, to the extent permitted by applicable law, deliver any excess Energy to Utility in accordance with the Net Metering Rules or sell or exchange the excess Energy to any other buyer. Purchaser recognizes

that Seller has an interest in maximizing the output of the System, and Seller shall not be required to curtail the output of the System at any time due to lack of demand on the part of Purchaser.

2.1.2 To the extent that Purchaser's electricity requirements exceed the Energy produced by the System, Purchaser shall purchase such excess electricity from Utility in accordance with the Net Metering Rules. Purchaser shall be responsible for all charges, applicable taxes, penalties, ratcheted demand or similar charges assessed by Utility for transmission and distribution service and other services necessary to meet the full energy requirements of Purchaser.

2.1.3 Purchaser shall be entitled to the entire Energy output of the System; provided, however, that Seller shall not be required to cause the System to produce a minimum amount of Energy, and Seller is not guaranteeing any particular quantity of Energy production from the System.

2.2 Contract Term. The term of this Agreement shall be for a period of twenty (20) years commencing on the Commercial Operation Date (the "Contract Term").

2.3 Environmental Attributes. Seller shall have all right, title, and interest in and to all Environmental Attributes related to the System. At Seller's expense, Purchaser agrees to cooperate with Seller in any applications for Environmental Attributes related to the System.

2.4 Environmental Incentives. Any Environmental Incentive related to the System shall be the sole property of Seller. Any Environmental Incentive related to the System that is initially credited or paid to Purchaser shall be assigned by Purchaser to Seller without delay. At Seller's expense, Purchaser agrees to cooperate with Seller in any applications for Environmental Incentives related to the System.

2.5 Impairment of Environmental Attributes and Incentives. Purchaser shall not take any action or suffer any omission that would have the effect of reducing the production or impairing the value to Seller of the Environmental Attributes and Environmental Incentives. Purchaser shall be solely responsible for notifying Seller of any action or omission that could impair such value and for consulting with Seller as necessary to prevent impairment of the value of Environmental Attributes and Environmental Incentives.

### **3. THE SYSTEM.**

3.1 Installation, Operation, and Maintenance of the System. Seller shall be responsible for the installation, operation, and maintenance of the System in a manner consistent with Prudent Operating Practice. If the supply of Energy from the System is interrupted as a result of malfunction or other shutdown, Seller shall use commercially reasonable efforts to remedy such interruption. Seller shall comply with all applicable laws and regulations relating to the operation of the System and the generation and sale of Energy, including obtaining and maintaining in effect all relevant approvals and permits, other than permits that, by their nature, can only be obtained by Purchaser.

3.2 Maintenance of Health and Safety. Seller shall take all reasonable safety precautions with respect to the operation, maintenance, repair, and replacement of the System and shall comply with all applicable health and safety laws, rules, regulations, and permit requirements. If Seller becomes aware of any circumstances relating to the Premises or the System that creates an imminent risk of damage or injury to any Person or any Person's property (and, should Purchaser become aware of such circumstances, Purchaser shall promptly notify Seller with respect thereto), Seller shall take prompt action to prevent such damage or injury and shall promptly notify Purchaser. Such action may include disconnecting and removing all or a portion of the System, or suspending the supply of Energy to Purchaser.

3.3 Assistance with Permits and Licenses. Upon Seller's request, Purchaser shall assist and cooperate with Seller, at Seller's cost, to acquire and maintain approvals, permits, and authorizations or to facilitate Seller's compliance with all applicable laws and regulations related to the construction, installation, operation, maintenance, and repair of the System, including providing any building owner or occupant authorizations, and signing any applications for permits, local utility grid interconnection applications, and rebate applications as are required by law to be signed by Purchaser. Purchaser shall also deliver to Seller copies of any necessary approvals, permits, rebates, or other financial incentives that are required by law in the name or physical control of Purchaser.

3.4 Commercial Operation Date. Seller shall deliver notice to Purchaser of the occurrence of the Commercial Operation Date.

3.5 Early Termination. In the event that the Commercial Operation Date has not occurred by three hundred and sixty five (365) days from the Effective Date of this Agreement, Purchaser may terminate this Agreement upon thirty (30) days' written notice to Seller delivered at any time prior to the actual Commercial Operation Date; provided, however, that the foregoing date shall be extended on a day-for-day basis for up to three hundred and sixty five (365) days for any Force Majeure occurring after the Effective Date and prior to the Commercial Operation Date, or for any delay attributable to Purchaser, including, without limitation, actions by Purchaser which restrict Seller's access to the Premises.

3.6 Seller's Taxes. Subject to Section 3.7, Seller is solely responsible for all income, gross receipts, ad valorem, personal property, or other similar taxes and any and all franchise fees or similar fees relating to Seller's ownership of the System.

3.7 Purchaser's Taxes. Purchaser is responsible for paying all taxes, charges, levies, and assessments against the Premises. Purchaser is also responsible for paying all sales, use, and other taxes, and any and all franchise fees or similar fees assessed against Purchaser as a result of Purchaser's purchase of the Energy and, in the event that Purchaser exercises the Purchase Option, its purchase and ownership of the System, which fees are not otherwise the obligation of Seller.

3.8 Notice of Damage. Purchaser shall promptly notify Seller of any physical conditions or other circumstances of which Purchaser becomes aware that indicate there has been or might be damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

#### 4. PAYMENT AND METERING.

4.1 Consideration for Energy Delivered. As consideration for the delivery of Energy by Seller, Purchaser shall pay for Energy delivered hereunder at the applicable Energy Price.

4.2 Invoicing. Seller shall invoice Purchaser for Energy monthly. Seller shall deliver each invoice within ten (10) Business Days after the end of each monthly billing period. Each invoice shall be levelized and calculated based on the amount of Energy expected to be generated over the course of a year multiplied by the then-applicable Energy Price and divided by twelve (12). The amount due shall be prorated for any partial month during the Contract Term. Purchaser shall pay the amount due to Seller within fifteen (15) Business Days after receipt of each invoice.

4.3 True-Up. Annually, but no later than fifteen (15) Business Days after the end of each calendar year, Seller shall deliver to Purchaser a statement that shall set out the amount of Energy delivered in kWh during the past calendar year, the then-applicable Energy Price, and the total amount paid to Seller during that calendar year. Such statement shall include sufficient details so that Purchaser can reasonably confirm the accuracy of the statement including, among other details, beginning and ending meter readings. The statement shall describe the amount due from Purchaser to Seller for any overproduction of Energy versus that estimate used in the calculation of the levelized repayment schedule, as described in Section 4.2 above, or the amount due from Seller to Purchaser for any underproduction of Energy versus that estimate. Purchaser shall pay the amount due to Seller, or Seller shall pay the amount due to Purchaser, within fifteen (15) Business Days after receipt of each statement. If Purchaser does not pay Seller the amount due within fifteen (15) Business Days after receipt of each statement, such amount shall accrue interest at the Interest Rate from the date due to the date paid.

4.4 Disputed Amounts. A Party may in good faith dispute the correctness of any statement (or any adjustment to any statement) under this Agreement at any time within six (6) months following the delivery of the statement (or statement adjustment). In the event that either Party disputes any statement or statement adjustment, such Party shall nonetheless pay the full amount of the applicable statement or statement adjustment (except any portions thereof that are reasonably believed to be 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 Agreement, and to give notice of the objection to the other Party. Any required payment will be made within fifteen (15) Business Days after resolution of the applicable dispute, together with interest accrued at the Interest Rate from the due date to the date paid.

4.5 Metering of Delivery. Seller shall measure the amount of Energy supplied to Purchaser at the Delivery Point using a commercially available, revenue-grade metering system. Such meter shall be installed and maintained at Seller's cost. Purchaser shall cooperate with Seller to enable Seller to have reasonable access to the meter as needed to inspect, repair, and maintain such meter. At Seller's option, the meter may have standard industry telemetry and/or automated meter reading capabilities to allow Seller to read the meter remotely. If Seller elects to install telemetry allowing for remote reading, Purchaser shall allow for the installation of necessary communication lines and shall reasonably cooperate in providing access for such

installation. The meter shall be kept under seal, such seal to be broken only when the meter is to be tested, adjusted, modified, or relocated. In the event that either Party breaks a seal, such Party shall notify the other Party as soon as practicable.

4.6 Meter Verification. Annually, or earlier if Seller has reason to believe there may be a meter malfunction, Seller shall test the meter and provide copies of such tests to Purchaser. The tests shall be conducted by a qualified independent third party. Seller shall notify Purchaser seven (7) days in advance of each such test, and shall permit Purchaser to be present during such tests. If a meter is inaccurate, Seller shall promptly cause the meter to be repaired or replaced. If a meter is inaccurate by more than two percent (2%) and the duration of such inaccuracy is known, then prior statements shall be adjusted accordingly. If a meter is inaccurate by more than two percent (2%) and it is not known when the meter inaccuracy commenced, then prior statements shall be adjusted for the amount of the inaccuracy on the basis that the inaccuracy persisted during one-half of the period since the prior meter test.

4.7 Books and Records. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all statements under this Agreement, for a period of at least two (2) years, and Seller shall grant Purchaser reasonable access to those books, records, and data at the principal place of business of Seller. Purchaser may examine such books and records relating to transactions under, and administration of, this Agreement, at any time during the period the records are required to be maintained, upon request with reasonable notice and during normal business hours.

4.8 Change in Law. The Parties acknowledge and agree that the Energy Price is based on assumptions related to the availability to the Provider of the Environmental Incentives. In the event of the elimination or alteration of one or more Environmental Incentives or any other change in law that results in a material adverse economic impact on Seller in respect to this Agreement, the Parties shall work in good faith to amend this Agreement within thirty (30) Business Days after such elimination or alteration as may be reasonably necessary to restore the allocation of economic benefits and burdens contemplated hereunder by the Parties. If the Parties fail to enter into such an amendment by the end of such thirty (30) Business Day period, Seller may, but shall not be required to, terminate this Agreement. Following such termination, neither Party shall bear any liability to the other Party, and Seller shall remove the System from the Premises within one hundred eighty (180) days of such termination.

## **5. OPTION TO PURCHASE SYSTEM.**

5.1 Grant of Purchase Option. Seller hereby grants to Purchaser the right and option to purchase all of the Seller's right, title, and interest in and to the System on the terms set forth herein ("Purchase Option"). Purchaser may exercise the Purchase Option on the fifth (5th) anniversary of the Commercial Operation Date and on each successive anniversary of the Commercial Operation Date during the remainder of Contract Term, or simultaneously with the termination of this Agreement pursuant to Section 10.2 (collectively, the "Purchase Option Dates"), provided that no Purchaser Event of Default, or any event which with the passage of time will become a Purchaser Event of Default, has then occurred and is ongoing.

5.2 Determination of Purchase Price. Purchaser may, at any time within thirty (30) days following each Purchase Option Date, request a determination of the purchase price under the Purchase Option (the "Purchase Price"). The Parties shall attempt to determine the Purchase Price by mutual agreement. If the Parties have not agreed on the Purchase Price within thirty (30) days after Purchaser's request for a Purchase Price determination, then the Purchase Price shall be the fair market value of the System, as determined by an independent appraiser retained by the Parties (the "Independent Appraiser"), provided that the Purchase Price shall in no event be less than the applicable amount set forth on Exhibit E. The Independent Appraiser shall be an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience, and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System, and who specifically has prior experience valuing solar energy generating facilities. The Independent Appraiser shall be reasonably acceptable to Seller. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three (3) years before his or her appointment have been) a director, officer, or an employee of, or directly or indirectly retained as consultant or adviser to, either of the Parties or their respective affiliates. The fair market value assessment of the System shall consider, among other things, the income and savings associated with the System for the remaining portion of the Contract Term, and the System's past and projected performance. The Independent Appraiser shall make a determination of the Purchase Price within thirty (30) days of appointment (the "Price Determination"). Upon making the Price Determination, the Independent Appraiser shall provide a written notice thereof to both Seller and Purchaser, along with all supporting documentation detailing the method of calculation of the Purchase Price. Except in the event of fraud or manifest error, the Price Determination shall be a final and binding determination of the fair market value. If Purchaser wishes to exercise the Purchase Option following the Price Determination, it shall deliver an exercise notice to Seller within ten (10) days of receipt of the Price Determination (the "Exercise Period"). Any such exercise notice shall be irrevocable once delivered. If Purchaser does not exercise the Purchase Option during the Exercise Period, then the Price Determination shall be null and void, and Purchaser may not request a new determination of the Purchase Price until the next Purchase Option Date. Each Price Determination by an Independent Appraiser shall be at Purchaser's expense, provided that in the event Purchaser exercises the Purchase Option, the applicable Price Determination shall be at Seller's expense.

5.3 Terms and Date of System Purchase. The Parties shall consummate the sale of the System to Purchaser no later than forty-five (45) days following Purchaser's exercise of the Purchase Option. On the effective date of such sale (the "Transfer Date"): (a) Seller shall surrender and transfer to Purchaser all of Seller's right, title, and interest in and to the System and shall retain all liabilities arising from or relating to the System that arose prior to the Transfer Date; (b) Purchaser shall pay the Purchase Price to Seller in readily available funds, and shall assume all liabilities arising from or relating to the System as of and after the Transfer Date; and (c) both the Seller and the Purchaser shall (i) execute and deliver a bill of sale and assignment of contract rights, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System in Purchaser, and (ii) deliver ancillary documents, including releases, resolutions, certificates, third-party consents and approvals, and such similar documents as may be reasonably necessary to complete and conclude the sale of the System to Purchaser. The purchase and sale of the System shall be on an "as-is, where-is" basis, and Seller shall not be required to make any warranties or representations with

regard to the System, but Seller shall, to the extent reasonably possible, transfer or assign to Purchaser all manufacturer and third-party warranties with respect to the System or any part thereof.

5.4 Interconnection Agreement. Notwithstanding Section 1.7 of the Interconnection Agreement between Seller, Purchaser, and Utility (the "Interconnection Agreement"), Seller will forego all of its rights and responsibilities under such Interconnection Agreement, or agree in writing to a termination thereof, should Purchaser elect to exercise the Purchase Option.

## 6. TITLE AND RISK OF LOSS.

6.1 Title. Seller shall at all times retain title to and be the legal and beneficial owner of the System, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part or fixture of the Premises. Seller may file one or more precautionary financing statements in jurisdictions it deems appropriate with respect to the System in order to protect its rights in the System.

6.2 Risk of Loss. Purchaser shall bear the risk of loss for the System, except to the extent caused by the breach by Seller of its obligations under this Agreement, the Site Lease or the negligence or intentional misconduct of Seller or its invitees.

6.3 System Casualty. Upon the total damage, destruction, or loss of the System, or, in the reasonable opinion of Purchaser's insurance provider, the System is determined to have experienced a constructive total loss, Seller shall have the option, in its sole discretion, to repair or replace the System or terminate this Agreement. Seller shall notify Purchaser in writing of its election within thirty (30) days after the date of the damage to the System. Seller shall under all circumstances be entitled to all insurance proceeds with respect to the System. If Seller elects to repair or replace the System, Seller shall undertake such repair or replacement as quickly as practicable. If Seller elects to terminate this Agreement, the termination shall be effective immediately upon delivery of the notice under this Section 6.3.

## 7. FORCE MAJEURE.

7.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing its obligations under this Agreement, such Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments when due). The Party claiming Force Majeure shall 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. The non-claiming Party shall not be required to perform its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure during the pendency of the Force Majeure.

7.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall immediately notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance; provided that a Party's failure to give timely notice shall act as a full waiver of such Party's ability to assert Force Majeure.

## **8. ADDITIONAL COVENANTS.**

8.1 Liens. Purchaser 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 on or with respect to the System or any portion thereof. If Purchaser breaches its obligations under this Section 8.1, it shall promptly notify Seller in writing, shall promptly cause any lien to be discharged and released of record without cost to Seller, and shall indemnify Seller against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred in discharging and releasing such lien.

8.2 Additional Purchaser Financial Information. If requested by Seller, Purchaser shall deliver within one hundred eighty (180) days following the end of each fiscal year, a copy of Purchaser's annual report containing audited consolidated financial statements with footnotes for such fiscal year. In all cases such financial statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles consistently applied; provided, however, that if any such financial statements are not available on a timely basis due to a delay in preparation or certification, such delay shall not be deemed a Purchaser Event of Default so long as Purchaser diligently pursues the preparation, certification and delivery of the statements.

8.3 Performance Assurance; Downgrade Event. If Seller at any time has reasonable grounds to believe that Purchaser's or Purchaser's Performance Assurance provider's creditworthiness or performance under this Agreement has or will become unsatisfactory, or if Purchaser or Purchaser's Performance Assurance provider experiences a Downgrade Event, then Seller may by written notice require Purchaser to provide Performance Assurance within three (3) Business Days. Purchaser shall obtain and maintain such Performance Assurance, unless otherwise agreed upon by Seller in writing.

## **9. REPRESENTATIONS AND WARRANTIES.**

9.1 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

9.1.1 Purchaser has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Purchaser;

9.1.2 This Agreement constitutes Purchaser's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;



9.1.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Purchaser that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Purchaser to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Purchaser;

9.1.4 The audited financial statements of Purchaser dated the past two fiscal years, and the related audited statements of income shareholders' equity and cash flows for the fiscal years ended on such dates and the unaudited interim financial statements of Purchaser (i) were prepared in accordance with generally accepted accounting principles consistently applied throughout the respective periods covered thereby, except as otherwise expressly noted therein; and (ii) present fairly the financial condition of Purchaser as of the dates thereof and results of its operations for the periods covered thereby. Purchaser further represents and warrants to Seller that since the date of the most recent of the above-referenced audited financial statements, there has been no material adverse change in Purchaser's financial condition, business, operations or prospects; and

9.1.5 Notwithstanding Section 3.1.2 of the Interconnection Agreement, the Purchaser shall not terminate such Interconnection Agreement without prior written approval from Seller.

9.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

9.2.1 Seller has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Seller;

9.2.2 This Agreement constitutes Seller's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

9.2.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Seller that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Seller to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Seller;

9.2.4 Neither the System nor any of Seller's services provided to Purchaser pursuant to this Agreement infringe on any third party's intellectual property or other proprietary rights; and

9.2.5 Notwithstanding Section 3.1.2 of the Interconnection Agreement, the Seller shall not terminate such Interconnection Agreement without prior written approval from Purchaser.

## **10. DEFAULTS/REMEDIES.**

10.1 Seller Event of Default. Each of the following events shall constitute a "Seller Event of Default":

10.1.1 Seller fails to pay to Purchaser any amount when due under this Agreement and such breach remains uncured for fifteen (15) Business Days following notice of such breach to Seller;

10.1.2 (i) Seller commences a voluntary case under any bankruptcy law; (ii) Seller fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Seller in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Seller remains undismissed or undischarged for a period of sixty (60) days; and

10.1.3 Seller breaches any other material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Purchaser's notice of such breach, Seller has failed to cure the breach within such thirty (30) day period, or (ii) if Seller has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Seller has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Purchaser's notice).

10.2 Purchaser's Remedies. If a Seller Event of Default has occurred and is continuing, Purchaser may terminate this Agreement by written notice to Seller following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or equity, including, in the event such Seller Event of Default occurs and is continuing after the fifth (5th) anniversary of the Commercial Operation Date, exercising the Purchase Option.

10.3 Purchaser Event of Default. Each of the following events shall constitute a "Purchaser Event of Default":

10.3.1 Purchaser fails to pay to Seller any amount when due under this Agreement and such breach remains uncured for fifteen (15) Business Days following notice of such breach to Purchaser;

10.3.2 (i) Purchaser commences a voluntary case under any bankruptcy law; (ii) Purchaser fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Purchaser in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Purchaser remains undismissed or undischarged for a period of sixty (60) days;

10.3.3 Owner breaches any of its obligations under the Site Lease;

10.3.4 Purchaser ceases to conduct business at the Premises;

10.3.5 Purchaser (i) refuses to execute any document required for Seller to obtain any Environmental Attributes or Environmental Incentives related to the System, or (ii) causes any material change to the condition of the Premises that has a material adverse effect on the System; and

10.3.6 Purchaser breaches any other material term of this Agreement and such breach remains uncured for thirty (30) days following notice of such breach to Purchaser.

10.4 Seller's Remedies. If a Purchaser Event of Default has occurred and is continuing, Seller may terminate this Agreement by written notice to Purchaser following the expiration of the applicable cure period. Seller may also exercise any other remedy it may have at law or equity, including recovering from Purchaser all resulting damages, which damages shall include, but not be limited to, projected payments for Energy generated for the remainder of the Contract Term; the cost of removing the System from the Premises; any loss or damage to Seller due to lost or recaptured Environmental Attributes or Environmental Incentives, including, without limitation, lost revenue from the sale of Environmental Attributes to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue Code, the grant in lieu of tax credits pursuant to Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, and accelerated depreciation for the System; and all other amounts of any nature due under this Agreement (collectively, the "PPA Damages"). Pending Purchaser's payment of the PPA Damages, Seller may remain on the Premises and sell Energy and Environmental Attributes produced by the System to any third party.

10.5 Waiver of Consequential Damages. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PPA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

10.6 Limitation of Liability. SELLER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED EIGHT HUNDRED THOUSAND DOLLARS (\$800,000).

## 11. FINANCING ACCOMMODATIONS.

11.1 Purchaser Acknowledgment. Purchaser acknowledges that Seller may finance the System and that Seller's obligations may be secured by, among other collateral, a pledge or

collateral assignment of this Agreement and a security interest in the System. In order to facilitate such financing, and with respect to any financing Seller of which Seller has notified Purchaser in writing (each, a "Financing Party"), Purchaser agrees as follows:

11.1.1 Consent to Collateral Assignment. Seller shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Purchaser hereby consents to the collateral assignment by Seller to any Financing Party of Seller's right, title, and interest in and to this Agreement.

11.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Seller hereunder or cause to be cured any default or event of default of Seller in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Seller (unless Financing Party has succeeded to Seller's interests) to perform any act, duty, or obligation of Seller, but Purchaser hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to Financing Party, Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Seller Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new power purchase agreement with Financing Party or its assignee on substantially the same terms as this Agreement.

11.1.3 Financing Party Cure Rights. Purchaser shall not exercise any right to terminate or suspend this Agreement unless Purchaser has given prior written notice to each Financing Party of which Purchaser has notice. Purchaser's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the longer of thirty (30) days and the cure period allowed for a default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Purchaser's and Seller's obligations under this

Agreement shall otherwise remain in effect, and Purchaser and Seller shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

11.1.4 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Seller's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 11.1.3, then this Agreement shall continue in full force and effect.

11.2 Notice of Defaults and Events of Default. Purchaser agrees to deliver to each Financing Party a copy of all notices that Purchaser delivers to Seller pursuant to this Agreement.

**12. NOTICES.** Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier, and shall be deemed effective upon receipt.

To Seller:                   CEFIA Holdings LLC  
845 Brook Street  
Rocky Hill, CT 06067  
Attention: General Counsel

To Purchaser:             Wonderland of Ice Associates, Inc.  
123 Glenwood Avenue  
Bridgeport, CT 06610  
Attention: President

With a copy to:           City of Bridgeport  
Bridgeport City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604  
Attention: Corporation Counsel

### **13. GOVERNING LAW; VENUE.**

13.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles.

13.2 VENUE. PURCHASER AND SELLER EACH HEREBY IRREVOCABLY SUBMITS IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN HARTFORD COUNTY, CONNECTICUT AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION THAT IT MAY HAVE UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE.

PURCHASER AND SELLER EACH WAIVE ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY PROCEEDING IS COMMENCED.

#### **14. INDEMNIFICATION.**

14.1 Seller's Indemnity to Purchaser. Seller shall indemnify, defend, and hold harmless Purchaser (including Purchaser's permitted successors and assigns) and Purchaser's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Purchaser Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Purchaser Indemnified Parties arising from or relating to (i) Seller's breach of this Agreement, or (ii) Seller's negligence or willful misconduct. Seller's indemnification obligations under this Section 14.1 shall not extend to any claim to the extent such claim is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

14.2 Purchaser's Indemnity to Seller. Purchaser shall indemnify, defend, and hold harmless Seller (including Seller's permitted successors and assigns) and Seller's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Seller Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Seller Indemnified Parties arising from or relating to (i) Purchaser's breach of this Agreement, or (ii) Purchaser's negligence or willful misconduct. Purchaser's indemnification obligations under this Section 14.2 shall not extend to any claim to the extent such claim is due to the negligence or willful misconduct of any Seller Indemnified Party.

#### **15. INSURANCE.**

15.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Contract Term insurance coverage in the amounts and types set forth on Exhibit C. Each policy of insurance maintained by Purchaser shall (a) name Seller as loss payee (to the extent covering risk of loss or damage to the Premises or the System) and as an additional named insured as its interests may appear (to the extent covering any other risk); and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice to Seller. Each Party shall, within ten (10) days of written request therefor, furnish current certificates of insurance to the other Party evidencing the insurance required hereunder.

15.2 Waiver of Subrogation. Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against the other Party, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

15.3 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance

proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

## 16. CONFIDENTIAL INFORMATION.

16.1 Confidentiality. Neither Party (the “Receiving Party”) shall use for any purpose other than performing its obligations under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the “Disclosing Party”), any confidential information of the Disclosing Party. Confidential information includes, without limitation, this Agreement and exhibits hereto; all information or materials prepared in connection with the System; drawings; specifications; techniques; models; data; documentation; Purchaser, supplier, or personnel names and other information related to Purchasers, suppliers, or personnel; pricing policies and financial information; and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. 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; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care 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) 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; (iv) to its attorneys, accountants, financial advisors, or other agents, in each case bound by confidentiality obligations; (v) to banks, investors, and other financing sources and their advisors, in each case if any such Person has agreed to abide by the terms of this Section 16.1; (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by the same or similar confidentiality obligations; or (vii) to any Governmental Authority in connection with any Environmental Incentive. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, it shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure.

16.2 Irreparable Injury; Remedies. Purchaser and Seller each agree that disclosing Confidential Information of the other Party in violation of the terms of this Article 16 may cause irreparable harm, and that, notwithstanding Section 10.5, the harmed Party may immediately seek any and all remedies available to it at law or in equity, including, but not limited to, injunctive relief from a court of competent jurisdiction.

## 17. MISCELLANEOUS.

17.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Seller may assign any of its rights, duties, or obligations under this Agreement, without the consent of Purchaser, (i) to any of its affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any purchaser of the System.

17.2 Entire Agreement. This Agreement and the Site Lease represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

17.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Purchaser.

17.4 No Partnership or Joint Venture. Seller and Seller's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Purchaser. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

17.5 Headings; Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

17.6 Remedies Cumulative; Attorneys' Fees. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

17.7 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

17.8 Severability. If any part, term, or provisions of this Agreement 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 Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be



amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

17.9 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Seller to dedicate the System to public use or subject itself to regulation as a "public utility" (as such term may be defined under any applicable law).

17.10 Service Contract. The Parties acknowledge and agree that, for accounting and tax purposes, this Agreement is not and shall not be construed as a capital lease and, pursuant to Section 7701(e)(3) of the Internal Revenue Code, this Agreement is and shall be deemed to be a service contract for the sale to Purchaser of energy produced at an alternative energy facility.

17.11 Forward Contract. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

17.12 Publicity. The Parties agree that each may, from time to time, issue press releases regarding the System, provided, however that neither Party shall issue a press release regarding the System without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties shall cooperate with each other in connection with the issuance of such press releases. Purchaser shall not make claims of using solar energy at the Premises. Purchaser may publicize that it is serving as a host for the System and display photographs of the System in its advertising and promotional materials, provided that such materials shall identify Seller as the owner and developer of the System and shall be consistent with Section 2.3.

17.13 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (".PDF") signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

17.14 Further Assurances.

17.14.1 Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

Certificates. From time to time, Purchaser shall provide within fifteen (15) Business Days after receipt of a written request from Seller (i) a lien waiver from any party purporting to have a lien, security interest, or other encumbrance on the Premises, confirming that it has no interest in the System, or (ii) an estoppel certificate attesting, to the knowledge of Purchaser, of Seller's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations reasonably requested by the recipient of the estoppel certificate

17.14.2 Opinion. Upon the receipt of a written request from Seller, Purchaser shall deliver an opinion of counsel, in form and substance satisfactory to Seller, confirming (i) the enforceability of this Agreement and the Site Lease against Buyer, and (ii) the accuracy of the representations and warranties of Purchaser set forth in Section 9.1 of this Agreement and Section 6.1 of the Site Lease.

## **18. FREEDOM OF INFORMATION ACT.**

Green Bank is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

The Parties agree that Attachment C hereto and any attachment or exhibit provided by Contractor in compliance therewith are proprietary and confidential, and there is no necessity to mark such documents to achieve the status of proprietary and confidential.

Contractor acknowledges that (1) Green Bank has no obligation to notify Contractor of any FOIA request it receives, (2) Green Bank may disclose materials claimed by Contractor to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) Green Bank may in its discretion notify Contractor of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Green Bank has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Contractor will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Green Bank or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Green Bank's possession where Green Bank, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have caused this Solar Power Purchase Agreement to be duly executed and delivered as of the Effective Date.

**SELLER**

CEFIA Holdings LLC

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**

Wonderland of Ice Associates, Inc.

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**

City of Bridgeport

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT A

### DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date when the System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.1.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Contract Term.

“Delivery Point” means the point of interconnection between the System and the Premises’ internal electrical system.

“Downgrade Event” means Purchaser at any time (a) if rated by one of the following rating agencies, is rated less than (i) Baa3 by Moody’s Investors Service, Inc. (or its successor), or (ii) BBB- by Standard and Poor’s Rating Services, a division of McGraw-Hill (or its successor), or (iii) “investment grade” by any other nationally recognized rating agency, or (b) fails to maintain Performance Assurance.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by the System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit D.

“Environmental Attributes” means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation’s motive source; (2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (4) any property rights that may

exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits or similar credits, including RECs described in Conn. Gen. Stat. § 16-245a et seq. (“RECs”); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Environmental Incentives, or (iii) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

“Environmental Incentives” means any and all financial incentives, from whatever source, related to the construction, ownership, or operation of the System. Environmental Incentives include, but are not limited to, (i) federal, state, or local tax credits; (ii) any other financial incentives in the form of credits, reductions, or allowances that are applicable to a local, state, or federal income taxation obligation; and (iii) other grants, rebates, or subsidies, including utility incentive programs, and any incentive provided through the State of Connecticut Low Emission Renewable Energy Credit (“LREC”) and Zero Emission Renewable Energy Credit (“ZREC”) Programs. Environmental Incentives do not include Environmental Attributes.

“Exercise Period” has the meaning set forth in Section 5.2.

“Financing Party” has the meaning set forth in Section 11.1.

“Force Majeure” means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, extreme or severe weather conditions, explosion, fire, electric grid disturbances and blackouts, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

“Governmental Authorities” means the United States of America and any political subdivision thereof and any agency, department, commission, board, court, or instrumentality thereof.

“Independent Appraiser” has the meaning set forth in Section 5.2.

“Interest Rate” means an annual rate equal to (a) the rate published in *The Wall Street Journal* as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due; plus (b) five percentage points (5%); provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

“kWh” means kilowatt-hours.

“Letter of Credit” means one or more irrevocable, transferable standby letters of credit issued by either a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a credit rating of at least “A-” from S&P or “A3” from Moody’s, in a form acceptable to Seller.

“Net Metering Rules” means the rules established pursuant to Conn. Gen. Stat. § 16-243h or Conn. Gen. Stat. § 16-244u.

“Owner” has the meaning set forth in the Preamble.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Performance Assurance” means collateral in an amount as reasonably determined by Seller and in a form (e.g., cash, Letter(s) of Credit, guaranty, or other security or credit assurance) reasonably acceptable to Seller.

“Person” means any individual, corporation (including, without limitation, any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Premises” means all the real property and improvements commonly known as the Wonderland of Ice located at 123 Glenwood Avenue, Bridgeport, CT 06610, including without limitation, the Project Site, but not the System.

“Price Determination” has the meaning set forth in Section 5.2.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 5.1.

“Purchase Price” has the meaning set forth in Section 5.2.

“Purchase Option Dates” has the meaning set forth in Section 5.1.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

“Seller” has the meaning set forth in the Preamble.

“Seller Event of Default” has the meaning set forth in Section 10.1.

“Seller Indemnified Parties” has the meaning set forth in Section 14.2.

“Site Lease” has the meaning set forth in the Recitals.

“System” means the solar energy generating system described in Exhibit B.

“Transfer Date” has the meaning set forth in Section 5.3.

“Utility” means the United Illuminating Company.

**EXHIBIT B**

**DESCRIPTION OF THE SYSTEM**

SYSTEM DESCRIPTION				
TOTAL SYSTEM SIZE	330.03 kw	MODULE MAKE & MODEL	Trina Solar	285
KILOWATT HOURS	360,000	10 Schneider 30 kW inverters		
NUMBER OF MODULES	1158			
TYPE OF RACKING	S-S			



## EXHIBIT C

### INSURANCE REQUIREMENTS

(a) Seller shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Purchaser shall be named as an additional insured under this liability insurance, provided however that Seller shall in no event be obligated to repair or replace Purchaser's buildings or Premises;

(ii) Seller may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iii) Seller may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Purchaser shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

(iii) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Seller shall be named as an additional insured under this liability insurance;

(iv) Property insurance on the Premises, 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. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Purchaser 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 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Seller in the event of cancellation or nonrenewal;

(v) Purchaser may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(vi) Purchaser may elect to self-insure any or all of the insurance requirements contained in this Agreement.

**EXHIBIT D**

**ENERGY PRICE**

<i>Contract Year</i>	<i>Energy Price (\$/kWh)</i>
1	\$0.069
2	\$0.071
3	\$0.073
4	\$0.075
5	\$0.078
6	\$0.080
7	\$0.082
8	\$0.085
9	\$0.087
10	\$0.090
11	\$0.093
12	\$0.095
13	\$0.098
14	\$0.101
15	\$0.104
16	\$0.107
17	\$0.111
18	\$0.114
19	\$0.117
20	\$0.121

**EXHIBIT E**

**MINIMUM SYSTEM PURCHASE PRICE**

<i>Contract Year</i>	<i>Minimum System Purchase Price</i>
5	\$507,121
6	\$463,350
7	\$430,949
8	\$410,869
9	\$388,509
10	\$363,658
11	\$336,085
12	\$305,541
13	\$271,751
14	\$234,422
15	\$193,231
16	\$147,828
17	\$124,549
18	\$98,404
19	\$69,127
20	\$36,431



**OFFICE OF THE CITY CLERK  
COMMUNICATION FORM**

**IMMEDIATE CONSIDERATION**

*Below to be used for processing of Immediate Consideration items only*

Log ID/Item number: **196-14**

Submitting Department / Contact Name: **Office of Planning & Economic Development  
David Kooris, Director**

Subject: **Resolution Authorizing the Mayor to execute and deliver a partnership Agreement with State of Connecticut concerning the Community Development Block Grant - National Disaster Resilience Competition (CDBG-NDR).**

Referred to Committee: **Immediate Consideration**

City Council Date: **October 19, 2015 (FROM THE FLOOR)**

**Attest:**

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Date

**Approved by:**

*Bill Finch, Mayor*

Date



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF CITY PLANNING**  
MARGARET E. MORTON GOVERNMENT CENTER  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

DAVID M. KOORIS  
Director

October 16, 2015

COMM. #196-14 Ref'd for IMMEDIATE CONSIDERATION  
on 10/19/2015 (FROM THE FLOOR)

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

Re: Resolution – **Community Development Block Grant – National Disaster Resilience Competition Partnership Agreement**

Attached, please find a Summary and Resolution for the **Community Development Block Grant – National Disaster Resilience Competition Partnership Agreement** to be referred for immediate consideration at the October 19, 2015 City Council meeting.

If you have any questions or require any additional information please contact me at 203-576-4209 or via email at [david.kooris@bridgeportct.gov](mailto:david.kooris@bridgeportct.gov).

Thank you,

David Kooris, Director  
Office of Planning and Economic Development

RECEIVED  
CITY CLERK'S OFFICE  
2015 OCT 20 P 2:56  
ATTEST  
CITY CLERK

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIDGEPORT  
AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A PARTNERSHIP  
AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND THE STATE OF  
CONNECTICUT CONCERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT  
– NATIONAL DISASTER RESILIENCE COMPETITION**

**WHEREAS:** President Obama and the Congress established the Community Development Block Grant – Disaster Resilience Program (“the Program”) to address the impacts of Hurricane Sandy and to better prepare the nation for the future potential impacts of sea level rise, storm surge and other events; and

**WHEREAS:** the City of Bridgeport (the “City”) has been awarded grants to date under the Program to address particular vulnerabilities including \$10MM to fund a pilot project in the South End identified through the Rebuild by Design Competition; and

**WHEREAS:** for the final round of the Program, the federal government developed a competition known as the Community Development Block Grant National Disaster Resilience Competition (“NDRC”), prior to awarding approximately \$1 billion in unallocated funds; and

**WHEREAS:** the State of Connecticut (the “State”) created an inter-agency partnership to coordinate a statewide application for NDRC (the “Application”); and

**WHEREAS:** on June 22, 2015, it was announced that the State was selected to advance to Phase 2 of the NDRC based upon the unmet needs stemming from Hurricane Sandy; and

**WHEREAS:** the State developed a process for the Application and a review of the unmet needs from communities in Fairfield and New Haven Counties, including the City of Bridgeport; and

**WHEREAS:** the State selected Bridgeport for inclusion in the Application, in part due to the unmet needs identified in the South End; and

**WHEREAS:** the State now intends to formally submit the Application;

**WHEREAS:** as part of the process, the City and State wish to enter a Partnership Agreement pursuant to NDRC program guidance;

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council hereby authorizes the Mayor to execute and deliver a Partnership Agreement between the City and the State concerning the Community Development Block Grant National Disaster Resilience Competition; and

**BE IT FURTHER RESOLVED,** that the Mayor, the Director of OPED, or their designee is hereby authorized to provide such additional information as may be required by the State in connection with the Application and, in the event, the State is awarded funding, to execute and deliver any future Assistance Agreement and/or any other documentation as may be required by the State which would allow the City to undertake design, permitting and construction activities in a manner consistent with the Application, and to execute and deliver any amendments and revisions to such documentation as may be required with respect thereto, which documentation may include an indemnity of the State (or department or agency thereof) by the City.

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**CITY OF BRIDGEPORT**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the State of Connecticut (herein called the "Applicant") and the City of Bridgeport (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1      Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on

CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

- Activity #2 Advance and complete City-managed CDBG-DR activities and act as liaison between Rebuild by Design activities and CDBG-NDR activities.
- Activity #3 Carry out CDBG-NDR projects and activities within local public infrastructure, including but not limited to Partner rights-of-way and Partner-owned Parks.
- Activity #4 Assign a full-time project manager to carry-out the above-referenced activities and assist SAFR with local coordination and other Partner activities.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

C. Staffing

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

The State may fund up to one (1) full-time project manager position dedicated to the project location(s) for the duration of the term of the Partner Agreement. This position and any other financial assistance shall be provided pursuant to a sub-recipient agreement in a manner consistent with Section I.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.



**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]

[Partner]

By \_\_\_\_\_ By \_\_\_\_\_ Bill Finch

Title: Mayor, City of Bridgeport

Attest \_\_\_\_\_

**CITY CLERK**

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

**FINANCE OFFICER**

Title \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # \_\_\_\_\_

\_\_\_\_\_  
**CITY ATTORNEY OR LEGAL COUNSEL**

AFFIRMATIVE ACTION APPROVAL

\_\_\_\_\_  
CONTRACT COMPLIANCE SUPERVISOR

## HUD NATIONAL DISASTER RESILIENCE COMPETITION (NDRC)

### Overview

The National Disaster Resilience Competition (NDRC) is a two-phase process that will competitively award nearly \$1 billion in HUD Disaster Recovery funds (CDBG-DR) to eligible applicants that have been impacted by natural disasters in recent years. The competition will encourage communities to not only consider how they can recover from a past disaster but also how to avoid future disaster losses. Applicants will need to link or “tieback” their proposals to the disaster from which they are recovering, as well as demonstrate how they are reducing future risks and *advancing broader community development goals* within in their target geographic areas.

The State of Connecticut was designated as an eligible applicant due to the regional impact of Hurricane Sandy as one of 48 States and 19 Municipalities selected for the competition. The phase one application considered disaster recovery needs, vulnerabilities, stakeholder interests, resilience, community development objectives, and investment alternatives. Based upon the State’s phase one submission, Connecticut was one of forty applicants asked to advance to phase II, where the framework for resilience established in phase I is detailed through conceptual resilience pilot projects. Bridgeport expressed interest and was selected as a pilot resilience community and a project is being developed with input from City departments and neighborhood groups as part of the phase II submission.

### Proposed Program and Project Costs

Bridgeport Pilot Project: \$ 43.3 Million

### Bridgeport Proposed Project: South End Flood Protection

South End neighborhood was adversely impacted by Hurricane Sandy in 2012. More than 30 acres containing 210 properties were inundated resulting in over 100 FEMA Individual Assistance Household inspections. Although a number of projects have been launched in the last few years to mitigate the flooding in the South End neighborhood, the community faces continued threat of future storm events, as well as economic and social needs that hinder the neighborhood’s resiliency and ability to recover from future events.

The NDRC application for Bridgeport is seeking more than \$43 million dollars in federal funding to study, design and construct flood control measures to promote coastal resiliency in the South End neighborhood. The application proposes following projects in the South End:

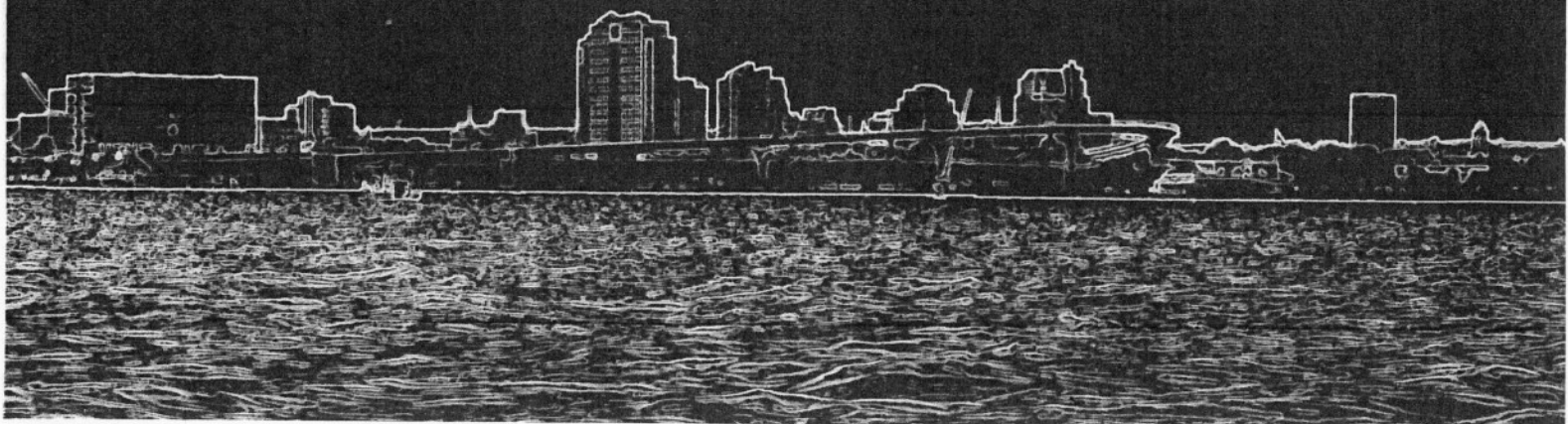
- **Street Raising and Street Improvements** – Streets in the South End will be raised and improved to create a Resilient Corridor network. The initial pilot street raising is anticipated for University Avenue but eventually other lateral street connections such as Linden, Gregory and Atlantic Streets could also be raised.
- **Earthen Berm** – The earthen berm extending up to 9.4 feet in height will be constructed at the outer edge of the South End neighborhood between Tongue Point and the rail viaduct at Ferry Access Road.
- **Revision of existing flood plain design guidelines** – the project will work with FEMA and other agencies to build progressively upon existing flood plain design guidelines that would ensure that future development is designed as an integral component of the resilient corridor network.
- **South End District Energy Infrastructure** – The project will network discrete energy distribution networks in the neighborhood and create a unique energy ecosystem that provides redundant power in event of emergency or during peak demand.

# SAFR CONNECTICUT CONNECTIONS

U.S. Department of Housing & Urban Development's  
NATIONAL DISASTER RESILIENCE COMPETITION

## THE STATE OF CONNECTICUT PHASE II DRAFT APPLICATION FOR PUBLIC COMMENT

October 9, 2015



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**EXHIBIT A**  
**EXECUTIVE SUMMARY**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIDGEPORT  
AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A PARTNERSHIP  
AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND THE STATE OF  
CONNECTICUT CONCERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT  
– NATIONAL DISASTER RESILIENCE COMPETITION**

**WHEREAS:** President Obama and the Congress established the Community Development Block Grant – Disaster Resilience Program (“the Program”) to address the impacts of Hurricane Sandy and to better prepare the nation for the future potential impacts of sea level rise, storm surge and other events; and

**WHEREAS:** the City of Bridgeport (the “City”) has been awarded grants to date under the Program to address particular vulnerabilities including \$10MM to fund a pilot project in the South End identified through the Rebuild by Design Competition; and

**WHEREAS:** for the final round of the Program, the federal government developed a competition known as the Community Development Block Grant National Disaster Resilience Competition (“NDRC”), prior to awarding approximately \$1 billion in unallocated funds; and

**WHEREAS:** the State of Connecticut (the “State”) created an inter-agency partnership to coordinate a statewide application for NDRC (the “Application”); and

**WHEREAS:** on June 22, 2015, it was announced that the State was selected to advance to Phase 2 of the NDRC based upon the unmet needs stemming from Hurricane Sandy; and

**WHEREAS:** the State developed a process for the Application and a review of the unmet needs from communities in Fairfield and New Haven Counties, including the City of Bridgeport; and

**WHEREAS:** the State selected Bridgeport for inclusion in the Application, in part due to the unmet needs identified in the South End; and

**WHEREAS:** the State now intends to formally submit the Application;

**WHEREAS:** as part of the process, the City and State wish to enter a Partnership Agreement pursuant to NDRC program guidance;

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council hereby authorizes the Mayor to execute and deliver a Partnership Agreement between the City and the State concerning the Community Development Block Grant National Disaster Resilience Competition; and

**BE IT FURTHER RESOLVED,** that the Mayor, the Director of OPED, or their designee is hereby authorized to provide such additional information as may be required by the State in connection with the Application and, in the event, the State is awarded funding, to execute and deliver any future Assistance Agreement and/or any other documentation as may be required by the State which would allow the City to undertake design, permitting and construction activities in a manner consistent with the Application, and to execute and deliver any amendments and revisions to such documentation as may be required with respect thereto, which documentation may include an indemnity of the State (or department or agency thereof) by the City.



**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**CITY OF BRIDGEPORT**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the State of Connecticut (herein called the "Applicant") and the City of Bridgeport (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

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CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

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#### B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

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### **III. BUDGET**

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Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]

[Partner]

By \_\_\_\_\_ By \_\_\_\_\_ Bill Finch

Title: Mayor, City of Bridgeport

Attest \_\_\_\_\_

CITY CLERK

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

FINANCE OFFICER

Title \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY OR LEGAL COUNSEL

AFFIRMATIVE ACTION APPROVAL

\_\_\_\_\_  
CONTRACT COMPLIANCE SUPERVISOR

## HUD NATIONAL DISASTER RESILIENCE COMPETITION (NDRC)

### Overview

The National Disaster Resilience Competition (NDRC) is a two-phase process that will competitively award nearly \$1 billion in HUD Disaster Recovery funds (CDBG-DR) to eligible applicants that have been impacted by natural disasters in recent years. The competition will encourage communities to not only consider how they can recover from a past disaster but also how to avoid future disaster losses. Applicants will need to link or “tieback” their proposals to the disaster from which they are recovering, as well as demonstrate how they are reducing future risks and *advancing broader community development goals* within in their target geographic areas.

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Bridgeport Pilot Project: \$ 43.3 Million

### Bridgeport Proposed Project: South End Flood Protection

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The NDRC application for Bridgeport is seeking more than \$43 million dollars in federal funding to study, design and construct flood control measures to promote coastal resiliency in the South End neighborhood. The application proposes following projects in the South End:

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- **Revision of existing flood plain design guidelines** – the project will work with FEMA and other agencies to build progressively upon existing flood plain design guidelines that would ensure that future development is designed as an integral component of the resilient corridor network.
- **South End District Energy Infrastructure** – The project will network discrete energy distribution networks in the neighborhood and create a unique energy ecosystem that provides redundant power in event of emergency or during peak demand.

**The State of Connecticut has formed State Agencies Fostering Resilience (SAFR)** to develop a long-term resilience plan for the State of Connecticut to address combat the challenges of climate change and build a sustainable economic future for the State. SAFR has been formed as a State level policy-making body to craft policies to promote resilience equitably across its impacted region and the entire State, and to develop and implement a phased approach that integrates a science-based forward looking risk analysis to develop resilience plans in response to hurricane Sandy, the qualifying disaster for this application, and other recent major shocks, including Hurricane Irene. SAFR has been formed to assist impacted communities to formulate resilience plans and implement resilience projects. SAFR has conducted an extensive planning effort to progress resilience projects in the eleven target municipalities in the two counties, New Haven and Fairfield Counties, most impacted by Hurricane Sandy and will look to progress plans in each of these impacted communities during the initial roll out of the program. This initial regional program will be launched by pilot projects in the two municipalities who illustrated the greatest need and most advanced approach to creating resilient futures. These pilot communities will launch a statewide program for resilience that will be addressed through the modification of existing programs within the State and new programs designed to combat the effects of climate change, in order to institutionalize the ability to both plan for and implement disaster resilience strategies in the State of Connecticut.

In New Haven and Fairfield Counties, the most impacted and distressed counties in the State due to Hurricane Sandy, 2,853 single-family homes in Fairfield County and 1,165 in New Haven County were damaged during Sandy. Unmet recovery needs total more than \$158 million from housing (\$135,789,167) and infrastructure (\$22,360,508), including eight (8) public housing properties totaling 815 units in the 100-year floodplain. Additional unmet need would reach into the hundreds of millions of dollars. Coastal communities total 60% of the state's population. More than 32,000 homes lie in the

100-year floodplain. Connecticut has the second highest exposure of vulnerable coastal assets on the eastern seaboard, with more than \$542 billion at risk to coastal storms.

The Applicant, the State of Connecticut's Department of Housing (DOH), is a member of SAFR and is taking the lead role to address these risks and integrate the HUD NDRC proposal into its resilience plans. As described in more detail in Exhibit C.b.1., Management Structure, SAFR is represented by nine state agencies (SAFR members) and is supported by 19 additional partners including the regional Councils of Government (COGs), Connecticut Conference of Municipalities, the Connecticut Institute for Resilience & Climate Adaptation (CIRCA) at University of Connecticut, Yale, Partnership for Strong Communities, Housing Development Fund, Connecticut Green Bank, the state's largest utility companies, several environmental organizations, The Red Cross, CT Rises, and the Tremaine Foundation. All SAFR Members and Partners have incorporated climate change resilience into their core mission or programs.

**This proposal outlines a long-term vision for establishing resilient communities.** The main tenets of the program include:

- *Focusing community development around transit (resilient TOD),*
- *Creating corridors resilient to climate change (resilient corridors),*
- *Creating opportunities for affordable housing, and preserving and enhancing the quality of life of existing affordable communities*
- *Developing energy, economic and social resilience,*
- *Increasing transit connectivity,*
- *Adapting structures and critical infrastructure in the flood zone to withstand occasional flooding, and*



- *Protecting communities through healthy buffering ecosystems, where critical services, infrastructure and transport hubs are located on safer, higher ground, and where strong connections exist between the two.*

**Increasing investment in identified TOD resilience zones provides an opportunity to increase economic resilience** by strongly tying back to the regional transportation network and regional economic opportunities. Connecticut is investing heavily in its transportation system, bringing the system to a state of good repair, increasing service along existing lines, building new stations to attract new mass transit ridership and building new transit corridors to bring mass transit to previously automobile dependent communities. This strong shift in emphasis is in recognition that Connecticut's economy is curtailed by sprawl and congestion and that a future where mass transit can encourage more energy efficient and sustainable development will enhance future growth and preserve a strong economic future. Tying TOD development strategies into the resilience framework will focus on building communities that are resilient to climate change and communities that are focused on sustainable solutions. In addition to providing long-term resilience, they provide myriad co-benefits that strengthen communities and economic opportunities in the short term and between storms. *Resilient corridors* connect communities and regions and create opportunities for ecological and economic investment that will help communities, especially the coastal and riverine communities of the State vulnerable to flooding,

As part of the development process for the resilience vision and for this proposal, the team undertook a robust process of public outreach and engagement. This process built upon the lessons learned in Rebuild by Design and numerous community resiliency processes. The initial outreach included over 50 consultations, 3 public hearings and open houses, a project website, site visits, and social media campaigns. This enriched the Phase 1 discovery process, informed the resiliency strategy,

and resulted in numerous partnerships. Phase 2 expanded the outreach to include a municipal workshop in the municipalities of Fairfield and New Haven counties to inform municipalities and regional COGs on the SAFR mission and collectively approach resilience strategies and share ideas and to select initial NDRC pilot communities. Upon selection after Phase 1, direct community outreach in the form of public pop-up information presentations were conducted to both inform and receive comment in both pilot communities. The effort culminated in two public hearings to solicit general comment.

The concept of this proposal is closely aligned with state strategic programs and spending priorities, including the Governor's \$ 10 Billion LetsGOCT! "best-in-class transportation system" program. The partner agencies of SAFR have pledged to coordinate projects in their capital budget with the NDRC proposal, including programmatic changes and specific capital project authorizations. The state has already committed \$ 475,000 along with approximately three hundred thousand in staff time to the CDBG-NDR application, identified direct and supporting commitment leverage in excess of \$400 million in the next two years to launch a resilience program that will transform how the State of Connecticut focuses its capital priorities in the future.

**Connecticut has demonstrated its long-term commitment to building back better through the Connecticut Climate Preparedness Plan**, which advanced legally-mandated efforts to prepare for climate change. The State has reduced coastal vulnerabilities through the passage of two new laws, the dedication of new resources to the Microgrids program, and the creation of a multi-disciplinary institution that enhances technical capacity for resilience and adaptation planning, the Connecticut Institute for Resilience and Climate Adaptation as well as Shore Up Connecticut, a low-interest loan program for flood mitigation. The State has developed three additional programs totaling \$88 million to protect to combat the effects of climate change, the \$20 million Long Island Sound Stewardship and Resiliency Program for protection of coastal marshes and natural buffer areas and the \$20 million

Grants-in-Aid Green Infrastructure Program to encourage low impact design of green municipal infrastructure and an additional \$8 million for open space land acquisition for conservation and recreation.

The funding of this NDRC grant for the DOH will play a vital role in fostering Connecticut's long-term vision and continuing efforts to build resiliency into its infrastructure and its economic vitality.

**EXHIBIT B**  
**THRESHOLD REQUIREMENTS**

This application is compliant with all the threshold requirements specified in the NDRC process.

**General Section.** The State of Connecticut is in compliance with the requirements of the General Section. **Eligible applicant.** The Applicant is the State of Connecticut. **Eligible county.** The eligible counties in the State of Connecticut are Fairfield (County/in PMSA 1160,1930,5760,8040) and New Haven (County/in PMSA 1160,5480,8880). New Haven and Fairfield counties were both impacted by Disaster Number 4087, incident type: Hurricane, incident title: Hurricane Sandy, incident begin date: 2012-10-27, and incident end date: 2012-11-08.

**Most impacted and distressed target area.** The target areas identified as most impacted and distressed as a result of Hurricane Sandy (DR-4087) are Fairfield and New Haven counties. These counties were previously determined by HUD to be most impacted.

**Unmet recovery needs threshold.** The State of Connecticut has Unmet Recovery Needs (URN) (needs that have not been addressed by federal, state, or other sources) in the most impacted and distressed target areas of Fairfield and New Haven counties. Connecticut has more than \$158 million in unmet need in housing and infrastructure.

**Owner occupied housing.** DOH is administering an Owner-Occupied Rehabilitation and Rebuilding program targeted to assist 1-4 unit owner-occupied properties, addressing rehabilitation and mitigation/elevation needs. Tranche 1 (T1) CDBG-DR funding addressed unmet rehabilitation needs, alone or in conjunction with mitigation/elevation needs. Tranche 2 (T2) CDBG-DR funds addressed mitigation/elevation needs of 1-4 unit owner-occupied properties damaged by Hurricane Sandy whose rehabilitation was addressed through insurance proceeds, FEMA assistance and/or SBA assistance. We anticipate awarding and expending all of the available Tranche 1 and Tranche 2 funds allocated for these activities (\$44.2M). The Tranche 3 (T3) plan proposes distributing \$6,886,050 to owner-occupied housing and the remaining \$4,572,950 to multi-family housing, infrastructure, administration and

planning, and \$10M to *Resilient Bridgeport* RBD. DOH does not anticipate the number of houses damaged by the disaster to go below 20, even after T3 funds are allocated.

**Owner Occupied housing Data Source Analysis:** In the Dropbox folder **Spreadsheet 1** is a detailed breakdown by county of the homeowners currently being assisted or intended to be assisted with an estimated cost of activity, including CDBG-DR, insurance, FEMA and SBA. **Spreadsheet 2** is a detailed breakdown of homeowners who have applied for assistance, but for whom funds are not currently available. In order to accomplish this analysis, we made the following assumptions: (1) There is remaining Unmet Need existing among homeowners in both New Haven and Fairfield Counties consisting of those on our current application list; (2) Mitigation/elevation needs exist in both counties consisting of those on our current application list; (3) Cost estimates for Unmet Need in **Spreadsheet 2** were determined using the average cost of assisted or to-be-assisted homeowners in the respective counties from **Spreadsheet 1**. The Summary Table of Unmet Need – Owner Occupied below shows the number of current applicants seeking assistance with remaining unmet rehabilitation or with unmet mitigation/elevation needs, which cannot be addressed with other sources through CDBG-DR, insurance, FEMA, SBA. Table Legend: Avg. Asst = Average Assistance from other sources (Insurance, FEMA, SBA); Total Asst. = Total Assistance from other sources; and URN = Unmet Recovery Need (URN calculated as Total Need minus Total Asst.).

<b>The Summary Table of Unmet Need – Owner Occupied Housing</b>						
County	# Houses	Ave. Cost	Total Need	Avg. Asst.	Total Asst.	URN
Fairfield	99	\$181,579	\$17,976,315	\$67,186	\$6,651,414	\$11,324,923
New Haven	74	\$175,325	\$12,974,098	\$52,139	\$3,858,286	\$9,115,794
Total reported unmet need after Tranche 3 CDBG-DR allocation = <b>\$13,554,621</b>						

**Multi-family housing.** DOH is administering a Multi-family Rehabilitation/Rebuilding and Mitigation program (T1 p. 53), targeted at low and moderate-income (LMI) multifamily properties with unmet need, and emphasizes state or federal public housing. DOH anticipated using leverage (state taxable and tax exempt bond financing, federal Low Income Housing Tax Credits (LIHTC) (both 4% and 9% credits), as well as conventional financing for housing) and thus allocated \$26,000,000 in CDBG-DR funding to address these needs. To date, DOH has targeted the majority of the \$26,000,000 available on three separate public housing replacement activities (T3, p.9).

The Summary Table of Unmet Need – multifamily shows remaining unmet need for rehabilitation or replacement of these units (T3, p.9). T3 proposes to distribute \$3,000,000 to multi-family (T3, p.19). Not all of the funds identified in the “Estimated Assistance Other Sources” column have received commitments, therefore unmet need may be greater than estimated. Table Legend: (T.D.C. = Total Development Cost; CDBG-DR = CDBG-DR Assistance; E.A.O. = Estimated Assistance Other Sources (DOH/LIHTC/Other); URN = Unmet Recovery Need, URN calculated from T.D.C minus CDBG-DR minus E.A.O.).

<b>Summary Table of Unmet Need – Multi-family Housing</b>					
County	# Units	T.D.C.	CDBG-DR	E.A.O.	URN
Fairfield	911	\$315,463,287	\$23,230,000	\$191,998,787	\$100,234,500
New Haven	140	\$43,000,000	\$0	\$18,000,000	\$25,000,000
Total URN –Multifamily after Tranche 3 CDBG-DR allocation = <b>\$122,234,500</b>					

**Summary of unmet housing need.** There is unmet housing need in the MID counties, Fairfield and New Haven, in excess of **\$135,789,167** after proposed T3 (Figures 1-3).

**Infrastructure.** In the most impacted target areas there is damage to permanent public infrastructure from the qualifying disaster, Hurricane Sandy, which has not been repaired. The following is the

remaining infrastructure repair needs in the target area sent to DOH. The location of damage by county and municipality and a damage summary for each project is as follows: (Dropbox file names: *Town Name\_Descriptor*) Fairfield County: *Fairfield\_Pump Station* – over two feet of Sandy flood waters stayed behind after storm, flooding one square mile of land and homes; *Greenwich\_Point Park* – wave and wind damage to park structures and erosion of natural features, living shoreline for damage prevention proposed; *Westport\_Bridge* – Sandy waves dislodged bridge to island, which was repaired, but not resilient to future storms. *Bridgeport\_Marina Village* – storm surge flooding damaged housing, proposal to repair incorporates resilience. New Haven County: *Beacon Falls\_WWTP* – stormwater flooding at wastewater treatment plant along river; *Meriden\_Harbor Brook* – stormwater flooding along river; *Milford\_Point Beach* – coastal storm surge flooding damage of low-lying areas; *Milford\_Wepawaug* – flooding along Wepawaug river, dredging mitigation proposed; *Oxford\_Firehouse* – firehouse flooded during Sandy; *West Haven\_Tide Gate & Footbridge* – tide gates and footbridge damaged from Sandy storm surge flooding; *West Haven\_Culvert* – culvert vulnerable to extensive flood damage from Sandy and future storms; *Ansonia-Derby\_Water Tank* – project to prevent loss of water pressure. The Data Sources has the sources and uses for each project listed. The table below shows the total cost of repairs, other sources of funding (ACE/FEMA/municipal) and the funding required to complete repairs.

<b>Summary Table of Unmet Need – Infrastructure</b>			
County	Cost of Repairs	Other Funding Sources	Funding Needed
Fairfield	\$15,301,536	\$4,761,250	\$10,540,286
New Haven	\$17,322,742	\$4,352,520	\$12,970,222
Total reported Unmet Infrastructure Need after Tranche 3 CDBG-DR Allocation = <b>\$22,510,508</b>			



There are inadequate funds to complete the repairs because CDBG-DR funds have been exhausted. Following Sandy there were 40 infrastructure projects requiring \$157.4 million in funding. Of the CDBG-DR funds awarded only \$6.2 (T1) and \$30 (T2) million have been dedicated to addressing these needs. While T3 proposes dedicating an additional \$1 million to infrastructure, there will remain an unmet need in excess of \$22 million.

**Summary of unmet infrastructure need.** Based on the projects listed in the data source and summarized above, there is an unmet infrastructure need of **\$22,510,508** after proposed T3.

**Statement on eligible activity, resilience incorporated, national objective, overall benefit and establish tie-back.** Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of an event occurring in 2011, 2012, or 2013, pursuant to the Stafford Act. The expectation is to improve the resilience of the most impacted and distressed target area(s) to current and future threat(s) and hazard(s), including effects of climate change.

Connecticut has demonstrated taking at least one permanent action to increase resilience in the target area, region or state. With respect to activities expected to be assisted with CDBG-NDR funds, the Application has been developed so as to give the maximum feasible priority to activities that will benefit low and moderate-income (LMI) families. The aggregate use of CDBG-NDR funds shall principally benefit LMI families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

**Benefit Cost Analysis.** A comprehensive Benefit Cost Analysis of the proposed projects were prepared by the State of Connecticut and its partners and is included in Attachment F – Benefit Cost Analysis.

**EXHIBIT C**  
**FACTOR 1. PHASE 2 CAPACITY**

### **Exhibit C.a. Experience of the Applicant**

The State of Connecticut is the Applicant and therefore all state agencies are considered the Applicant. Governor Malloy designated the Department of Housing as the principal state agency for allocation and administration of this funding. The DOH will coordinate with the other state agencies and Partners to implement the activities proposed in this application. Under P.L. 113-2, the CT DOH \$159,279,000 CDBG-DR funds.

The State of Connecticut DOH is the lead agency making all final allocations of funding; however, the DOH will coordinate and plan all projects with the state agencies, specifically those of the interagency advisory committee State Agencies Fostering Resilience (SAFR). SAFR members include lead staff from agencies that have supported and committed resources to this application and building overall resilience in the state. SAFR is comprised of the following state agencies:

- CT Department of Housing (DOH)
- CT Office of Policy and Management (OPM)
- CT Department of Energy and Environmental Protection (DEEP)
- CT Office of the Governor (OTG)
- CT Department of Transportation (CTDOT)
- CT Department of Economic and Community Development (DECD)
- CT Department of Emergency Services and Public Protection/Division of Emergency Management and Homeland Security (DESPP/DEMHS)
- CT Department of Public Health (DPH)
- CT Insurance Department (CID)
- CT Department of Administrative Services
- University of Connecticut (UConn)

SAFR also includes the Executive Director of the Yale, Urban Ecology and Design Lab and the Connecticut Conference of Municipalities. DOH will work across disciplines to achieve project goals, and ensure excellent design quality by collaborating with SAFR and the Partner members of the SAFR Advisory Committee that includes the regional Councils of Governments, non-profits working in environment, emergency response, and community development, and the private utility industry.

#### **Exhibit C.a.1. General Administrative Capacity**

The State of Connecticut and its Partners have extensive knowledge and expertise with federal grants and the capacity to manage any awarded NDRC projects. The following examples outline the general administrative capacity of the State of Connecticut to manage, if awarded, the proposed projects.

The CT DOH and its partners have extensive knowledge and expertise with federal grants and the capacity to manage any awarded NDRC projects. The following examples outline the general administrative capacity of the State of Connecticut to manage, if awarded, the proposed projects.

#### Project Management, Procurement, Contract and Financial Management

The State of Connecticut complies with Federal procurement regulations and its own procurement policies and procedures. The lead agency, the CT DOH maintains a dedicated Sandy recovery staff team that has successfully administered, managed, distributed - with sound financial and procurement processes - two rounds of CDBG-DR funding since the Qualifying Disaster (Sandy). The DOH has prepared and executed a CDBG-DR Action Plan and two substantial amendments to meet the housing needs of communities most impacted by the storm. These needs included the costs of repairs, reconstruction and new construction, which were not covered by insurance, FEMA, or other sources of funding as well as infrastructure repairs, mitigation projects, and planning activities. Through this

process DOH vetted contractors, issued invitations to bid, issued contracts, oversaw contract execution, and coordinated with other agencies to obtain the proper permits.

#### Accountability, Quality Control/Quality Assurance, Monitoring, Internal Audit

The Department of Housing oversees accountability, quality control, monitoring and internal auditing.

#### Rapid Program Design, Launch and Evaluation

DOH manages and funds Shore Up CT, a low-interest mitigation financing program. DOH's ability to initiate the Sandy program and programs like Shore Up CT show its internal control capacity and ability to quickly launch and implement major projects successfully. In addition to DOH, SAFR agencies such as CTDOT, DECD, DEEP, OPM and UConn have extensive knowledge and experience in quickly launching a project and establishing and maintaining project performance and overall management.

#### **Exhibit C.a.2. Technical Capacity**

DOH and the SAFR representatives have extensive experience working on multi-agency projects and through public private partnerships including work specific to Sandy recovery. The State of Connecticut and partners have experience with interdisciplinary work in multiple areas including designing, planning and implementing large, complex and comprehensive projects; benefit-cost and data analysis; public works; affordable housing; environmental quality; community engagement; design and engineering; and economic revitalization.

We have secured Partners to join the SAFR Advisory Committee, with a wide array of diverse and overlapping capacities and expertise. This redundancy provides security, as well as great team depth and strength should Partner commitments change. All Partners are committed to this application and have incorporated one or more aspects of resilience to the impacts of severe weather, sea level rise

and climate change into their core mission or programs. Moreover, the lead agency, the DOH, has run a CDBG-DR program for the past three years, and will continue to do so if funds are awarded. Many of the state agencies have existing contracts with firms that could provide additional technical (i.e. engineering and other professional services) expertise. For example, CTDOT has a pre-approved list of 135 engineering, design and planning consultants.

Additional state agency capacity includes the University of Connecticut Connecticut Institute for Resilience and Climate Adaptation (CIRCA). CIRCA's technical capacity for science-based analysis includes impacts of climate change, sea level rise, ocean dynamics, future precipitation and hydrology models, weather prediction, environmental law, economics and policy analysis. CIRCA develops and deploys natural science, engineering, legal, financial, and policy best practices for climate resilience as well as undertaking and overseeing pilot projects designed to improve resilience and sustainability of the natural and built environment along Connecticut's coast and inland waterways.

- DECD has an Office of Brownfield Remediation and Development and Office of Capital Projects with staff comprised of planners, engineers, environmental analysts and real estate development professionals who have significant experience in brownfield remediation and redevelopment, project and construction management, and infrastructure and real estate development. DECD successfully managed and administered the \$2 million HUD Sustainable Communities Challenge Grant that supported TOD planning and development in the cities of New Haven and Meriden.
- DEEP's technical capacity includes the administration of CT's Clean Water Fund, developing and implementing energy, brownfields, land use, coordinating climate and resilience policy (through CIRCA), and running the Floodplain Management.
- CTDOT has tremendous experience handling Federal projects. Within CT DOT, the Bureau of Planning is responsible for coordinating major transportation and Transit Oriented Development

(TOD) initiatives. The organization also has an active Transportation Asset Management program with the capacity to inventory, inspect, monitor and prioritize facilities for maintenance and capital project programs. CTDOT routinely practices scenario planning including no-build alternatives and other advanced management techniques to constrain its ongoing work program to available revenue. CTDOT has an Office of Rights of Way Property Management Division which is responsible for managing the real property acquired for proposed construction projects. Upon completion of construction, this office handles the sale and lease of properties that are in excess of Transportation needs. CTDOT, in coordination with multiple agencies is shaping TOD policy for the State of Connecticut. DOT chairs an interagency technical and policy group that includes OPM, OTG, DOT, DECD and DEEP to coordinate the planning and implementation of TOD around the expanding mass transportation infrastructure of the State. This policy advisory committee serves as a pre-cursor to the SAFR structure and has been successful in coordinating policy, mission and action around TOD.

### **Exhibit C.a.3. Community Engagement and Inclusiveness**

DOH has a commitment to resident and community engagement with established programs detailed in an Action Plan and two substantial amendments for the CDBG-DR program. The State of Connecticut engaged CIRCA, an institute dedicated to research and outreach for communities impacted by climate change, to support DOH and identify the communities most vulnerable to future hazards. CIRCA's Director of Community Engagement is a designated member of SAFR. Her role as the liaison between Connecticut's municipalities and the research faculty at UConn, ensures that CIRCA's research directly responds to the adaptation needs of those towns. For example, she engages with community members through regular meetings with municipal task forces and committees on climate change and is an active speaker at statewide conferences including the Connecticut Association of

Flood Managers and the Connecticut Association of Conservation and Inland Wetlands Commissions. All state agency partners, CCM and the regional councils of government, have extensive experience with community engagement and planning. Partners have extensive engagement experience through multiple projects including Rebuild by Design, local and international landscape architecture projects, rebuilding in New Orleans, national resilience charrettes and leading a Community Development Corporation that rehabilitated over 1,500 buildings.

An example of effective community engagement and outreach is Rebuild by Design in Bridgeport, where many of our partners worked to engage the community through a variety of methods including the All Scales Workshop where leaders from more than 40 organizations, including many based in the impacted community, worked alongside a cadre of professionals developing proposals for resilient community development. This engagement model served as a precedent for future engagement. DPH is exploring the potential to integrate a rapid Health Impact Assessment (HIA) into the community engagement process for future resilience planning outreach.

DOH supports a number of initiatives to build community leadership, such as the CT Housing Coalition's Connecticut Emerging Leaders Network and the Affordable Housing Academy. As an example, the Yale UEDLAB has worked for over four years with residents from Bridgeport's vulnerable South End neighborhood to build, maintain and adapt a community-driven flood management and green infrastructure project in the floodplain. UConn CLEAR's Climate Adaptation Academy is educating officials about adaptation measures.

Additional partners, such as Partnership for Strong Communities, has an extensive record of bringing together diverse constituencies to find solutions reaching beyond the specific interests of housing advocates, developers and human service providers typically involved in housing policy. The



councils of government, which provide regional planning support, have extensive experience with community development through participatory activities.

### **Exhibit C.b.1. Management Structure**

The State of Connecticut DOH is the lead agency making all final allocations of funding under for DOH; however, SAFR, under direction of OPM, will lead the NDRC application, design and implementation of the proposed projects. DOH will continue to serve as the recipient of HUD funding and will manage the disbursement of funds for the NDRC Grant. OPM will serve as the policy manager for the SAFR team, coordinating the SAFR member agencies in the implementation of pilot projects, review of policy initiatives, and coordination across agency structure of programs to support resilience. Each of the agencies of SAFR will serve a role in policy-making decisions as experience and concentration dictates. Where programs managed by specific agencies have the opportunity to be coordinated to focus on the SAFR resilience mission, OPM will lead the effort to coordinate those agencies to set policy and modify State programs accordingly. For example, DEEP has a green streets program and CTDOT has a complete streets program, through the NDRC grant application program, both agencies have recognized a synergy in collaborating on new design standards for resiliency in the construction and reconstruction of roadways which could be piloted through the NDRC application. SAFR is coordinating the dialogue between DEEP and CTDOT to structure those agencies to proceed towards a shared mission to develop a cross-agency set of resilient roadway design guidelines that would provide State-level guidance for road construction on State arterials that could guide local roadway construction decisions. The implementation of specific construction projects will be handled on a project-by-project basis, dependent upon the project type and characteristics and the local entity or entities involved. DEEP and CTDOT will take a leadership role in structuring the management approach to the implementation of pilot projects as both agencies are experienced and structured to

administer and manage large-scale capital infrastructure projects. As these projects are complex and will require the coordination of multiple agencies during design, permitting, construction and post-construction management, SAFR will develop implementation teams for each major project that will include representation for each agency in the capacity that that agency will be involved in the project, to ensure a seamless implementation of project.

The following staff and team members are integral to the design and implementation of the proposed New Haven and Bridgeport projects:

**Michael Santoro**, a Community Development Specialist in the Office of Policy, Research and Housing Support of the Connecticut Department of Department of Housing will be responsible for management of all final allocations of funding of the under the DOH. Mr. Santoro has managed millions of dollars of state and federal resources during his tenure and he oversees all financial management and accounting functions for the agency, including drawing and allocating funds from HUD.

**April Capone**, Manager of Intergovernmental Affairs in the Intergovernmental Policy Division, with the Connecticut Office of Policy and Management, will serve as the SAFR Chair and Project Director, where she will be responsible for management and administration oversight of the projects. Ms. Capone has 15 years of experience managing a variety of state and federal program resources and will provide executive oversight and represent SAFR in disaster resiliency discussions.

**Binu Chandy**, Civil Engineer and Project Manager in the Office of Capital Projects with the Connecticut Department of Economic and Community Development has 15 years work experience in environmental planning, public policy and project management of federal and state-funded projects.

**City of New Haven.** The City of New Haven has a long record of successfully implementing a variety of projects similar in scale, scope and complexity to those proposed in this application.

**City of Bridgeport.** The City of Bridgeport has a long record of successfully implementing a variety of projects similar in scale, scope and complexity to those proposed in this application.

**State Agencies Fostering Resilience.** Formed during Phase 1, Governor Dannel P. Malloy has since signed a letter formalizing SAFR as a statewide organization responsible for the resilience and sustainability of vulnerable communities along Connecticut's coast and inland waterways. Chaired by the Office of Policy and Management (OPM), SAFR will be responsible for the creation of a Statewide Resilience Roadmap based on the best available climate impact research and data. With members from nine State agencies, SAFR ensures resiliency is incorporated into the planning processes of its member agencies. Ongoing collaboration among SAFR members will seek to reduce the loss of life and property, ecological and economic damage, social disruption and enhance the resilience of associated critical infrastructure systems. SAFR provides opportunities for a unified statewide response and technical assistance on resilience issues. The SAFR mission is to increase the resilience and sustainability of vulnerable communities along Connecticut's coast and inland waterways and studying and reshaping human settlements through research and design, with the goal of advancing urban sustainability.

**CT Department of Housing (DOH)** strengthens and revitalizes communities by promoting affordable housing opportunities and has significant experience working on civil rights and fair housing issues. DOH seeks to eliminate homelessness and to catalyze the creation and preservation of quality, affordable housing to meet the needs of all individuals and families. Major initiatives include the Governor's \$300 million, 10-year capital investment in State-sponsored Housing Portfolio and the Sandy CDBG-DR program, which includes data analysis of racial or economic disparities in its Action Plan.

**CT Office of Policy and Management (OPM)** is chair of SAFR. OPM functions as the

Governor's staff agency and plays a central role in state government, providing the information and analysis used to formulate public policy and assisting state agencies and municipalities in implementing policy decisions on the Governor's behalf. OPM is the coordinator of interagency problem-solving efforts, including Transit-Oriented Development (TOD), and is the liaison between municipal and state government.

OPM is organized among eight offices and divisions: Administration; Budget and Financial Management; Criminal Justice Policy and Planning Division; Finance; Intergovernmental Policy; Labor Relations; Policy Development and Planning Division; Transportation Policy and Planning; and Secretary. OPM has 125 permanent staff on board. OPM manages an annual budget of \$361 million (FY 2015) while overseeing the State of Connecticut budget.

**CT Department of Energy and Environmental Protection (DEEP)**'s mission is to conserve, improve, and protect natural resources and the environment as well as to ensure availability of affordable, clean and reliable energy. DEEP brings its experience co-leading CIRCA, implementing the Coastal Zone Management program, which includes permitting structures for shoreline adaptation, administering CT's Clean Water Fund, developing energy, climate and resilience policy, and running the Floodplain Management and the NFIP.

DEEP is organized into three main branches and the Office of the Commissioner: Energy Branch; Environmental Quality Branch; Environmental Conservation Branch; Office of the Commissioner. DEEP has 670 permanent staff on board. DEEP oversees an annual budget of \$99.5 million (FY 2015).

**Office of the Governor (OTG)** ensures coordination between concepts proposed in the application and gubernatorial priorities, including a focus on State-sponsored housing revitalization and a "best-in-class transportation system". The OTG has 28 permanent staff on board and no current

vacant positions. The OTG oversees an annual budget of \$2.8 million (FY 2015).

**CT Department of Transportation (DOT)** strives to provide a safe and efficient intermodal transportation network that improves the quality of life and promotes economic vitality. DOT's \$1.7 billion annual budget (2015) supports many highway, bridge, rail, bus, water, bicycle, and pedestrian capital assets and operations, including many of which are adjacent to waterways and vulnerable to flooding. DOT brings a wealth of experience on TOD; "Complete Streets" designs; Public-Private Partnerships, Design-Build projects; alternative design concepts; procurement processes; and transportation asset management.

CTDOT has five Bureaus and the Office of the Commissioner: Bureau of Engineering and Construction; Bureau of Finance and Administration; Bureau of Highway Operations; Bureau of Policy and Planning; Bureau of Public Transportation, and the Office of the Commissioner. CTDOT has 3188 permanent staff on board. CTDOT oversees an annual budget of \$594 million (FY 2015).

**CT Department of Economic and Community Development (DECD)** advises SAFR on comprehensive approaches to economic development and revitalization that incorporate community development, transportation, and productive redevelopment of brownfield properties by promoting smart growth principles and strengthening public-private partnerships.

DECD has seven offices and the Office of the Commissioner: Office of Business Development; Office of Financial Review; Office of Brownfield Remediation and Redevelopment; Office of Capital Projects; Office of Finance and Administration; Office of Tourism; and Office of the Arts and Historic Preservation. DECD has 105 permanent staff on board. DECD oversees an annual budget of approximately \$44 million (FY 2015) alongside multiple bond funded initiatives.

**CT Department of Emergency Services and Public Protection (DESPP)** advises SAFR on emergency management and homeland security programs. The Agency is organized into six divisions: Emergency Management and Homeland Security (DEMHS), Connecticut State Police, Scientific Services, Police Officers Standards and Training Council, Commission on Fire Prevention and Control/CT Fire Academy, and Statewide Emergency Telecommunications. DESPP/DEMHS works closely with local, state, federal, tribal, and private sector partners in providing a coordinated, integrated program for statewide emergency management and homeland security. DESPP/DEMHS directs and coordinates all available resources to protect the life and property of the residents of CT in the event of a disaster or crisis, whether natural or manmade, through a collaborative program of prevention, planning, preparedness, responses, recovery, mitigation, and public education. DESPP/DEMHS is the lead State Agency for the Federal Emergency Management Agency (FEMA) grant assistance and mitigation planning programs. DESPP/DEMHS has 1733 permanent staff on board and no current vacant positions. DESPP/DEMHS oversees an annual budget of \$171.6 million (FY 2015).

**Department of Public Health's (DPH)** vision is for healthy people in healthy Connecticut communities and is charged with protecting and improving the health and safety of the people of Connecticut. The DPH advocates health impact assessments (HIA) be conducted where possible to ensure conditions in which people can be healthy.

CT DPH has 481 permanent staff on board and **xx** current vacant positions. CTDOT oversees an annual budget of \$112.5 million (FY 2015).

**Connecticut Insurance Department (CID)** provides assistance and information to the public and to policy makers and regulates the insurance industry. Connecticut is one of only a few states to request voluntary climate change disclosure surveys from insurance companies. CID advises SAFR on

impacts of mitigation strategies and policies on insurance in the state and provided key contacts with stakeholders from the insurance and reinsurance industries.

CID has 159 permanent staff on board and **no** current vacant positions. CID oversees an annual budget of \$28.5 million (FY 2015).

**University of Connecticut. Connecticut Institute for Resilience and Climate Adaptation** (CIRCA) fosters resilience of vulnerable communities along the state's coast and rivers to the impacts of climate change through transferable and replicable adaptation solutions. CIRCA's technical capacity for science-based analysis includes: impacts of climate change, sea level rise, ocean dynamics, future precipitation and hydrology models, weather prediction, environmental law, economics and policy analysis. CIRCA's faculty contribute to the National Climate Assessment, and they advise state, national and international bodies on climate change.

**Yale Urban Ecology and Design Laboratory** (UEDLAB) provides landscape architecture expertise. The UEDLAB was a member of the *Resilient Bridgeport* Rebuild by Design team and has contributed to green infrastructure and coastal planning projects in Connecticut.

**CT Conference of Municipalities** (CCM) is the state's association of towns and cities, one of the organizations that represents the interests of towns and cities in Connecticut. CCM brings community engagement and regional policy and planning experience to assist SAFR.

**SAFR Advisory Committee Members:**

**UConn Sea Grant** is the state's component of the NOAA national Sea Grant network and has expertise in research and outreach including the Climate Adaptation Academy workshops and the NOAA Sea Grant Coastal Storm Awareness Program.

**UConn Center for Land Use Education and Research** (CLEAR) provides information and assistance to land use decision makers to balance growth and natural resource protection.

**Yale Urban Ecology and Design Laboratory (UEDLAB)** provides landscape architecture expertise. The UEDLAB was a member of the *Resilient Bridgeport* Rebuild by Design team and has contributed to green infrastructure and coastal planning projects in Connecticut.

**Regional Councils of Government (COGs)** serve the vital role of regional planning, as Connecticut does not have county governments. The South Central Regional COG (SCRCOG), Western Connecticut COG (WCCOG), and Greater Bridgeport Regional Council (GBRC), facilitate regional initiatives and represent all municipalities in our MID-URN counties.

**Partnership for Strong Communities** is a statewide housing policy organization that works to prevent and end homelessness, create affordable and mixed-income housing (including in communities that have little or none) and foster community development solutions.

**Housing Development Fund, Inc. (HDF)** is a nonprofit organization dedicated to financing the development of affordable housing and will work with SAFR to apply lessons learned from existing lending programs including Shore Up CT, the state's resiliency loan fund. HDF in partnership with Yale is conducting an analysis of housing needs in 80 low-income census tracts, which will assist in the analysis of unmet needs in the target area.

**Emily Hall Tremaine Foundation** has been a key funder of state-level climate and energy initiatives in Connecticut, including the State's Climate Action Plan, and is looking to fund resiliency innovations at the community scale. In addition, the foundation will utilize its national funder affinity group involvement to raise the visibility of Connecticut's efforts.

**Long Term Recovery Committee for the State of Connecticut** will help coordinate through its participation in a number of joint working groups related to coastal resilience.

**Connecticut Chapter of the American Red Cross** and **CT Rises** have been extensively involved in Sandy recovery efforts in Connecticut and will provide vital insight into unmet need not



identified through government channels.

**EPA Long Island Sound Study, Save the Sound, and Audubon Connecticut** will provide guidance on coastal adaptation measures, wildlife protection, and conservation opportunities.

**Connecticut Green Bank**, the nation's first state green bank, leverages public and private capital to drive investment and scale-up of clean energy and energy efficiency in Connecticut. Their staff will provide important expertise on potential financing mechanisms for projects.

**East Coast Greenway Alliance** is developing a public trails network in the target counties as part of a 2,900-mile system of paths, to connect communities from Maine to Florida.

**UIL Holdings and Eversource Energy** serve most electric and natural gas customers in the state and will work closely with SAFR to coordinate electric and gas infrastructure modifications to support the designed project and further enhance critical infrastructure resiliency.

## **Exhibit C.b.2. References**

### **1. Glynnis Roberts**

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**EXHIBIT D**

**FACTOR 2. PHASE 2 NEED/EXTENT OF THE PROBLEM**

## **Exhibit D.a. Unmet Recovery Need & Target Geography**

Connecticut's unique topography defined by north-south ridgelines shaped the development of the east-west rail and road transportation corridors that traverse the state's coastal communities. These systems connect diverse communities, provide linkages to critical infrastructure services, and connect to key assets, forming a network across the state that serves as the backbone of the local, state, and north-east regional economy. In October 2012, Hurricane Sandy hit the coastline of Connecticut, revealing the community, environmental, and economic impacts when this network is interrupted.

Building off of the NDRC Phase 1 application, the State of Connecticut proposes a long term state-wide Connecticut vision to address recovery needs from Sandy (and other shocks and stresses) and create physical and economic resilience in the face of future vulnerabilities. This vision consists of a regional resilience approach for New Haven and Fairfield Counties, which are designated by HUD as Most Impacted and Distressed. The vision will be launched by two (2) pilot projects to address the specific target areas of Union Station/Long Wharf in New Haven and South End East in Bridgeport.

### **Future vulnerability**

Connecticut has the second highest exposure of vulnerable coastal assets on the East Coast. (Only Florida has a greater exposure.) Following Sandy, roughly 7,270 property owners in the state applied for FEMA assistance, including 6,000 along the shoreline. With over 60% of the state's population living in coastal communities and over \$542 billion in assets (64% of properties) at risk, the State of Connecticut remains vulnerable to future storm events, an exposure that will be exacerbated by climate change. In Connecticut, the historic rate of sea level rise is .10 inches per year (at the Bridgeport datum), which is slightly higher than the average rate of sea level rise due to post-glacial regional subsidence however projection indicate an increasing rate of rise. With over 32,000 homes in the 100-year floodplain, coastal and riverine communities remain vulnerable to a changing shoreline and increased flooding due to more frequent and intense storm events.

The State of Connecticut recognizes that actual rise in sea level will involve variable risk. Through the SAFR construct, CIRCA is charged with taking NOAA scenario guidance and equating it to CT specific factors

to develop localized sea level rise projections. For the purpose of this application, the State of Connecticut used the FEMA 100-year storm event plus an estimated 2050 sea level rise (SLR) of 1 foot for design standards. The proposal, however, is designed with a vision towards the future, often incorporating a layered approach employing measures that can be further extended or built upon in the future to protect against potential increases in sea level rise.

### **Target Geographies**

New Haven and Fairfield Counties, designated by HUD as most impacted and distressed, incurred concentrated damages to housing, economic centers, key infrastructure, and social cohesion from Hurricane Sandy. Following Sandy, the State of Connecticut administered over \$159 million of Tranche 1, 2, and 3 CDBG-DR funds to address housing, infrastructure, administration, and planning needs. As identified in Phase 1, unmet recovery needs in these counties total more than \$158 million from housing (\$135,789,167) and infrastructure (\$22,360,508).

Moving into Phase II, the State of Connecticut undertook a vulnerability assessment of the municipalities located within New Haven and Fairfield counties to help guide project selection for Phase 2. (see exhibit \*.\*). Through this public process, the State of Connecticut selected two target areas; the Union Station/Long Wharf area in New Haven and South End East in Bridgeport to serve as pilot project areas under Phase 2.

#### **Union Station/Long Wharf, New Haven Target Area:**

The Long Wharf target area encompasses the Long Wharf and Hill to Downtown communities. Long Wharf is a mixed use area, home to over 120 commercial buildings, key infrastructure including I-95 and the New Haven Union Station Rail yard, and state facilities including CT DOT maintenance facilities and the Regional Water Authority building. The area contains key regional infrastructure built up around New Haven's Union Station and Railyard. The target area includes the following census tracts 1401, 1402, 1403, 1404, 1422, 3614.01.

During Hurricane Sandy, this community experienced extensive flooding from the Harbor with surge ranging from 1 to 7 feet high and as far inland as Church Street. The combination of a high storm surge coupled with a high-tide condition caused coastal waters to infiltrate a combined sewer overflow (CSO) that outfalls into

New Haven Harbor during storm events. Collecting water from a 600-acre upland watershed, the backflow over capacitated the J3 bypass located at West Water and Union Streets. The resulting backup flooded the Hill to Downtown community and converged with surge to exacerbate flooding within Long Wharf.

The storm water flooding in the Hill to Downtown area inundated local streets including Route 34, Union Avenue, Church Street and other local streets in the community. Residents at the New Haven Public Meeting expressed the resulting difficulty and limitations to egress and evacuation in the area. Over 500 units of low income and elderly housing were damaged, including the Church Street South HUD Housing Complex. Upland areas within the water shed also experienced flooding, resulting in damages to key community assets including the City's Central Business District, New Haven's Historic Green, the City Municipal Complex, Yale University Campus South, and Yale Medical Center.

In Long Wharf, surge inundated from the Harbor, passing through I-95 underpasses at Long Wharf Drive and Canal Dock Road to converge with stormwater backup and flood the low-lying area, extending onto the New Haven Rail Yard. Surge levels reached as high as 7 feet, leaving the area inaccessible and causing damage to properties. Following Sandy, 17 properties in the area were classified as affected under FEMA Individual Assistance Inspection Damage.

Similarly the rail yards at Union Station were inundated with up to 7 feet of surge. Service was preemptively halted prior to the onset of Sandy and cars were safely stored upland, limiting the damages incurred. Inundation did lead to damages to the station's low-lying power infrastructure, partially addressed by a \$8,978,750 FTA grant administered by the Connecticut DOT for New Haven Rail Yard Power Upgrades.

#### **Unmet Recovery Need & Future Resilience at Union Station / Long Wharf, New Haven:**

A protected New Haven Union Station and Rail yard is vital to the future resilience of Long Wharf community. The busiest rail line in America, the New Haven Rail Line connects commuters along the Northeast

Corridor stretching from Boston to Washington D.C. According to the Regional Plan Association's Report, *Getting Back on Track*, New Haven Union Station is Amtrak's tenth busiest station nationwide with over 746,000 ons and offs. With a direct trip between New Haven Union Station and Grand Central Terminal running approximately one hour and 45 minutes, Union Station is the second most common departure point into Grand Central, behind Stamford. While Union Station is part of the larger rail system, the station is vital to the continued recovery, revitalization, and resilience of the target area communities. With both communities located directly adjacent to the rail yard, Union Station provides residents with commuting opportunities and increased mobility, as well as providing opportunities to bring visitors and economic opportunities to the target area. On a larger scale, the station and rail yard, as part of the larger line, is vital to the economic base for Connecticut as well as the larger North East Corridor, which is estimated to contribute more than \$50 billion annually to the national economy.

Over 200 buildings in the target area were inundated during Sandy, with an additional 100 buildings located within the FEMA designated 100-year floodplain. Following Sandy, over \$1.7 million was spent on recovery efforts to homes and infrastructure across New Haven. Receiving \$78,142 in FEMA Individual and Household Program grants, the city still faces an unmet need of \$142,679 for owner occupied housing. Additionally, sub grantees including the City of New Haven, New Haven Housing Authority, and New Haven Parking Authority received \$1,153,681 in FEMA public assistance funds for 7 projects immediately following Sandy. The recovery and repairs to homes and infrastructure in the area, however, did not include resilient measures to protect these damages from future storm events. The affordable housing community directly adjacent to Union Station and the larger downtown area suffers from chronic flooding during simultaneous high tide and heavy rain conditions resulting in repetitive losses, stagnating economic growth in a community that is otherwise a strong candidate for economic investment. The community faces the continued threat of future storm events and sea level rise, as well as more chronic flooding from storm water backup, an eroding shoreline, disconnected neighborhoods, vulnerable populations and a lack of affordable housing that hinder the community's resiliency and ability to recover from future events. Looking forward, the target area has continued

recovery needs that if met, will enhance the resilience of community moving forward against current and future threats.

Hurricane Sandy emphasized the need for drainage improvements in the Long Wharf area that would mitigate flooding during future coastal storm events as well as more regular lesser storm events. According to NOAA National Climactic Data Center, three flash floods and two severe storms were recorded in New Haven between 2005 and 2010. Following two storms in the Spring and Summer of 2010, over thirty properties in the city applied for FEMA Individual assistance. More recently, a March 2013 Nor'easter resulted in \$8,249,992 FEMA public assistance funds granted to the city.

The community needs an integrated storm water management strategy that utilizes both hard and soft infrastructure to expand the system capacity while simultaneously reducing the amount of water entering the system. A system of green infrastructure or detention basins would reduce pressure on the system, while an increased storage capacity at the J3 bypass would reduce the risk of back-up. This system would reduce the risk of flooding and damages to the local housing, streets, and infrastructure and promote opportunities for new development. In particular, this would benefit the residents of the Hill to Downtown community, a low-moderate income neighborhood, as well as the Church Street Affordable Housing Complex, which face particular resiliency hardships (see below).

The State of Connecticut has received \$4M in CDBG-DR Tranche 2 allocations to address the J3 bypass flooding through a Mitigation and Resiliency Project for Union Avenue. Designed to alleviate storm water damage and flooding events impacting Union Avenue, this project would mitigate damages and build resiliency against future flooding events. The City of New Haven is currently using a portion of this funding to undertake a study of the existing stormwater management system and an additional \$2.5 million to help install bioswales and green infrastructure throughout the city. Totaled at \$40,00,000, the City of New Haven faces an unmet need of \$37,500,000 to advance this project.

Hurricane Sandy revealed the need to develop drainage improvements in conjunction with coastal protection measures to reduce the risk of flooding in future events. Within the target area, the Long Wharf



coastline is susceptible to erosion from sea level rise and wave action, creating vulnerable points along the shoreline. Interventions to stabilize the shoreline will protect Long Wharf Park that serves as a buffer zone protecting I-95, the key regional coastal interstate highway servicing the region between New York and Boston, and the greater Long Wharf area against storm surge and wave action. Stabilizing the shoreline will additionally preserve Long Wharf Park, a key recreational and environmental asset in the community, home to tidal waves and salt marshes that provide habitat for shorebirds. New Haven Harbor is also contains oyster beds that contribute to the local ecology and regional economy. The Connecticut oyster industry represents 92% of the northeast production and accounts for a \$62 million industry.

Addressing the risk of storm and coastal flooding in the area sets the stage to address larger economic revitalization and social cohesion efforts that support resiliency in the long-term. A legacy of the 1950s era of urban renewal, the Long Wharf and Hill to Downtown communities are isolated from each other and from the surrounding neighborhoods by unappealing roadways and large scale infrastructure. The existing street network limits the connection between the two communities; residents of Hill-to-Downtown cannot easily access the commercial properties or waterfront recreation opportunities located in Long Wharf. This disconnection extends to the surrounding neighborhood, limiting the connection to, and between, key assets including Union Station, Yale-New Haven Hospital, Yale University, and the Downtown.

This lack of community connectivity and social cohesion reduces the community's resilience to future flood events. The current isolation of the Hill to Downtown area limits residents' ability to mobilize or evacuate, or reach critical facilities, including nearby medical centers, during storm events. Additionally, as discussed in the City of New Haven's *Hill-to-Downtown Community Plan*, the existing conditions are limiting economic revitalization of the community. Much of the properties within Long Wharf and Hill to Downtown remain underused or neglected, and in the case of Long Wharf, at low-density. In addition to exacerbating the socio-economic conditions of the neighborhood, the lack of economic livelihood reduces the community's ability to quickly respond and recover following future events.

### **South End East, Bridgeport Target Area**

South End East project area encompasses the eastern portion of South End as well as Downtown Bridgeport, extending north to just above Bridgeport Station. The South End East target area includes the following census tracts, 705, 706, and 704 (partial). With South End located on a barrier peninsula, and the downtown facing the Pequonnock River, South End East remains one of the most vulnerable communities in Bridgeport.

During Sandy, the downtown area experienced flooding as surge inundated from the Pequonnock River. This water flowed down to the South End, converging with surge from the Long Island Sound to inundate the South End East community. Within the target area, 31.2 acres containing 211 buildings were inundated resulting in over 100 FEMA Individual Assistance Household inspections completed in this area, with 89 properties affected.

Downtown Bridgeport, located to the north of the rail line, contains mostly commercial and institutional buildings. Surge ranged from 1 to 5 feet along the coastline, but only inundated the area as far inland as Water Street, sparing most properties in the Downtown from damage. Bridgeport Station and rail, located at an elevation of approximately 11' NAVD88, avoided damages. South of I-95, the community consists of single family homes, industry, and critical infrastructure including the PSE&G Plant, Bridgeport Power, and the Fuel Depot. Surge as high as 7 feet inundated this area, flooding streets and damaging residential properties.

Throughout the target area, residents relayed accounts of power outages that lasted from a few hours to over a week. The United Illuminated Company which serves the larger region reported that over 250,000 customers experienced outages. Of the roughly 57,835 Bridgeport customers, over 41% or 23,414 still experienced outages 4 days following the onset of Sandy.

### **Unmet Recovery Need & Future Resilience in Bridgeport**

Over 200 buildings in the target area were inundated during Sandy, with an additional 100 located within the FEMA designated 100-year floodplain. Following Sandy, over \$1.9 million was spent in recovery to homes and infrastructure in Bridgeport. Receiving \$1,317,104 in FEMA Individual and Household Program grants, Bridgeport still faces an unmet need of \$42,610,158 for owner occupied housing (\$1,110,158) and multi-

family housing (\$41,500,000). The target area of South End East accounts for roughly \$350,000 in documented unmet recovery need for owner occupied housing, according to DOH. However, in conversations with the community, it appears that the unmet need may be significantly greater. In speaking to residents during the outreach process, many residents seemed unaware of opportunities to apply for assistance, many explained specific damages to their homes that had not been repaired and even community facilities, such as the Mount Zion Methodist Church, a cultural landmark in the community suffered extensive damages (estimated \$500,000), that have precluded their ability to reopen the sanctuary since Sandy. Additionally, sub grantees including the City of Bridgeport and City of Bridgeport Housing Authority received \$637,031 in FEMA public assistance funds for 8 projects immediately following Sandy. This recovery, and repairs to homes and infrastructure in the area, however, did not include resilient measures to protect these damages from future storm events. The community faces the continued threat of future storm events and sea level rise, as well as economic and social needs that hinder the community's resiliency and ability to recover from future events. Looking forward, the target area has continued recovery needs that if met, will enhance the resilience of community moving forward against current and future threats.

Hurricane Sandy emphasized the need for protective measures in the South End East that will mitigate flooding during future coastal storm events. A system of integrated coastal protection measures would reduce the risk of flooding and damages to local housing, streets, and infrastructure, including key assets such as the United Illuminating power facilities.

These strategies need to be developed in conjunction with drainage improvements that mitigate stormwater flooding that occurs on a more chronic basis and which exacerbates flooding from surge during coastal storm events. In South End East, as well as throughout the city, the sewer and stormwater system infrastructure is aging, including an existing outfall that runs along Singer Street in the target area and drains into Bridgeport Harbor during CSO events. Flooding can also occur on a more regular basis as stormwater flows south from a higher elevation at Downtown Bridgeport. Residents of South End East described extensive ponding under the Rail underpasses at Lafayette Street and Myrtle Street following rain events. East of Park Avenue, only 5 of the north-south running roadways pass under the elevated rail and I-95 to connect South End

East with downtown Bridgeport. Of these, only Myrtle Avenue and Park Avenue lie outside of the 100-year floodplain, with Myrtle susceptible to flooding from rain or drainage backup. The protection of these intersections is vital to resident egress and emergency evacuation in future events.

Following Sandy, the city of Bridgeport, including the South End East neighborhood, was selected to compete in HUD's Rebuild by Design National Competition. A collaborative initiative of the President's Hurricane Sandy Rebuilding Task Force, the competition connected design, funding, and implementation strategies to create implementable solutions for resilient communities. Led by unabridged Architecture, the Bridgeport Team developed a web of interventions to protect the larger Bridgeport Area, entitled Resilient Bridgeport: Claim the Edge, Connect the Center. In the South End, the proposal included a berm running along Seaside Park to serve as a flood barrier that incorporated water retention, access, and protected utility infrastructure, as well as a South End Resilience Center along Park Avenue. The proposal was awarded \$10 million in CDBG-DR funds in 2014. CT DOH and the City of Bridgeport are working together to identify a pilot projects to address the resiliency needs of Bridgeport's South End/Black Rock Harbor. The projects proposed for South End including constructing a multifunctional berm, elevating Singer Street, studying the feasibility of an onshore CSO park, and living breakwaters total over \$65 million. Addressing the risk of storm and coastal flooding in the area creates the first layer of protection, creating opportunities to address larger economic and community efforts that support resiliency in the long term. By the 1930s, the South End was an industrial center due to its favorable location near both port and rail. During the 1980s, however, a shift away from manufacturing and subsequent job loss led to an economic decline. Today, many of these former industrial buildings remain vacant or underutilized, along Railroad Avenue, Myrtle Avenue, Atlantic Street, and Broad Street. Similarly, the housing stock and conditions have remained mostly unchanged, with only 34 units of housing constructed across the entire South End peninsula since 1990.

While the community has begun to recover with new businesses in the service industries and small light manufacturing shops, the full extent of development needed to revitalize the economy has been limited. With the future risk of storm events and flooding damages, the community has a difficult time attracting new development in the area. Today, over 66% of existing structures throughout the entire peninsula were built before 1940.

Flood protection projects and programs provide the first step in promoting development opportunities for the 24 vacant or underutilized parcels, with a combined land value of over \$750,000, in the target area.

According to the South End Neighborhood Revitalization Zone (NRZ) Strategic Plan, as well as numerous resident accounts throughout the Phase II process, the South End East community is isolated from its surrounding communities by a disconnected street network and large scale infrastructure. While lying within a mile radius, the target area is disconnected from Downtown Bridgeport, cut off by I-95 and the MetroNorth/Amtrak railroad tracks. Similarly, running east-west, the University of Bridgeport interrupts the peninsula's street grid, creating disconnect between South End East and South End West. While the community has access to the shorefront via Seaside Park, a key recreational asset, the target area is cut off from the eastern shoreline by large scale industrial uses including a PSE&G coal power plant and fuel depot.

This current isolation limits resident's ability to mobilize or evacuate during storm events. Additionally, as discussed the NRZ Strategic Plan, the existing conditions limit the economic revitalization of the community, as well as Downtown Bridgeport. Protecting existing corridors between the two neighborhoods, such as Broad Street, as well as developing a resilient street network that connects north-south as well as east-west will increase resident's mobility and access to existing and potential commercial and economic opportunities in the downtown, as well as bring new development to the South End East as well.

#### **Exhibit D.b. Resilience Needs within Recovery Needs**

##### **Exhibit D.b.1. Actions to Limit Effects of the Qualified Disaster Event**

As demonstrated by the two target areas, Sandy had resilience, economic, environmental, and social impacts within individual communities and municipalities, as well as across the region, state, and northeast corridor. Inundating the cost, the storm directly damaged homes, commercial centers, and key infrastructure.

The State of Connecticut incurred an estimated \$70 billion in damages following Sandy. The cost these damages have been felt by individuals, businesses, insurance, and local, state, and federal government.

A study by the University of Connecticut Center for Economic Analysis found that following Sandy, from November 2012 to December 2014, approximately 7,103 jobs were lost which approximately half of these losses impacting small businesses. In monetary terms, the study estimated that these losses resulted in reduction in personal incomes from small businesses by \$90 million, disposable incomes by \$150 million, and government revenues by \$39 million during those 26 months. The State received roughly \$159 million of federal funding in the form of CDBG-DR funds, with unmet need still totaling more than \$158 million from housing (\$135,789,167) and infrastructure (\$22,360,508). The State has received additional federal funding in the form of \$220 million paid to homeowners and businesses from the National Flood Insurance Program, \$43 million in low-interest disaster loans from the Small Business Administration, \$42 million in FEMA aid to municipalities, \$14 million in emergency housing aid from FEMA, \$10.5 million administered by the Department of Social Services, and \$4.5 million in transportation funding for preparation and repairs, and \$3 million from the Department of the Interior for coastal resiliency and restoration.

In New Haven County, Sandy caused damages totaling over \$1.3 million to homes and infrastructure, while some unmet need remains, much of this “cost” was covered by insurance and the federal government including \$78,142 in FEMA Individual and Household Grants, and \$1,153,681 in FEMA Public Assistance Grants. In Bridgeport, Sandy caused damages totaling over \$3.1 million to homes and infrastructure, while some unmet need remains, much of this was covered by insurance and the federal government including \$1,317,104 in FEMA Individual and Household Grants and \$637,031 in FEMA Public Assistance Grants.

If the proposed project, including the pilot projects in the Long Wharf, New Haven and South End East, Bridgeport target areas, had been implemented prior to the qualifying disaster of Sandy, the communities would have had substantially reduced flooding and damage to residential and commercial buildings and key infrastructure.

For Bridgeport, Table 1 presents the evaluation results for the two cases. For the 7 percent discount rate, the proposed infrastructure investments yield a net present value of \$9.6 million, and a benefit-cost ratio of 1.23. At a 5 percent discount rate, the proposed infrastructure investments yield a net present value of \$19.9 million, and a benefit-cost ratio of 1.47.

Over the 100-year analysis period (2016-2115), there are \$52.0 million in benefits at a 7% discount rate, in 2015 dollars and \$62.6 million in benefits at a 5% discount rate.

Table 1. Benefit Cost Analysis Summary Results

Scenario	Net Present Value (2015 \$ millions disc.)	Benefit Cost Ratio
Case A (7 percent discount rate)	\$9.6	1.23
Case B (5 percent discount rate)	\$52.0	1.47

Source: WSP | Parsons Brinckerhoff, 2015

For New Haven, Table 1 presents the evaluation results for the two cases. For the 7 percent discount rate, the proposed infrastructure investments yield a net present value of \$3.3 million, and a benefit-cost ratio of 1.04. At a 5 percent discount rate, the proposed infrastructure investments yield a net present value of \$34.0 million, and a benefit-cost ratio of 1.40.

Over the 100-year analysis period (2016-2115), there are \$88.6 million in benefits at a 7% discount rate, in 2015 dollars and \$119.9 million in benefits at a 5% discount rate.

Table 2. Benefit Cost Analysis Summary Results

Scenario	Net Present Value (2015 \$ millions disc.)	Benefit Cost Ratio
Case A (7 percent discount rate)	\$3.3	1.04
Case B (5 percent discount rate)	\$34.0	1.40

Source: WSP | Parsons Brinckerhoff, 2015

### **Exhibit D.b.2. Total Resilience Investment**

The two pilot projects included in the proposal are designed to create more vital, resilient neighborhoods in the present and future, ultimately allowing communities to withstand and recover more quickly from all future extreme events, shocks, and stresses. While these investments were developed specifically for each individual community, both present visions of how resiliency can be incorporated through Connecticut.

In the Long Wharf neighborhood, the total investment in resilience needed is \$62.3 million dollars. This investment includes the following measures and cost:

- Management of coastal and inland storm water convergence in Long Wharf neighborhood (\$38.5 million)
- Street and neighborhood storm water improvements (\$3.8 million)
- Coastal protection strategy, living shoreline along Long Wharf coast (\$20.1 million)

In Bridgeport, the total investment in resilience needed is \$43.3 million dollars. This investment includes the following measures and cost:

- Street raising and street improvements along University Avenue (\$5.8 million)
- Community center restoration (\$1 million)
- Earthen berm extending to Ferry Landing (\$36.3 million)
- Flood design guideline recommendations (\$330,000)
- District energy feasibility study (\$300,000)

These two projects will function as pilot sites, with best practices and lessons learned guiding the future resiliency of other affected communities in the region. To address the resilience planning and project needs in the remaining municipalities, the State of Connecticut will establish a Connecticut



Connections Coastal Resilience Plan, requiring \$4.9 million in funding, to fund and carry out resilience measures and create a network of coastal municipalities throughout the State.

### **Exhibit D.b.3. Vulnerable Populations**

LMI populations in the State of Connecticut were disproportionately affected by Hurricane Sandy, and remain especially vulnerable to risk from future storm events and rising sea levels. A CCM report on disproportionate burdens show that a small percentage (4 out of 25) distressed towns are located along the state's coast. In Fairfield and New Haven counties, over 1,298 multifamily housing developments sustained damage, with three public housing properties (581 units) sustaining the most damage. In total, eight public housing properties (815 units) in the FEMA 100-year floodplain need to be elevated, rehabilitated or relocated at a total cost of \$240,000 with an unmet need of \$150,000,000. These vulnerable populations will be disproportionately impacted by future storm events and SLR as LMI communities lack the means for preparedness and response, and the ability to recover as quickly after events as more financially secure communities.

In New Haven, the Union Station / Long Wharf target area is home to roughly 16,700 residents. According to the HVRI Social Vulnerability Index, a majority of the Long Wharf target area is within the top fifth percentile of communities vulnerable to environmental hazards in the country. As described in Attachment F- Benefit Cost Analysis, 7,990 residents or 65% of the population in the target area is considered LMI, with 15.27% of the population unemployed. The average area median household income is \$34,998, which is substantially lower than the statewide median household income of \$69,461.

The Long Wharf target area is home to LMI housing developments including the Robert T. Wolfe Apartment (93 units), Katherine Harvey Terrace (23 units), and the Church Street South Apartments (301 units) that face particular recovery and resiliency needs. The Robert T. Wolfe Apartments and Church Street South Apartments experience chronic flooding from rain events, especially when coupled with high tide conditions which will be exacerbated with sea level rise. During Sandy, as well as during more regular flooding events,

streets located within Church Street Village were flooded, limiting residents' access to evacuation routes and emergency egress.

While located across from Union Station, the Church Street South Apartments remain isolated from the larger community, which in turn creates a disconnect between the upland areas, Hill to Downtown, Medical Center, and Long Wharf neighborhoods. This lack of social cohesion hinders the community's ability to prepare and recover from events and remain resilient in the face of future shocks and stresses.

In Bridgeport, the target area is home to roughly 4,400 residents. According to the HVRI Social Vulnerability Index, a majority of the South End East target area is within the top fifth percentile of communities vulnerable to environmental hazards in the country. As described in Attachment F- Benefit Cost Analysis 85% of the population in the target area is considered LMI, with the average area median household come at \$21,102. 21.20% of the population is unemployed; 11% above 65 years old, and 30% have not graduated from high school.

The target areas' biggest obstacle to continued recovery and resilience is economic redevelopment. Already experiencing economic downturn, Sandy resulted in flooding in the area that shut down or relocated remaining businesses and further exacerbated vacancies in the neighborhood. With over 24 properties vacant today, the vulnerability of the area to future storm events and sea level rise has limited the opportunities for redevelopment in the area.

#### **Exhibit D.b.4. Factors contributing to or hindering disaster recovery & resilience**

The following factors exacerbate and hinder, disaster recovery and resiliency in the two target project areas, New Haven and Fairfield County, and across the state.

- **Heavy reliance on an aging and interconnected transportation network in flood-prone areas:**

The State's proposed project is predicated on the State's transportation dense transportation network that runs along the coastline. Low to moderate income neighborhoods often depend on public transportation for access to work and for egress during emergencies. During storms,

floodwater can inundate critical transportation infrastructure such as rail line underpasses, making evacuation difficult or impossible and hampering recovery efforts. While the two pilot projects protect sections of this critical infrastructure, vulnerable points along the system remain.

- **Large income disparities and a shortage of affordable housing in communities of economic opportunity.** Many of the most vulnerable citizens are in need of quality affordable housing. In order to address these needs in an era of constrained resources it is important to add new housing as well as preserve affordable housing presently serving households in need. Connecticut has the second most unequal household income distribution in the country and has had the greatest growth in household income inequality (Hero, 2009). Connecticut's highest-income households (top 5%) received a quarter (24.9%) of all the income in the state. The poorest 20% received 3.3% of all income. The Gini Index (a measure of inequality) for Fairfield County in 2007 was 0.534, one of the highest in the nation (Figure 38).
- **Challenged but improving inter-municipal coordination:** The home-rule tradition has limited inter-municipal planning for transportation, water management, and flood control.
- **Extensive brownfields:** Connecticut's industrial history along rivers and the coastline left a legacy of contaminated properties. These contaminants can be quickly mobilized during floods or more gradually as water tables rise and shorelines erode.
- **Environmental justice concerns:** Several municipalities with unmet needs have state-defined environmental justice communities and traditionally disenfranchised groups.

#### **Exhibit D.c. Appropriate Approaches**

Hurricane Sandy revealed the social, environmental, and economic impacts when the state's network of communities, transportation, and infrastructure is interrupted. To protect this system, the State of Connecticut proposes a Resiliency Network approach as the optimal choice to improve disaster recovery and resiliency across

the state. Building off of the notion of Resilient Corridors introduced in Phase 1, the Resiliency Network is dependent on a strengthened infrastructure network which provides the opportunity to encourage resilient development, supported by the concepts of Resilient Transit Oriented Development and Resilience Corridors.

- **Resilient Transit Oriented Development:** Transit-Oriented Development (TOD) is a physical development influenced by and oriented to transit. TOD is inherently resilient as this development concentrates development around transit with development that can service and interact with mass transit use, creating energy and land efficient development.
- **Resilience Corridors:** Resilient corridors are protected corridors that provide connections between upland areas, shorefront communities, and critical infrastructure to strengthen economic resilience while adapting to future flooding. These corridors will set new development datums for future growth of communities that will rise up out of the flood plain and continue to thrive under sea level rise conditions.

The State of Connecticut proposes a multi-tiered strategy consisting of a Statewide Long Term Resilience Initiative that includes a regional approach and 2 pilot projects that address the recovery and resilience needs of Bridgeport and New Haven, the region, and state.

**Statewide Long Term Resilience Initiative:**

This initiative is led by State Agencies fostering Resiliency (SAFR), a collaboration between nine State Agencies, Yale University and the Connecticut Conference of Municipalities. Formed during NDRC Phase 1, Governor Dannel P. Malloy has since signed a letter formalizing SAFR as a statewide organization responsible for the resilience and sustainability of vulnerable communities along Connecticut's coast and inland waterways. Chaired by OPM, SAFR is responsible for the creation of a Statewide Resilience Roadmap based on the best climate impact research and data. SAFR will also serve in an oversight position, assisting OPM in creating state wide resilience policy.

The statewide initiative aims to expand revitalization and resiliency across Connecticut. The main tenets of the program include focusing community development around transit (resilient TOD), creating

corridors resilient to climate change (resilient corridors), developing energy, economic and social resilience, increasing transit connectivity, adapting structures and critical infrastructure in the flood zone to withstand occasional flooding and protecting communities through healthy buffering ecosystems, where critical services, infrastructure and transport hubs are located on safer, higher ground, and where strong connections exist between the two. Increasing investment in identified TOD *resilience zones* provides an opportunity to increase economic resilience by strongly tying back to the regional transportation network and regional economic opportunities. These investments represent a ‘no regrets’ approach to climate adaptation. In addition to providing long-term resilience, they provide myriad co-benefits that strengthen communities and economic opportunities in the short term and between storms. Resilient corridors connect communities and regions and create opportunities for ecological and economic investment that will help communities, especially the coastal communities vulnerable to flooding,

### **Regional Approach**

The regional approach aims to address the recovery, revitalization, and resiliency needs within New Haven and Fairfield Counties. CIRCA will organize and implement plans in coastal municipalities impacted by the qualifying disaster of Sandy in Fairfield and New Haven counties, to develop short-term and long-term resilience strategies tailored to each community. These new plans will follow upon the planning effort taken for the pilot communities, establishing a local advisory committee to shepherd the plan, identifying all “shocks” and “stresses” impacting the community and developing strategies that break down institutional silos and solve for economic, social and environmental challenges facing the community in Bridgeport and New Haven. Coordinated through CIRCA, these plans will “network” across the region to coordinate resiliency measures between communities, build off of lessons learned from initial studies and develop actionable projects that can be implemented using the funds dedicated in the State to support resilience actions. These plans will be based on downscaled, regional, watershed-

based flood risk maps created from climate-forced hydrology and ocean dynamic modeling and incorporating sea level rise impacts.

**Pilot Projects:**

As described in Exhibit E.a.1, the State of Connecticut proposes 2 pilot projects in New Haven and Bridgeport. The proposed projects represent feasible opportunities to bolster the State's Resilient Network approach, strengthening connections between transportation and local communities as a means to reduce future flood risk, promote social cohesion, and revitalize the community. Coupled with the Statewide Resilience Initiative, the pilot projects represent projects that can be replicated through the region, but which individually contribute to the resiliency of the larger region as well. The pilot projects will provide valuable lessons learned and metrics toward the implementation of resilience projects in other communities.

**EXHIBIT E**

**FACTOR 3: PHASE 2 SOUNDNESS OF APPROACH**

### **Exhibit E.a. Sound Approach Description.**

The National Disaster and Resilience Competition (NDRC) proposal for the state of Connecticut is predicated on both the unique north-south bedrock terrain and the critical role of east-west rail and road transportation corridors spanning Connecticut's coastal urban communities. The State is prioritizing projects that illustrate economic, infrastructural, environmental and social cohesion benefits. The following proposal provides a long-term vision for establishing more resilient coastal communities; where structures and critical infrastructure in the flood zone are adapted to withstand occasional flooding and are protected by healthy buffering ecosystems; where critical services, infrastructure and transport hubs are located on safer, higher ground; and where strong connections exist between these natural and built conditions.

#### **Project community development objectives.**

- Improve mobility of at risk residents during emergency storm conditions through 1) protection of low-lying coastal neighborhoods from storm surge flooding and 2) better, more resilient access to road and rail transportation corridors connecting these communities to neighboring metropolitan and inland regions;
- Provide new, multi-purpose, energy and greenway infrastructure services to low income communities;
- Reduce damage to residential properties and commercial businesses through construction of green infrastructure elements that mitigate storm water runoff and storm surge flooding;
- Expand opportunities for residents to live and work near rail transportation through developing new, and strengthening the resilience of existing, transit oriented development (TOD);

**Criteria and process for identifying target areas.** To prioritize projects for the NDRC Application, SAFR developed a resiliency framework that identifies projects that support TOD and strengthen



critical corridors within the regional economy, with a specific focus on meeting the unmet needs of vulnerable lower-income people in the most impacted and distressed areas of the region. The process for identifying target areas and projects included robust outreach to municipal agencies and key stakeholders. This process built upon the lessons learned in Rebuild by Design and involved direct participation of eleven coastal and riverine municipalities from two Connecticut counties that were classified by HUD in May 2014 as having the most existing unmet need and high levels of economic and environmental distress as a result of Hurricane Sandy in 2012. In preparation for the Phase 1 application, The NDRC team undertook a robust process of outreach and engagement with over 50 stakeholder consultations, 3 public hearings and open houses, a project website, site visits, and social media campaigns implemented throughout these two previously identified counties (Fairfield and New Haven).

**Exhibit E.a.8. Consultation and coordination with other jurisdictions.**

The Phase 2 application included active design and planning participation from the municipalities identified during Phase 1 and a rigorous selection process to identify the target areas. Kicking off the Phase 2 application, each municipality in Fairfield and New Haven counties was invited to a Webinar hosted by the State Agencies for Resilience (SAFR) in which SAFR described the NDRC competition in detail and requested all municipalities interested in being a part of the NDRC proposal to submit a Letter of Interest (LoI). Every municipality that submitted this LoI was invited to a day-long design charrette in which eleven municipalities and state agencies worked together to map needs and assets in each community. During the process they developed a short list of potential resilience projects that could be united and combined together to form a coordinated and cohesive network of solutions for resilient corridors and transit oriented development. The following information and factors were

gathered and used to determine which of the municipal design proposals and target areas were best suited for pilot interventions within the NDRC application:

- Portion of the municipal population with low or moderate household income (LMI);
- Government long and short-term commitment to and engagement with resiliency values;
- Unmet need and social or environmental distress as result of hurricane Sandy;
- Community interest;
- Existing opportunities for leverage within the municipality.

Ultimately, the Union Station / Long Wharf neighborhood in New Haven and the South End East neighborhood in Bridgeport were identified as priority intervention sites, strongly exhibiting each of the conditions necessary for a sound and successful NDRC project application. These two sites will function as pilot sites, and then the best practices and lessons learned can guide the further resilience efforts of other affected communities. In order to address the resilience planning and project needs in the remaining municipalities within New Haven and Fairfield counties, the State of Connecticut will establish a *Connecticut Connections Coastal Resilience Plan*, assisting in each of these additional municipalities to find funding and carry out resilience measures, ultimately creating a network of coastal municipalities who share best practices and resources in coastal resilience adaptation and planning.

**Exhibit E.a.8. Consultation and ally with other jurisdictions in region during both phases with local resilience, recovery and revitalization investments within the project area.**

The two proposed pilot projects in Bridgeport and New Haven (described at the bottom of this section) represent the culmination of a long and thoughtful process coordinated by the State of Connecticut during Phase 1 and Phase 2 of the NDRC application. In developing these projects, the applicant

consulted in depth with government agencies at municipal and state levels of governance as well as resident stakeholders, small and large business owners, and professional experts. Forty six (46) agencies and organizations were consulted within Phase 1 of the application process. The purpose of these consultations was to identify communities within Connecticut that had unmet need after Hurricane Sandy and to develop optimal policy and programmatic approaches that would alleviate the remaining unmet need while addressing future climate risks within the region. An additional 50 consultations were made within Phase 2 of the application period. The Phase 2 consultations were organized with the goal of soliciting feedback about project and program design from residents within the target communities and from subject matter experts. During this phase the project held two *Pop-up Presentations* at the New Haven public library and Bridgeport South End East Community Centre respectively, had five design working sessions with stakeholder groups, architecture firms and municipal technical staff in Bridgeport and New Haven, presented project ideas to city council committees on two occasions and met with the Army Corps of Engineers (USACE) to discuss project feasibility and technical soundness of approach. The project has also organized two public meetings on October 12<sup>th</sup> 2015 in Bridgeport and October 13<sup>th</sup> 2015 in New Haven, in which the final draft NDRC application will be presented and public comments will be solicited. These efforts have provided multiple venues for citizen participation before submission of the project application to HUD on October 27<sup>th</sup> 2015. A notable outcome of these Phase 2 consultations is the *Municipality Regional Resiliency Planning Guidebook*; a book that documents unmet need and opportunities for resilient development beyond the pilot intervention areas in New Haven and Bridgeport, and throughout many coastal and riverine municipalities in Connecticut.

During Phase II the project consulted and coordinated with 18 recovery and resilience investments in Fairfield and New Haven counties. The pilot projects in New Haven and Bridgeport

actively build upon prior CDBG-DR funding, while the application program, SAFR will facilitate replication and policy institution of resilience values across the wider inland and coastal Connecticut region. In 2014 the City of Bridgeport developed a team to submit an entry for the HUD Rebuild by Design competition. The entry focused on protection solutions in Bridgeport South End neighborhood. The project was awarded \$10 million dollars for infrastructure improvements to preserve the South End community and generate economic growth, focusing on the historic Marina Village Housing. The NDRC pilot project knits the south end communities together tying these Rebuild by Design investments to downtown Bridgeport to build upon the significant investments being undertaken in and around the station area to expand the Central CBD and station TOD area, while ensuring protection of the Bridgeport train station in the face of future sea level rise and climate related storms. In New Haven, the pilot project focuses on solving for the convergence of inland and coastal storm water flooding at and around New Haven Union Station. This pilot project builds on, and requires the involvement of, an existing CDBG-DR funded hydrological study quantifying storm water runoff from upland regions in the City of New Haven. In order to achieve this coordination and better understand how NDRC projects and program could build on and improve existing resilience-related programs, the project conducted a policy workshop during Phase II (August 2015) with members of SAFR. The following key programs were identified as being integral for resilience and recovery in Connecticut's coastal communities. Collectively, these and other programs represent non-Federal investment of over 8.9 million dollars, which provided an opportunity for leverage within the NDRC pilot projects. It is important to note that the State of Connecticut incurred an estimated \$360 million dollars in damage during the tie back event of Hurricane Sandy, and received only \$22.4 million dollars in Department of Housing and Urban Development (HUD) disaster recovery funds as of the Tranche 2 funding round in June 2014 (<http://www.huffingtonpost.com/2012/11/15/superstorm-sandy-connecticut->

[hurricane\\_n\\_2136276.html](#) and <http://ctmirror.org/2014/06/20/feds-give-connecticut-little-to-recover-from-sandy/>). Compared to the combined Federal recovery aid of \$2.5 billion dollar allocated to New York and New Jersey after Hurricane Sandy, Connecticut is left with significant unmet recovery need..

1. Shore Up CT is a State of Connecticut-funded low interest loan program that provides financing for property owners in coastal municipalities located in Flood Zones VE or AE to finance property elevations, wind proofing and other flood protections.
2. CT DEEP Micro-grid Grant and Loan Program that provides technical and financial support for local distributed energy generation for critical facilities.
3. LetsGOCT! which proposes \$10 Billion in funding for infrastructure improvements over the next ten years.
4. LI Sound Stewardship Program which allocates \$20 Million for Green Infrastructure improvements focused on our most significantly impacted coastal communities
5. CT DOT Complete Streets Guidelines and DEEP Green Infrastructure Grant-In-Aid program, both focused on the next generation of street design to improve mobility, pedestrian connectivity and storm-water management of critical public realm assets

In Phase 2, the project also reached out to community members, talking with them about access to, and knowledge of the abovementioned programs. The project found a disconnect between community knowledge of some programs such as *SHORE UP Connecticut*, and it found strong community support and desire to expand other programs such as the *Micro-Grid Grant and Loan Program*. The NDRC project will address Connecticut's larger programmatic framework by working with SAFR to make improvements to existing resilience related programs at both the state and municipal level.

### **Exhibit E.a.3. Description of CDBG-NDR Projects**

Understanding state-wide resilience programs and identifying key areas for program improvement created a foundation for a series of pilot projects in New Haven and Bridgeport that serve as a new model for coastal development in Connecticut communities. These projects are designed to create more vital, resilient neighborhoods in the present and future, ultimately allowing communities to withstand and recover more quickly from all future extreme events, shocks and stresses. Although the proposed projects in New Haven and Bridgeport are distinct investments, developed in the context of each communities unique characteristics, both projects represent visions of how a resilient corridor and transit oriented development can look along the historic and topographically diverse Connecticut coastline.

In addition to these pilot projects, the State of Connecticut will establish a *Connecticut Connections Coastal Resilience Plan*, extending the NDRC Phase 1 concept to multiple locations within the MID-URN areas of Fairfield and New Haven Counties. Development of a resilience plan within these counties will serve as a pilot resilience plan for all of Connecticut.

#### **Exhibit E.a.3.a. NDRC Bridgeport Project Proposal.**

The proposed NDRC project in Bridgeport, Connecticut includes redeveloping key streets in Bridgeport's South End East neighborhood to form a network of resilient corridors, construction of a multi-purpose earthen berm between Tongue Point and the rail viaduct on Ferry Access Road, a feasibility study for connecting existing, isolated, neighborhood energy initiatives and a revision of existing flood plain development guidelines governing future growth in Bridgeport's South End. Each specific project application is described in the following sections.

Street Raising and Street Improvements (Bridgeport). Streets in the South End East neighborhood will be improved and raised in order to create a *Resilient Corridor Network*. The corridors are multi-purpose; serving as complete streets that provide multi-modal transportation options for residents, while protecting against future flooding from tidal waters during 50-, 100- and 500- year storms. This network leverages the South End's existing ridgeline along Park Avenue, connecting this naturally elevated street to key lateral streets through strategically designed and landscaped street elevation. Raising sections of the east-west streets will ensure the local community has vehicular and public transit access to the Park Avenue corridor during major storm events and sets a new, higher, ground plain for future long term development. The initial pilot street raising is anticipated for University Avenue, but eventually other lateral street connections such as Linden, Gregory and Atlantic streets could also be raised out of the 100-year floodplain. As part of the state funded Green Streets program, public streets within this pilot resilient corridor network will be retrofit with green infrastructure improvements such as installing median rain gardens and bio-swales to retain and prevent damage from storm water flooding. More ambitious flood management strategies will be undertaken for University Avenue in coordination with the raising of University, to develop guidelines for resilient street raising that can be replicated in low-lying areas throughout the State.

Earthen Berm (Bridgeport). The Bridgeport *Resilient Corridor Network* includes an earthen berm extending up to 9.4 feet in height constructed at the outer edge of the South End East neighborhood between Tongue Point and the rail viaduct at Ferry Access Road. The northern section of the berm would tie into the existing high ground at the rail abutment near the I-95 bridge and the southern section of the berm would tie into the two existing re-development sites; construction of an elevated natural gas fired power plant at the existing site of the Bridgeport Harbor Generating Station (1 Atlantic Street) and redevelopment of the former Remington Shaver facility brown field site (60 Main Street).

Both of these redevelopment plans address climate resilience through raising new industrial and mixed-use residential spaces eight feet above FEMA Mean High Water (MHW) levels. The earthen berm will connect these new elevated facilities using a raised public greenway, and create an opportunity for relocation and bioremediation of the existing Fuller 4 Combined Sewer Overflow (CSO) outfall, as a landscape feature of the greenway. Extending north, the berm will be integrated into the protection strategy for the UI owned power station adjacent to the berm, creating efficiencies in protection by integrating individual utility site protection into a larger protection strategy for the community. This component of the project capitalizes on existing private sector investment in order to protect all low and moderate income residents within the South End East neighborhood from flood damage, while providing elevated, scenic, pedestrian and bicycle access to downtown Bridgeport and to the TOD at the Bridgeport Train Station. In the long term, it is envisioned that the berm would extend north to the Downtown edge and transition to a sea wall outboard of the railroad platform, protecting downtown Bridgeport from future 500 year storm surge and estimated sea level rise by the year 2100.

Revision of existing flood plain design guidelines governing South End East neighborhood

(Bridgeport). Using the 1 Atlantic and 60 Main street developments as precedents, the project will work with FEMA, the United States Army Corps of Engineers (USACE) and the CT DEEP to build progressively upon existing flood plain design guidelines, incorporating cutting edge technologies and national innovation strategies as permissible strategies. Additional private building-level retrofits in the project area would be governed by the new flood design guidelines to ensure that future development is designed as an integral component of the resilient corridor network. The berm serves both as protection and as a critical connection to downtown Bridgeport, the Amtrak station and the amenities centered in the CBD. Isolated from the downtown by recent developments, this community has suffered from losing the through traffic that once passed through the community from downtown to the waterfront.



This project, by strengthening the Broad Street corridor as the new Main Street of South End and building a new pedestrian waterfront connection directly into and through South End from downtown, will re-establish the economic connection to downtown that this community sorely needs and create the basis for reinvestment on a number of currently vacant sites that are ripe for redevelopment. The raising of University Avenue and the berm create a new paradigm for protection that promotes redevelopment and rebuilds community through a continued relationship with the water as opposed to just keeping out the water.

Bridgeport South End District Energy Infrastructure (Bridgeport). Bridgeport's South End is home to three uncoordinated energy distribution networks. The first network includes the Public Service Enterprise Group (PSE&G), a major land owner in the South End East neighborhood operating two coal fired power plants with plans to build one additional gas fired power plant at 12 Ferry Access Road, all within the project target area. Nearby, the University of Bridgeport Renewable Energy Research Laboratory is the recipient of \$2.2 million dollar Connecticut Department of Energy and Environmental Protection (CT DEEP) grant developing a micro-grid from fuel cell technology that provides power to six campus buildings including two residence halls. And recently the Green Bank of Connecticut has funded installation of a district heating loop that will capture low temperature heat from the Wheelabrator waste-to-energy plant and re-distribute it to buildings in the South End neighborhood. The project believes there is potential to network discrete systems, creating unique energy ecosystem that provides redundant power in event of emergency or during peak demand. The study would analyze how new and existing networked energy infrastructure can be housed within the newly constructed berm and raised streets, protecting this critical infrastructure from damage due to tree fall (when elevated above streets) and flooding (when buried underground) in this low lying exposed region of Bridgeport, investigate new district-wide energy opportunities that could be

replicated throughout the region and create stronger communication bonds between local residents, the City, not-for-profit institutions, private investors and energy providers in this neighborhood to establish a collective path forward to community preservation, social cohesion and economic expansion as this community rises up to protect itself against the impacts of sea level rise.

### **Exhibit E.a.3.b. NDRC New Haven Project Proposal**

In New Haven, Union Station and the rail yard are a critical local, regional and national infrastructure asset that must be protected to ensure the continued operations of the Northeast rail corridor. The neighborhood surrounding Union Station experiences chronic flooding from rain events, and when coupled with high tide conditions, this creates a convergence of water, damaging homes, key regional infrastructure and industrial properties that provide many jobs to New Haven's working class families. These conditions will only be exacerbated with expected sea level rise. The project approach to New Haven Station will be to solve for the upland and coastal flooding conditions simultaneously, protecting the Long Wharf neighborhood and train station. In doing so, the project will enable future economic development opportunities in this downtown area.

Management of coastal and inland storm water convergence in Long Wharf neighborhood (New Haven). Improve conveyance at the major storm water junction through a bypass and dry canal storm water retention system, establishing the Long Wharf area as a storm water detention basin. J3 Junction will be outfitted with an Archimedes screw as physical infrastructure and public art feature connecting to the New Haven Downtown Art Walk. Wet-dry storm water detention basins will be integrated into the Long Wharf neighborhood landscape creating key submergible wetland spaces in the neighborhood in order to protect existing industrial, transportation related and recreational development. Lastly, a secondary berm will be constructed in the Long Wharf neighborhood coupled with an inflatable gate

sealing the southern the two lane I-95 underpass at Canal Dock Road. In the long-term, as predicted sea level rise takes place, further protection to I-95 will be required and the berm constructed to protect the rail yard will continue to serve as protection against potential overtopping. This layered approach to protection provides immediate critical protection that is then enhanced with further protections in the long-term that address future climate change impacts.

Street and neighborhood improvements (New Haven). Extensive bioswale network using pervious pavement and other natural catchment techniques to retain storm water runoff from upland areas constructed along local streets including: South Orange Street, Meadow Street, Malcom Court, Columbus Street and Union Avenue. Complete Street components will include expansion of multi-modal transportation right-of-way, enhanced pedestrian accommodations, expansion and gap filling of the local and regional bikeway system, landscape features, tree planting and additional innovative stormwater management technologies will be implemented on both interior and major civic streets in the local neighborhood. Lastly, we propose a design competition involving graduate students to be organized to work with the local community and create a vision to support HUD's existing presence in the community. The competition will provide innovative ideas for design of affordable and mixed income housing units as part of TOD development. This competition can either be run as part of the annual HUD Innovation and Affordable Housing annual student competition, or it can be run as a parallel venture, involving multi-disciplinary teams from both the academic and residential community in New Haven.

Coastal Protection Strategy (New Haven). Coastal protection measures along Long Wharf to protect the coastal edge against erosion from wave action and the effects of sea level rise. Protection includes restoration and enhancement of coastal resources employing a Living Shorelines approach for wave energy dissipation and habitat benefit. The approach includes restoring and creating tidal wetland

fringe along the length of Long Wharf Drive incorporated with the potential for onland and in-water structural features such as sills and narrow, linear created islands to provide protection for stable wetland development. More structural elements such as rip rap will be minimized, but are necessary at key locations to protect vulnerable and critical assets such as the sewer pump station.

The proposed NDRC project recognizes the critical position of New Haven Union Station and associated rail yard in the regional economy and it advocates for a hybrid of passive, green infrastructure and mechanically engineered solutions in adapting the surrounding neighborhood to be more resilient to future natural disasters and long term change along the Northeastern United States seaboard.

**Exhibit E.a.4. Decreased risk to vulnerable populations and improved community resilience.**

All project interventions are designed to meet FEMA Base Flood Elevations (BFE) for 100 year flood events, and a 1 foot sea level rise by 2050, while providing one foot of freeboard elevation protection (<http://www.fema.gov/freeboard>). The protection measures in New Haven and Bridgeport are designed with capacity for extensions that can be deployed upon availability of funding and that will protect against 500 year flood events and account for an estimated 6 foot sea level rise by 2100.

The communities and properties most damaged by storm water and upland flooding in both cities are LMI households and industrial businesses. These land use sectors are of critical concern to the cities of New Haven and Bridgeport because they are places of employment and residence for vulnerable populations and this project will reduce the threat of coastal and inland flood damage over an area of 16 million square feet.

In Bridgeport, the project will set a new datum for future development using University Avenue and the earthen berm as precedents. Eventually, the ground plane of the entire South End East

neighborhood in Bridgeport will be raised in elevation between one and 11 feet. In New Haven, the Long Wharf neighborhood will be reconfigured to allow for flooding from inland storm water and coastal storm surge, creating a submergible region that simultaneously supports development and protects the New Haven Union Station and surrounding neighborhood. Both projects bring economic investment back into socially vulnerable and economically declining neighborhoods. Both project bring direct and immediate opportunities for new affordable housing. Street improvements in both areas will provide reliable emergency egress for these populations in event of a storm and reduce the risk of flooding which alleviates the financial burden of restoration from these low income neighborhoods. In addition, construction of resilient corridors will protect these important neighborhoods, providing the community with better motorized and non-motorized egress, service utilities, and natural spaces for recreation and education, improving urban quality of life.

In New Haven, a HUD led design competition will explore how affordable housing located in a flood plain can be redesigned, pushing the boundary of innovation within affordable housing design. Development of a networked energy ecosystem in Bridgeport, will alleviate chronic power shortages due to storms in the neighborhood, and provide a cleaner, safer neighborhood atmosphere and a platform to test new district scale energy technologies.

Currently, the State of Connecticut does not have a regional coastal resilience plan. A program for providing future climate projections for coastal vulnerabilities will inform risk-based decision-making at the municipal and regional level. This *Connecticut Connections Coastal Resilience Plan* will guide state policy and funding priorities for the future through SAFR, prioritizing and addressing the needs of vulnerable populations in the region. The preparation of urban environmental conceptual designs for resilience will ensure that funding is targeted at resilience-enhancing actions.

#### **Exhibit E.a.7. Feasible and implementable by project partners.**

Both pilot projects are based on feasible, effective, and practical designs that will perform their intended goals. The concepts for the projects were developed in meetings and in close consultation with many agencies, local municipal representatives and residents/businesses in the affected areas. The formation and continuation of SAFR as a state level entity plays a critical role in the implementation of project components.

#### **Exhibit E.a.7.ii. Design Practices, Codes, Standards.**

The projects address, and when relevant, propose recommendations to related existing policies and programs. Throughout project implementation the following established codes, standards and best practices in Connecticut and abroad may be used:

- 2012 International Energy Conservation Code
- 2012 International Residential Code
- 2014 National Electric Code
- 2012 International Building Code
- New Haven Zoning Ordinance , 2015
- Natural Wastewater Treatment Systems, Ronald W. Crites and E. Joe Middlebrooks
- Connecticut Regulations for Floodplain Management
- Adapting to the Rise: A Guide for Connecticut's Coastal Communities, The Nature Conservancy
- Complete Streets Design Manual, City of New Haven
- New York City, Department of Design and Construction, High Performance Infrastructure Guidelines

Other projects in target area that the NDRC pilot project will partner with include:

- Route 34 Corridor Downtown Crossing Project
- Hill-to-Downtown Neighborhood Plan
- University of Bridgeport micro-grid project
- HUD RBD Project for Bridgeport
- Multiple New Haven Railyard Resilience improvements
- New TOD Investments at Union Station and in Downtown Bridgeport

SAFR and SAFR Partners have demonstrated success in managing data collection and planning efforts at scales similar to NDRC project implementation (see Factor 01). In 2016 CIRCA will complete a nearly \$500,000 project on mapping shoreline change, coastal protection, waves and sea level for the National Oceanic and Atmospheric Administration (NOAA) Coastal Resilience Network. Finally in preparing the NDRC Phase I application, SAFR and Partners conducted a regional vulnerability assessment using existing data sets supplemented by concept planning to address vulnerabilities for the entire coastal region. The experiences and strategic roles of SAFR members and Partners render the origination more than capable, and appropriate, for NDRC project implementation.

**Exhibit E.a.7.i. Increased resilience to current and future disasters.**

The project creates a long term vision for resilient coastal communities through proposing a new datum of development in key downtown Bridgeport neighborhoods and by creating a model for natural wetland and built structure coexistence in New Haven's Long Wharf neighborhood. These pilot projects will increase resilience to current and future disasters in the target areas of New Haven and Bridgeport. Establishment of SAFR and the *Connecticut Connections Coastal Resilience Plan* will

allow these, and other, resilient designs and planning strategies to be to be expanded and replicated in all coastal and riverine Connecticut communities.

In addition, both the MetroNorth and Amtrak rail infrastructure run along the Northeast corridor through the project region. The project resilient TOD concept can be replicated throughout this entire area and ultimately through the Northeast Region, rendering the pilot projects in New Haven and Bridgeport as models for the entire coast. As demonstrated by recent projects inland riverine communities in Connecticut, resilient TOD development also applies to those communities that connect to the Hartford-Springfield line and future commuter train between Hartford and New Haven. The *Connecticut Connections Coastal Resilience Plan* will identify at a municipal-scale the current and future risks to the impacts of climate change for the coast of Connecticut as well as utilizing economic resilience as a tool to impact overall resilience. Quantifying the impact of the planning project will depend on the implementation of projects, however, a suite of projects has the potential to address the nearly \$480 billion in insured assets within 35 miles of Connecticut’s coast, prevent power outages for the 650,000 people who lost power during Sandy, kept the jobs of 78,000 people who claimed unemployment after Sandy, stopped the overflow of 20 million gallons of raw sewage to Long Island Sound, and saved the \$360 million in estimated overall loss to Connecticut from Sandy. Lastly, this planning is an eligible activity under 24 CFR §570.205.

**Exhibit E.a.2. Project metrics for resiliency, environment, social and economic.**

	Qualitative Metric	Quantitative Metric
<b>Resiliency</b>		
reduction in property damage	With the construction of the various elements, homes and businesses will no longer be directly affected by coastal flooding, and property damages will be avoided.	Using FEMA provided data of affected buildings with the floodplain, the replacement cost of those buildings, a value for costs avoided can be derived
reduction in casualties	With the construction of the various elements, people will be better protected and accidents/casualties will be avoided.	Using FEMA provided data of affected persons within the floodplain, the Willingness to Pay Table provided by FEMA, a value for costs avoided can be derived



reduction in displacements	With the construction of the various elements, homes and businesses will no longer be directly affected by coastal flooding, and community displacements will be avoided.	Using FEMA provided data of affected residential buildings with the floodplain, the average household size for the community, and the FEMA permissible relocation cost per person, a value for costs avoided can be derived
reduction in property damage (rail fleet and downtown buildings) - construction of rail yard berm + storm water retention/dry canal	With the construction of the various elements, the New Haven Line rail fleet will no longer be directly affected by coastal flooding, and railcar losses due to storms will be avoided.	Number of railcars stored in yard times car cost
reduction in rail operations down time	With the construction of the berm and coastal protection, the New Haven Rail yard will no longer be directly affected by coastal flooding, and rail operations losses will be reduced.	Daily operating revenue of railroad, divided by the number of railcars serviced in the yard per day times the number of day's yard is out of service results in a loss that would be avoided assuming the improvements are in place.
Long Wharf Park breakwater protection from erosion - acres of park land saved	With the construction of the breakwaters, Long wharf park would be protected from continued erosion forces, and increase the recreational space of the community.	Number of acres saved times the land value
<b>Environmental</b>		
improvement in neighborhood water quality	Wetland restoration has been shown to reduce pollutants and improve water quality, which reduces plant treatment needs	Number of acres of wetlands created times pollutant control value
Protection of species breeding ground - blue crab, fish habitat along the coast of Long Wharf	New Haven bay represents 82% of CT's \$62 million annual aquaculture industry and protecting species breeding grounds is important ecologically and economically	
<b>Community Development</b>		
benefits to low/moderate income households	With the construction of the various elements, homes will no longer be directly affected by coastal flooding, and home values will increase	Calculated as a simple percentage increase in parcel value
improved living environment	New AFH will be introduced, improving the living arrangements for these households	Number of new units, new households, and value of new workers
active lifestyle - access to green way, complete streets, biking, walking	With the construction of the berm and complete streets, more recreational mobility will occur improving peoples lifestyles	miles of additional pathways times the number of potential users times VTI benefit
<b>Economic Revitalization</b>		
regional economic impact	With the construction of the various elements, homes and businesses will no longer be directly affected by coastal flooding, and worker productivity will be maintained	
reduced insurance cost	With the construction of the various elements, homes and businesses will no longer be directly affected by coastal	Using FEMA provided data of affected buildings with the floodplain, the insurance cost of the buildings before the

	flooding, and insurance costs will be reduced	improvements, a value for costs avoided can be derived
construction jobs / maintenance jobs	Each improvement will create temporary construction jobs that will spend a portion of their income on the local economy. Additionally, any AFH created brings in permanent jobs that also spend money within the local economy.	Number of temporary jobs x income x the percentage of income spent within the local economy; number of times the number of permanent jobs derived, times the income generated times the percentage of income spent on the local economy.

**Exhibit E.a.3. Addressed unmet recovery need and framed recovery issues.**

Residents in the Long Wharf and Hill-to-Downtown communities have an estimated unmet recovery need of \$142 thousand dollars from damage by Hurricane Sandy, and these community face a continued threat of future storms and sea level rise. Recent storms and chronic flash floods in New Haven emphasize the need for improved drainage and storm water management in this low-lying region. As one of Amtrak’s busiest railway stations in the United States, New Haven Union Station relies directly upon the resilience of the Long Wharf neighborhood success. In Bridgeport, 19 percent of the buildings in the South End East neighborhood were inundated with flooding during Hurricane Sandy, causing severe damage in a total of 89 properties. Severe power outages were experiences throughout the region as the PSE&G facilities located in the South End East neighborhood were shut down from inundation. In this neighborhood there is still an estimated \$350 thousand dollars in unmet need, and much of this damage falls on low and middle income households.

**Exhibit E.a.4. Approach Model for future development that is replicable and holistic.**

- Resilient corridors, enhanced development opportunities in higher elevation resilience hubs, and improved flood and wave protection and enhanced rebuilding standards for existing development in low lying areas can be applied along Connecticut coastline due to topography of state

- Transit oriented development can be applied to each station along the Amtrak and MetroNorth rail line in Connecticut, connecting Boston and New York City, as well as the future New Haven to Springfield line expected to be in service in 2017.

**Exhibit E.b. Benefit Cost Analysis**

For Bridgeport, Table 1 presents the evaluation results for the two cases. For the 7 percent discount rate, the proposed infrastructure investments yield a net present value of \$9.6 million, and a benefit-cost ratio of 1.23. At a 5 percent discount rate, the proposed infrastructure investments yield a net present value of \$19.9 million, and a benefit-cost ratio of 1.47.

Over the 100-year analysis period (2016-2115), there are \$52.0 million in benefits at a 7% discount rate, in 2015 dollars and \$62.6 million in benefits at a 5% discount rate.

**Bridgeport Benefit Cost Analysis Summary Results**

<b>Scenario</b>	<b>Net Present Value (2015 \$ millions disc.)</b>	<b>Benefit Cost Ratio</b>
Case A (7 percent discount rate)	\$9.6	1.23
Case B (5 percent discount rate)	\$52.0	1.47

*Source: WSP | Parsons Brinckerhoff, 2015*

For New Haven, Table 1 presents the evaluation results for the two cases. For the 7 percent discount rate, the proposed infrastructure investments yield a net present value of \$3.3 million, and a benefit-cost ratio of 1.04. At a 5 percent discount rate, the proposed infrastructure investments yield a net present value of \$34.0 million, and a benefit-cost ratio of 1.40.

Over the 100-year analysis period (2016-2115), there are \$88.6 million in benefits at a 7% discount rate, in 2015 dollars and \$119.9 million in benefits at a 5% discount rate.

New Haven Benefit Cost Analysis Summary Results

Scenario	Net Present Value (2015 \$ millions disc.)	Benefit Cost Ratio
Case A (7 percent discount rate)	\$3.3	1.04
Case B (5 percent discount rate)	\$34.0	1.40

Source: WSP | Parsons Brinckerhoff, 2015

**Exhibit E.c. Opportunities for scaling, scoping and phasing proposed project, including relevant funding amounts and timing associated.**

Both pilot projects in New Haven and Bridgeport, as well as the State Resilience Planning Program are designed for long term scale-ability and phasing. In Bridgeport project applications include elevation of University Avenue at the cost of \$5.7 million dollars and construction of a greenway berm that will protect downtown Bridgeport and the train station from 100 year storms at the cost of \$29.4 million dollars. In order to plan for 500 year storms and sea level rise by 2100, these key project components will be increased in both scale and scope. Atlantic, Linden, Gregory and Austin streets will be raised in the South End East neighborhood by 2100, funded by the Department of Transportation *Let's Go CT* infrastructure program. A 4' sea wall will be installed at the top of the greenway berm to prevent against future storm surge, and the northern end of the berm will be extended to Stratford Avenue transitioning to a sea wall outboard of the railroad platform. In New Haven the storm water management eco-system in the Long Wharf neighborhood east of Church Street will be replicated west of Church Street to Hallock Avenue and funded by the Grants-in-Aid Green Infrastructure program. Interstate 95 will be retrofit to serve as a flood barrier during 500 year storms through addition of a 700 foot long, 3' tall sea wall at the lowest elevation near Church Street and permanent closure of Canal Dock and Long Wharf roads. The act of using infrastructure as a mitigation tool against flooding will be increased in scope throughout the Connecticut region, focusing on reinforcement of northeast corridor rail way and I-95 for coastal protection and will be funded through



- CT DECD
- CT OPM
- Connecticut Council on Environmental Quality (CT CEQ)
- USACE
- EPA
- FEMA

To comply with the Connecticut Environmental Policy Act (CEPA), project measures in both target areas would require an Environmental Impact Evaluation (EIE). The lead State Agency would prepare the EIE, which would then be reviewed and approved by the Office of Policy and Management (OPM). To adhere to the National Environmental Policy Act (NEPA), some projects may require an environmental impact statement (EIS) in lieu of the EIE.

A list of additional state permitting is included below:

**Beach Grading Permit:**

This general permit applies to beach grading activities conducted in the area between mean high water and the high tide line within the tidal, coastal or navigable waters of the State. This general permit authorizes a maximum of one beach grading event per calendar year for a three year period. Beach grading activities waterward of mean high water require a separate authorization from the Office of Long Island Sound Programs. Registration is required to be submitted and approved in writing by the Department in order for beach grading to be authorized by this general permit. Approval of Registrations are transferrable.

**Maintenance of Catch Basins and Tide Gates**

(DEP-LIS-GP-010): This general permit applies to catch basin cleaning and tide gate repair or replacement. These activities must occur within a closed water discharge system, any portion of which is located waterward of, or whose vertical plan intersects, the high tide line in the tidal, coastal or navigable waters of the state or in tidal wetlands. No registration is required to be submitted in order for the activity to be authorized by this general permit. Upon a change in ownership or the permittee, the

new owner or permittee shall comply with all applicable conditions and requirements of this general permit.

### **Residential Flood Hazard Mitigation**

(DEP-LIS-GP-005): This general permit applies to the elevation and floodproofing of existing inhabited houses to FEMA standards, where the houses are within state permit jurisdiction but outside the state-owned public trust area, provided all appropriate local approvals have been obtained. This general permit does *not* cover further waterward encroachment of any structure, any additions or expansions to an existing house, or any reconstruction or repair of any structure damaged by hurricane, storm, erosion, flood, fire, or other casualty loss. Registration is required to be submitted *and* acknowledged in writing by the Department in order for the work to be authorized under this general permit. Registrations are transferrable.

### **Domestic Sewage**

(DEP-WPED-GP-018): This general permit applies to discharges of domestic sewage from a community sewerage system to a POTW. Registration is required for discharges from a community sewerage system. Privately owned "community sewerage systems" (such as those at condominiums) are to be properly managed and have a valid community sewerage system agreement with the municipality receiving the discharge as required by section 7-246f of the General Statutes. Municipalities seeking to initiate, create or originate a discharge from a community sewerage system do not need to register. For all other discharges of domestic sewage to a POTW no registration is required to be submitted in order for the discharges to be authorized by this general permit. Registrations are non-transferrable.

### **Groundwater Remediation Wastewater Directly to Surface Water**

(DEP-PERD-GP-020): This general permit applies to discharges of groundwater remediation wastewater generated during the process of investigating and remediating groundwater and soil, and

other related wastewaters, directly to a surface water, either through a dedicated conveyance, or through any other conveyance system that the permittee is authorized to utilize. The combined maximum daily flow of all groundwater remediation wastewater generated at the site from which such discharge takes place or is proposed to take place does not exceed ten per cent of the 7Q10 flow of the watercourse into which such wastewater is discharged or, if all such wastewater is directed to a manmade impoundment or a natural lake or pond, the combined maximum daily flow of such wastewater does not exceed one-half of one per cent of the water volume of such impoundment, lake, or pond. Discharge to waterbodies classified as public water supply (AA) is not authorized by this general permit. Registration is required to be submitted to the department in order for the discharges to be authorized by this general permit. If a registrant is proposing to use a substance to treat the discharge, or groundwater remediation wastewater to be discharged contains any pollutant, excluding temperature, solids and oxygenates, for which no limit is specified in Attachment A of the general permit, or radioactive material as defined by Section 22a-148 of the Connecticut General Statutes has been deposited on the site from which such discharge takes place or is proposed to take place, registration is required to be submitted and approved in writing by the department in order for the discharges to be authorized by this general permit. Approval of Registrations are transferrable.

### **Stormwater and Dewatering Wastewaters from Construction Activities**

(DEEP-WPED-GP-015): This general permit applies to all discharges of stormwater and dewatering wastewater from construction activities which result from the disturbance of *one or more* total acres of land area on a site regardless of project phasing. In the case of a larger plan of development (such as a subdivision), the estimate of total acres of site disturbance shall include, but is not limited to, road and utility construction, individual lot construction (i.e., house, driveway, septic system, etc.), and all other



construction associated with the overall plan, regardless of the individual parties responsible for construction of these various elements.

The general permit dictates separate compliance procedures for Locally Approvable projects and Locally Exempt projects (as defined in the permit). Locally Exempt construction projects disturbing over 1 acre must submit a registration form and Stormwater Pollution Control Plan (SWPCP) to the Department. Locally Approvable construction projects with a total disturbed area of one to five acres are not required to register with the Department provided the development plan has been approved by a municipal land use agency and adheres to local erosion and sediment control land use regulations and the CT Guidelines for Soil Erosion and Sediment Control. Locally Approvable construction projects with a total disturbed area of five or more acres must submit a registration form to the Department. This registration shall include a certification by a Qualified Professional who designed the project and a certification by a Qualified Professional or regional Conservation District who reviewed the SWPCP and deemed it consistent with the requirements of the general permit. The SWPCP for locally approvable projects is not required to be submitted to the Department unless requested. This general permit is now transferable in accordance with section 22a-60 of the General Statutes provided a license transfer form is submitted to the commissioner.

**Exhibit E.e. Budget.**

The project budget was determined using precedent research from HUD Rebuild by Design, New York Rising design competition proposals and past experience of WSP | Parsons Brinckerhoff in infrastructure design and redevelopment projects located in Connecticut cities. CTDOT public BID reports were also referenced for cost estimation. Project implementation will be cost-effective, and the costs reported below are in line with industry standards and are appropriate for the scope of the project.

<b>New Haven NDRC project components</b>		
	<b>Component</b>	<b>Total project cost</b>
1	Management of coastal and inland storm water convergence in Long Wharf neighborhood	38,515,457.38
2	Street and neighborhood storm water improvements	3,816,320.00
3	Coastal Protection Strategy, living shoreline with stone revetment edge	20,051,460.00
	<b>Estimated Total</b>	<b>62,383,237.38</b>
<b>Bridgeport NDRC project components</b>		
	<b>Component</b>	<b>Total project cost</b>
1	University Avenue, elevated street with integral multi-functional wall	5,790,400.00
2	Community Center Restoration	1,000,000.00
3	Earthen berm extending to Ferry Landing	36,189,269.60
4	Flood Design Guideline recommendations	330,000.00
5	District energy feasibility study	0.00
	<b>Estimated Total</b>	<b>43,309,669.60</b>
<b>State level programs</b>		
	<b>Component</b>	<b>Total project cost</b>
1	State Agencies Fostering Resilience (SAFR) operation	385,000
2	Connecticut Connections Coastal Resilience Plan	4,500,000.00
		<b>4,885,000.00</b>
	<b>Total budget</b>	<b>110,577,906.98</b>

**Exhibit E.f. Plan Consistency.**

The concept of this proposal is consistent with, and often times, predicated on, existing state and regional goals that are reflected in existing planning documents.

Tier I Plans

**Connecticut Climate Change Preparedness**

[http://www.ct.gov/deep/lib/deep/climatechange/connecticut\\_climate\\_preparedness\\_plan\\_2011.pdf](http://www.ct.gov/deep/lib/deep/climatechange/connecticut_climate_preparedness_plan_2011.pdf)

The Connecticut Change Preparedness Plan, released in 2011, offers strategies to address climate change vulnerabilities for the built and natural environment, agriculture, and public health. The plan offers an opportunity to increase Connecticut’s resilience to non-climate change stressors, such as increased development and demand on utilities and services as well as to create sustainable jobs. The Connecticut Climate Change Preparedness (CCCP) aligns with the proposed project in encouraging

multi-layered strategies that empower local communities to take direct action in concert with state, regional, and national efforts.

In particular, the proposed project's Regional Resilience Initiative aligns with the CCCP goal of supporting regional cooperation on climate change adaptation through involvement in regional planning activities. Additionally, the proposed project is founded on the concepts of resilient transit-oriented development and transit corridors, which, along with the two pilot projects, is consistent with the CCCP goal of determining vulnerable transportation routes and transportation options that may adversely impact natural resources and human mobility needs under future climate change.

The proposed project is consistent with the following goals outlined in the CCCP Plan:

- Encourage sustainable water capture and storage by homeowners, municipalities, businesses, and industries, and the agriculture sector with incentive programs to supplement capture and storage infrastructure
- Develop decision tools to evaluate, replacement, modification, and design life of infrastructure
- Consider the public health needs of vulnerable populations in climate change adaptation planning
- Continue to develop and update all municipal emergency preparedness plans for extreme weather events
- Assess future flooding risks to natural and built infrastructure, including agricultural operations and public health and safety
- Develop Connecticut-specific climate change projections for temperature, precipitation and sea level rise and support monitoring efforts for these climate drivers

- Identify research needs and disseminate current climate change adaptation research and technical resources to the appropriate stakeholders, and encourage future efforts through state grants
- Determine the critical public buildings, including public health facilities, schools and cultural/historic buildings that will be impacted by coastal and inland flooding, and recommend appropriate adaptation strategies that will not adversely impact natural resources
- Conduct research to understand effects of potential adaptation approaches and develop new, innovative approaches to support adaptive management
- Partner with educational institutions or organizations that conduct research
- Collaborate with other states and federal agencies to develop a coordinated regional adaptation plan
- Minimize combined sewer overflows
- Implement new or modified policies that would encourage appropriate land use and reduce repetitive losses

**State of Connecticut 2015-2019 Consolidated Plan for Housing & Community Development**

[http://www.ct.gov/doh/lib/doh/draft\\_cp\\_for\\_publication.pdf](http://www.ct.gov/doh/lib/doh/draft_cp_for_publication.pdf)

The State of Connecticut Consolidated Plan for Housing & Community Development addresses housing and community development needs of extremely low-, low- and moderate-income households in the state over five years and serves as the basis for the policies, strategies, goals, and objectives which will be implemented by the State. To do so, the plan aims to extend and strengthen partnerships

among government, private sector, for-profit and non-profit organizations. The plan establishes three overarching goals:

1. Work to ensure decent housing is available to all
2. Work to ensure that all of the state's residents live in suitable living environment
3. Work to ensure that all of the state's residents have access to economic opportunities

The proposed project is consistent with these planning goals, and in particular aims to create suitable living environments by improving the safety and livability of neighborhoods. The proposed project incorporates community development objectives, improving protection and resiliency of low-moderate income communities that incorporate expanding opportunities for residents to live and work near rail transportation through the development of strengthened, resilient transit oriented development.

The two pilot projects in Bridgeport and New Haven aim to implement these goals, providing protected and safe neighborhoods while bringing economic investment back into socially vulnerable and economically declining neighborhoods. In New Haven, the project proposes a new HUD led design competition to explore how buildings of the Church Street Village Housing could be redesigned given their existing location within the flood plain and the need for low income housing in this neighborhood, directly supporting and advancing the State of Connecticut Consolidated Plan goals.

### **State Rail Plan**

[http://www.ct.gov/dot/lib/dot/documents/dplansprojectsstudies/plans/state\\_rail\\_plan/State\\_Rail\\_Plan\\_Final\\_11-8-12.pdf](http://www.ct.gov/dot/lib/dot/documents/dplansprojectsstudies/plans/state_rail_plan/State_Rail_Plan_Final_11-8-12.pdf)

The State Rail Plan aims to support Connecticut's role in developing a growing, interconnected rail system with adjoining states, and with the New York and Boston metropolitan centers. Investments are aimed at the following priorities

- (1) New Haven Line (NHL) , importance of connecting our state's economy with New York City and the Northeast Corridor
- (2) Upgrading existing branch lines with a focus on areas that will leverage the most employment growth and economic development through transit-oriented development

The proposed project directly corresponds to the goals of the State Rail Plan. The proposed project is founded in the idea that increasing investment in identified TOD resilience zones provides an opportunity to increase economic resilience by strongly tying back to the regional transportation network and regional economic opportunities. The New Haven pilot project includes the construction of a secondary berm constructed in Long Wharf to protect Union Station, a critical section and additional step in protecting the New Haven Line.

**South End Neighborhood Revitalization Zone Strategic Plan (2014)**

[https://www.bridgeportct.gov/filestorage/89019/89751/94961/103639/FINAL\\_Design\\_0212.pdf](https://www.bridgeportct.gov/filestorage/89019/89751/94961/103639/FINAL_Design_0212.pdf)

The City of Bridgeport and the South End Neighborhood Revitalization Zone (NRZ) Planning Committee worked to create a comprehensive NRZ designation and strategic plan to foster and guide the revitalization of the South End. The plan aims to attract development, improve the overall neighborhood quality, increase local employment opportunities, and invest in mitigation to reduce climate risks.

The proposed project, and in particular, the Bridgeport South End East pilot project, is consistent with the NRZ plan. The pilot project includes coastal protection interventions, storm water management strategies that directly tie into and redevelop the overall quality of neighborhood development and street network.

### **Hill-to-Downtown Community Plan**

The Hill-to-Downtown Community Plan summarizes the challenges and opportunities facing this New Haven neighborhood. The plan builds on a strong foundation of market research and community input, which recognizes Downtown New Haven's growing appeal as a location for new homes, businesses, and recreation. The plan lists the following goals for this neighborhood:

- Encourage Development of Commercial, Residential, and Retail Space in the Areas Around Union Station and within the Medical District Areas
- Strengthen the Existing Neighborhood
- Improve Connectivity within the District and to Downtown
- Create New Job Opportunities for Residents
- Expand the City's Tax Base

The proposed project's New Haven pilot project directly addressed the goals included in this planning document. The pilot projects includes street and neighborhood improvements at Church Street Village Housing, the reconstruction of Union Avenue, and protection for the New Haven Rail Yard that will extend bicycle and pedestrian connections and knit together Long Wharf, Union Station The Hill and Downtown New Haven.

**EXHIBIT F**

**FACTOR 4: PHASE 2 LEVERAGE**



SAFR has tremendous support for its resilience program and for its two pilot projects. SAFR can boast more than \$225 million in direct leverage for its program and pilot projects, illustrating support at the Federal, State and Local level.

Leverage starts with the allocation of State funding and the commitment of State agency staff who have dedicated their time to develop the program, refine the approach, organize the involved agencies, set the mission for SAFR, outreach to the Councils of Government and the Municipalities, select and implement the resilience pilots and build the organizational infrastructure and funding support for program continuation throughout the region and eventually across the state.

#### **Exhibit F.7. Sources of Leverage**

**Not-for-profit leverage - CIRCA.** Through monies garnered from the (\$2.5 Million) Pollution Control Act Settlement, DEEP established CIRCA as the scientific research institution dedicated to understand the impacts of sea level rise and the effects of climate change. CIRCA has been a central entity in driving the resilience agenda, shaping the mission of SAFR, researching climate change and structuring the resilience approach.

**Direct Leverage for Pilot Projects.** Both of the pilot projects in New Haven and in Bridgeport are promoting “green” streets that support larger stormwater management and pedestrian connectivity goals. CTDOT and DEEP are each committing to provide \$1 million (\$2 Million) from LetsGOCT! and from the Green Infrastructure Grants in Aid programs respectively to develop green infrastructure guidelines and pilot those guidelines on the rebuilt streets in our pilot communities. Resilient TOD is central to the mission of SAFR’s resilience program.

**New Haven.** The implementation of the upland and coastal stormwater management program in New Haven is tied directly to a number of investments that collectively create the opportunity to implement this resiliency pilot. A critical element of the New Haven pilot is the reconstruction of Union Avenue which fronts Union Station as a “green” street that both demonstrates innovative stormwater management technologies and creates enhanced mobility opportunities and increased pedestrian activity, enhancing the sense of arrival and place in the front door to the Union Station TOD. The construction of the Union Station garage and pedestrian access to the station (\$50 Million) will open up new pedestrian connections between the station, its users and the surrounding community along Union Avenue. The reconstruction of Route 34 to create the Downtown Crossing is converting the adjacent former by-pass through New Haven into the central gateway access into the City. This realignment will reconstruct the primary access along Orange Street from downtown New Haven directly into Union Station, reconnecting the Hill to the Downtown and establishing Union Station as an accessing mass transit center to the downtown. This (\$68 million) project includes new bicycle connections, two new roadway connections connecting previously disconnected neighborhoods, significant improvements to the pedestrian realm and new economic development opportunities. Our pilot project to remove the chronic upland flooding condition that plagues the communities surrounding Route 34 will enable long sought economic development to re-establish itself along Route 34, filling the empty space between Union Station and downtown New Haven.

The development of protection for the New Haven Rail Yard offers co-benefits by extending the bicycle and pedestrian connections constructed as part of Route 34 into Long Wharf along the historic Vision Trail, knitting together Long Wharf, Union Station, The Hill and Downtown New Haven.

The State of Connecticut is taking measures to protect its most important regional economic asset, the New Haven Rail Yard which is the center of operations for Amtrak, Metro North and CTDOT rail operations along the Northeast corridor in Connecticut.

The raised road protection berm that we will build along the Vision Trail, Brewery Street and Church Street extended will be integrated into the protection measures being undertaken by CTDOT to protect critical facilities along the southern portion of the railyard. CTDOT is in the process of reconstructing and raising critical infrastructure, and reconstructing two of its critical rail operations buildings to protection against future 100 year storm conditions. Our work to raise local streets will tie into this (\$30 million) effort. Tying into this reconstruction project will significantly shorten the length of the berm and raised road protection required to protect the rail yard. CTDOT, in concert with Yale University, is committing \$100 thousand to a study of resilience technologies to incorporate into I-95 as we look to future impacts of climate change.

The Water Pollution Control Authority in New Haven is getting into the act as well, committing (\$70 Million) over the next five years to construct a new sanitary pump and make improvements along Union Avenue to alleviate back-ups and ensure separation of the sanitary and sewer systems, which currently are compromised during heavy rain events. A series of local initiatives are underway to advance the studies, plans and designs that will be implemented through this pilot. The City of New Haven commissioned the (\$1.2M) Hill to Downtown study to identify and conceptually design the new local street system adjacent to Union Station to support TOD development and increased stormwater detention in the chronically flooding HUD funded Church Street Village. Our pilot will advance these concepts and realize the proposed street system to promote stormwater management, increased connectivity, enhanced placemaking, economic growth and new housing opportunities. Along the waterfront, where we are proposing a living coastal protection initiative to protect the coastline, Long

Wharf Park and ultimately the Long Wharf infrastructure, including I-95, from coastal erosion, a number of iterative initiatives that support the protection are being undertaken. The City of New Haven has committed (\$160 thousand) to the reconstruction of the main coastal outfall to reduce back-up into downtown New Haven. The City has also committed (\$700 thousand) to the resilience improvements and reconstruction of Long Wharf and the boathouse property which represent pieces of the coastline.

**In Bridgeport**, where our pilot will integrate raised street and berm protection for the South End communities, multiple partners are coordinating protection measures to integrate protection into our design to achieve economies of scale in the overall protection of South End and construction an integrated protection system that encourages greater connectivity, increases natural stormwater management strategies and integrates protection into the urban fabric. PSE+G energy is committing to raising a berm to protect its critical infrastructure that will tie into the Bridgeport berm where our raised University Avenue meets our berm. The developers of 60 Main Street re in the process of designing a new 360 unit housing development will commit (\$10 Million) to raise its development to connect our protection along the eastern edge of University Avenue. The berm reconstruction is being coordinated with the UI Utility company to integrate their protection strategy with the berm reconstruction to gain economies of scale and limit potential duplication of protection. CTDOT is spending \$10 million on improvements to downtown Bridgeport station to integrate the station into the surrounding TOD. The City is utilizing FTA funds to make local street improvements surrounding the station to enhance pedestrian movement and foster economic development. DEEP is committing (\$2 Million) to establish a Micro grid at the University of Bridgeport and (\$ 2 Million) funding to develop a companion Micro Grid system in downtown Bridgeport to provide local energy sources that will operate when local power is lost to serve the community and support recovery during and after storm events. The

University facilities rest on high ground and represent an important community amenity both in times of crisis and as a not-for-profit neighbor. The berm itself will create a safe connection to downtown Bridgeport and the Bridgeport Transit hub and will serve as the extension to the Pequonnock River Trail. USDOT has committed (\$1.6 Million) in CMAQ funds to construct this waterfront trail through downtown Bridgeport. This trail can now be tied into a safe pathway connecting all the way to the waterfront parks that extends along the southern shore of the South End. In Bridgeport, multiple local efforts are underway to support the protection pilot, including the South End NRZ, a community based plan to establish community based resilience plan for South End and the City of Bridgeport Resilience rezoning guidelines to establish new design standards for building in within the City.

In all, just within the pilot communities, more than \$225 Million in direct leverage is being committed to support our pilot projects.

**Supportive Leverage.** The CT Resilience program will build upon the two initial pilot projects by supporting the implementation of resilience planning throughout the target region in the near term and across the entire state in the long-term. The regional program is supported by Statewide and regional State funding programs that will assure the implementation of resilience measures and the continuation of the program long after the effort is catalyzed by HUD NDRC funding. Central to the long-term growth of SAFR's resiliency program, are two new programs established by the General Assembly, administered by DEEP and supported by SAFR to promote new resilient technologies and practices. The Long Island Stewardship and Resiliency Program is a new program funded for (\$20 million) dedicated to the protection of costal marshes and other natural buffer areas and for grants-in-aid to increase the resiliency of wastewater treatment facilities. Grants-in-aid to municipalities to encourage low impact design of green municipal infrastructure to reduce nonpoint source pollution (\$20 million) and grants-in-aid to municipalities for open space land acquisition and development for conservation

and recreational purposes (\$8 million). Led by DOT, OPM and DECD, multiple agencies are dedicating funding to develop TOD plans and implementation projects. The State is committed to implementing TOD in its pilot communities (\$375,000), its target region, (\$925,000) and across the State.

DOT is also working with the City of Bridgeport to construct a new station and TOD. DOH is leading an effort to relocate more than 150 residents from a flood plain condition in South Bridgeport to this new TOD location (using CDBG funds). The state has dedicated \$6.7 Million to the environmental analysis and design of this new station which will become a 2<sup>nd</sup> critical economic center in Bridgeport. Promoting development oriented toward transit networks will reduce climate and air quality impacts from transportation and relieve pressure on undeveloped land. Expanding housing choice within resilience zones will expand access to regional economic opportunities and help to support economically and socially diverse communities. Providing additional housing opportunities within the community also supports long-term community resiliency and social cohesion as residents affected by flooding will have ample housing choices that allow them to stay within their own communities. Mitigating flood risks with green infrastructure and living shorelines presents numerous opportunities to improve environmental quality.

**Financing resilience.** The Applicant has consulted with CIRCA's advisory committee, Connecticut Green Bank (a public private partnership, which is approaching \$100 million in value for private financing for climate mitigation), the CDI, Munich Reinsurance America Inc., State Farm, the Housing Authority Insurance Group, and on the potential opportunities to finance the mitigation investments needed in Connecticut. These discussions on opportunities to use cost savings and other incentives to support mitigation will continue to be a priority for the State. Connecticut Green Bank has already contributed a pilot district heating loop in Bridgeport as part of a series of energy improvements that will tie into overall resilience in the Bridgeport pilot.

**Co-benefits as leverage.** Enhancing the resilience of the transportation network will result in cost savings from reduced business interruption, stabilized property values, and most importantly improved

emergency access which reduce the loss of life and property. Using TOD as a tool for economic resilience creates the potential to leverage private investment as well as public funding from the Governor's second-term priority of a "best-in-class transportation system" and funding to support smart growth. Green infrastructure can improve storm water management and reduce the investment needed to upgrade sewer infrastructure and improve water quality.

**Committed and potential leverage.** Potential sources of leverage have been identified for projects in Phase 2 which have the potential to extend the reach of this approach beyond the MID counties. This leverage totals approximately \$2.75 billion including: Connecticut DOT 2015-2019 Capital Infrastructure Program (\$1.7 billion FY 2015); State-Sponsored Housing Portfolio revitalization plan (\$300M); Clean Water Fund (\$480M 2015 with \$103M set-aside for green infrastructure and adaptation); Drinking Water State Revolving Fund (\$133.6M SFY 2014&2015); Connecticut Microgrid Grant and Loan Program (\$23.1M); Shore Up Connecticut loans (\$25M); bond funds under the State's Hazard Mitigation Buyout Assistance Program (\$4M); Bond Funds for Beach Erosion or Flood Control Project; and the Connecticut Institute for Resilience and Climate Adaptation with a seed budget of \$2.5M.

**Philanthropic Leverage.** With the support of the Tremaine Foundation, the Applicant will continue reaching out to the philanthropic community including the Fairfield County Community Foundation and the Community Foundation for Greater New Haven.

Supportive leverage for this program and pilot projects totals well in excess of \$400 million, which would exceed the 1.5 commitment of supporting leverage above direct leverage for the project.

**EXHIBIT G**

**FACTOR 5: PHASE 2 REGIONAL COORDINATION AND LONG TERM COMMITMENT**



For the State of Connecticut to move forward with its resilience mission, it must integrate its resilience program into the fabric of its capital program and embed its goals into the policies of its agencies.

SAFR is building a resilience program that will last by achieving both of these goals.

**Exhibit G.b. Legislative Action - Agency Communication and Coordination:** The inception of the State Agencies Fostering Resilience (SAFR) established within the state structure a body dedicated to thinking about the importance of resilience. This organization, which has been formed through the participation of nine State agencies, has set into motion a series of changes to ensure that Resilience in the State of Connecticut will be last lasting and transformative. The effort undertaken by SAFR as a loose connection of agencies with a shared mission has resulted in the formation of an executive letter from Governor Malloy to formalize SAFR as a State Policy Making Body. The formation of SAFR is a key element in ensuring the long-term commitment of the State's resilience mission.

The measurable outcomes of the formalization of SAFR will lead to the development of new programs that focus on resilience, the modification of existing programs to conform to the mission and vision established by SAFR and the transformation of the guidelines, capital programs and policies of the partner agencies.

**Resilience Programs.** Long-Term Commitment can be both structural, in the form of agency participation, new dedicated staff and new organizations (aka CIRCA), and programmatic, in the form of new statewide policies, new resilience programs and shifts in the approach of traditional funding towards more resilient solutions. In CT, through the efforts of SAFR, significant advancements have been made in this arena.

The Connecticut Climate Preparedness Plan, released in 2013, advanced legally-mandated efforts to prepare for climate change. The Connecticut Long-Term Recovery Committee and the Shoreline Preservation Task Force laid the foundation for two laws passed since Sandy: An Act Concerning the Permitting of Certain Coastal Structures by the Department of Energy and Environmental Protection and An Act Concerning Climate Change Adaptation and Data Collection. The first law required the consideration of sea level rise in the state's civil preparedness plan, applications to the Clean Water Fund, state and municipal plans of Conservation and Development, as well as in municipal evacuation or hazard mitigation plans, and also required the development of best practices for coastal structures. The second law led to the creation of the above mentioned Connecticut Institute for Resilience & Climate Adaptation, a UConn-DEEP partnership, which was established to support adaptation to rising sea levels.

The Long Island Sound Stewardship and Resiliency Program is a new program funded for \$20 million dedicated to the protection of coastal marshes and other natural buffer areas and for grants-in-aid to increase the resiliency of wastewater treatment facilities. A second program, also funded for \$20 million provides grants-in-aid to municipalities to encourage low impact design of green municipal infrastructure to reduce nonpoint source pollution. And a third new program will provide grants-in-aid to municipalities for open space land acquisition and development for conservation and recreational purposes. This third grant totals \$8 million, bringing a total of \$48 million in new funds to foster resiliency in our pilot communities, target region and throughout the State.

Outcomes from these programs will include the number of new resilience projects that lead to the use of green technologies in the protection of natural resources and the total number of acres of natural open space dedicated to enhancing local resilience measures.

**Exhibit G.a. Lessons Learned - Resilient TOD.** Many existing programs are being folded into SAFR's resilience mission. This can be seen in the high level of regional programs that are providing supporting leverage and the programs that are helping to implement our two resilient pilots in Bridgeport and New Haven. As noted, resilient TOD is the primary land use directive of the SAFR resilience program. TOD supports creation of new growth through energy efficient means, dedicates funds to the growth of mass transit, an energy efficient mobility strategy for the State and positions new growth in places where resilient growth can be achieved. The State, through its LetsGOCT program has established a five year capital program focused on the expansion of mass transit alternatives and the creation of economic opportunities in the places surrounding its mass transit corridors. The Northeast corridor, the economic engine of the region, is arguably the State's most important corridor. Investments in that corridor can be tied to the growth strategies for both pilot communities.

In New Haven, the protection of the New Haven rail yard and Union Station, the reconstruction of the downtown crossing to re-establish linkages between the station and downtown and the construction of new amenities at Union Station include hundreds of millions of dollars being spent in support of mass transit improvements and TOD as the local economic engine for the community. The pilot in New Haven builds off of the LetsGO CT investments being made in New Haven to build long-term economic prosperity in New Haven. The investments in New Haven will be measured in new economic development outside the flood plain, increased ridership in New Haven, new residential growth and new affordable housing starts in the Union Station district.

Bridgeport similarly is building around its downtown and reshaping its communities to connect to downtown Bridgeport and to a new station at Barnum Station. Communities that have been cut off from the downtown will be reconnected to the center, creating new economic opportunity, new residential growth and increased ridership. Investments in the new station in Barnum are being coupled

with relocations of residential properties in high risk locations to reshape land use patterns while encourage reinvestment in the City. These programs, which are connecting the priorities of multiple agencies, illustrate the new sense of integration towards meeting resilience policy fostered by the creation of SAFR.

**Lessons Learned - Resilient Corridors.** A second critical mission element of the SAFR resilience strategy is Resilient Corridors. Both pilot communities are building resilient corridors that are designed to alter the approach to development in flood plain areas in dense urban conditions where the flood plain extends deep into downtown areas. By raising corridors and not just protection the edge, a new paradigm for development is being established in both Bridgeport and New Haven. These raised streets set a new datum for future development outside the flood plain, encourage new growth in communities that otherwise would be seeing a downward cycle in investment and set the groundwork for meaningful long-term community rebuilding. These corridors will be measured in the number of raised street corridors constructed and also in the number of new developments these raised corridors foster. Additional measurable actions include the use of new technologies to recreate the urban condition and attract new investment. Multiple state programs are being scrutinized to support these corridors, from the CTDOT Complete Streets guidelines to DEEP's Green Streets program, new guidelines for how streets can be rebuilt to enhance mobility, connectivity, pedestrianization, stormwater management and increased natural elements are being considered. Local planning and investments are following suit with increased bikeway and green corridor planning and implementation that will feed these "green" corridors. For example, in Bridgeport, the CMAQ funded \*\*\*\*\* trail which was designed to extend to South End can now be incorporated into the raised street connecting South End to the downtown Bridgeport and the Amtrak station. In New Haven, plans for the historic Vision Trail can now be extended along the raised corridor in Long Wharf that will also protect the New Haven Rail Yard and

Station. The synergies between raised corridors and green street plans will result in the creation of new amenities that will enhance living conditions and attract new investment while decreasing risk.

Measurables in this category would include new lane miles of green streets developed, new linear feet of bikeway and trailway construction and new economic investment along these corridors.

**Energy corridors.** Corridors come in all shapes and sizes. An example of a critical resilient corridor can be an infrastructure corridor or an energy corridor. Energy resiliency is critical to the future economy of Connecticut. The State has developed a MicroGrid program to support the development of locally protected energy sources to support communities in times of need and reduce our reliance on the grid. The State has dedicated an additional \$15M to the Microgrid Pilot Program. Two of the initial projects will benefit Bridgeport and Fairfield, communities heavily impacted by Sandy. The Bridgeport project will help prevent critical infrastructure (City Hall, Police Headquarters, and Senior Center) from going offline during major events. The Fairfield Public Safety Microgrid project will benefit the town's emergency operation center, fire department headquarters, police station, a cell tower and the homeless shelter at Operation Hope.

**Exhibit G.b. Legislative Action – Green Infrastructure Fund Coordination.** The State of Connecticut recognizes that significant advancements are being made in local major and minor street (re)development. These improvements can be factored into both resilient TOD and resilient corridor priority strategies established in SAFR's resilience plan. In order to catalyze the development of streets that increase stormwater detention and advance multi-modal and pedestrianization goals, the state must establish new guidelines for street construction that will serve as the guidance for street reconstruction projects throughout the state to promote greater resilience. As part of the HUD NDRC effort, CTDOT and DEEP are collaborating to take the best practices of CTDOT Complete Streets guidance and

DEEP's Green Infrastructure program to PILOT new "green" street strategies in our two pilot communities that will serve as pilot implementation projects to set the bar for the development of a comprehensive "resilient street" guidelines to be produced by SAFR. The state is committed to providing \$2 million in funding from the DOT LetsGoCT budget and DEEP Green Infrastructure budget to both establish new standards and implement the Bridgeport and New Haven pilots. This partnership, established by SAFR as the first multi-agency resilient guideline initiative should establish clear criteria and specific design approaches to garner approvals and permits to construct resilient streets in the State of Connecticut.

Effective Date of Action – by Spring of 2017

Measurable Outcomes: establishment and roll-out of a new set of resilient guidelines for streets, miles of new resilient streets built on an annual basis based upon the new guidelines, and the amount of reduced stormwater runoff created from these revised street designs.

Key Milestones: (1) SAFR coordination of agency effort – development of agency priorities and timeline; (2) develop initial guidelines and select approach to innovative implementation for one street in Bridgeport and one street in New Haven.

**Exhibit G.c. Raising Standards - Improving the built environment.** One year after Sandy, the Shore Up CT program was created and supported with \$25 million in bond funds. Shore Up CT, administered by CT DOH, helps property owners located in flood zones VE or AE finance or refinance property elevations and retrofits for flood and wind proofing. Eligible properties include those not otherwise eligible for assistance programs such as second homes, commercial properties, and owner-occupied multifamily units. The program elevates all residential properties higher than the minimum

standard to the 500-year flood height +1' which adds 3' of protection on average. Shore Up Ct's goal is to complete 20 loans in the first 12 months. (NEED AN UPDATE ON STATUS) Applications correlate well with the areas hit hardest by Sandy, which demonstrates that the program is reaching target areas. As the average loan is approximately \$125,000, the initial \$25 million investment has the potential to improve around 200 homes. The program is a revolving loan fund so it can assist homeowners well into the future.

Measurable Impact: Number of homes improved.

**Easements.** In areas impacted by Irene and Sandy, some residents have chosen to relocate outside of the floodplain. In the Old Field Creek area of West Haven, floodplain easements will be acquired on 33 properties through the Natural Resources Conservation Service Emergency Watershed Protection Program. The easements will be converted to open space in perpetuity and will prevent future damages and risks to public safety and improve critical habitat. As the program continues, measurable outcomes will include the number of acres of open space in the flood plain removed from development and the number of residents and businesses that are effectively moved to high ground, preserving open space, creating new public amenities and continuing the growth of the local economy while reducing risk.

**Building codes.** Several local communities have enacted regulations providing an additional safety margin for vulnerable structures. Darien, Greenwich, Stamford, and our pilot community of New Haven all require an additional foot of freeboard for all new residential, non-residential, and manufactured homes in the VE, A, AE flood hazard zones. Stratford requires an additional foot for structures in the VE zone. Our other pilot community, Bridgeport, recently added additional amended zoning regulations to facilitate building to new elevations. These communities have set the bar for local and statewide zoning and building code standards conducive to risk avoidance. SAFR will monitor these local measures and support future rezoning and building code modifications to respond to sea

level rise. In both Bridgeport and New Haven, the raising of streets will set new datum for future development by lifting the public infrastructure that supports new development. This pilot will “open the door” for other street raising pilots to structure opportunities for development in denser communities where relocation may not be viable. A measurable outcome of these code changes and street raisings will be the total number of buildings that are taken out of the flood zone through enacting legislation and the economic value of new developments outside the flood zone.

**Floodplain management.** Connecticut's Flood Management statutes extend beyond FEMA’s requirements. All activities must comply with the requirements of CGS 25-68d(b) and Section 25-68h-1, and through 25-68h-3 of the Regulations of CT State Agencies, and this includes any projects using public funding (whether state actions or federal passed through a state agency). Any activity within the floodplain must be in compliance with the National Flood Insurance Program (NFIP). All critical facilities must be elevated 1’ above the 500-year flood elevation. Furthermore, proposals must promote long-term non-intensive floodplain uses and have utilities located to discourage floodplain development. The Connecticut Coastal Management statutes seek to ensure that coastal development protects natural resources like living shorelines, minimizes risks to life and property, and minimizes shoreline armoring.

**Exhibit G.c. Raising Standards - Commitment to Research and Planning.** SAFR member DEEP established Connecticut Institute for Resilience & Climate Adaptation (CIRCA) as a not-for-profit (UConn) arm to research future sea-level rise impact scenarios and assess how the impacts of climate change will affect the future growth of the State. In the next stage of the growth, CIRCA will expand its research to forecast SLR impacts in CT to provide necessary targets for the development of protection



measures that will be used in the designs of our pilot communities. Outcomes of this effort will be the monies saved in planning, design and construction by having clear and accepted SLR targets.

**Exhibit G.c Raising Standards** – In Bridgeport and New Haven, as part of the street raising design pilots, new design standards for buildings to meet raised roadways will be developed to enable new development to react to and work with the new development datums established in these communities.

Effective Date: Design Standards will be developed in concert with pilot projects with a projected completion by Spring of 2017.

Measurable Impacts: New residential and commercial redevelopment project realize by establishment of new development datum. New raised road projects enact in State of Connecticut to respond to SLR and new FEMA flood plain calculations.

**Exhibit G.d. Resilience Actions related to plan updates or alignments.** CIRCA will organize and implement plans in each of the nine municipalities in our target region (Fairfield and New Haven counties) to develop short-term and long-term resilience strategies tailored to each community. These plans will be informed by research undertaken by SAFR to establish clear protection targets for coastal flooding. These plans will coordinate resilience actions with new programs and existing modified programs established to support SAFR’s resilience mission, thereby coordinating the expenditures of funds to promote resilience across the region and the State. These new plans will follow upon the planning effort taken for the pilot communities, establishing a local advisory committee to shepherd the plan, identifying all “shocks” and “stresses” impacting the community and developing strategies that break down institutional silos and solve for economic, social and environmental challenges facing the

community. Coordinated through CIRCA, these plans will “network” across the region to coordinate resiliency measures between communities, build off of lessons learned from initial studies and develop actionable projects that can be implemented using the funds dedicated in the State to support resilience actions. The outcomes of this effort will be the growth of the staff of CIRCA, the number of communities that advance through the planning program and the total funds expended to plan, design and implement resilient measures in keeping with SAFR’s resilience mission.

Timeline for Implementation: Resilience plans will be developed between January of 2016 and October of 2017

Measurable Outcomes: Each municipality will be required to develop a resilience plan with specific implementation projects and local policy initiatives outlined. Measurable outcomes will include total funding dedicated to the implementation of resilience measures from State and local programs.

**Exhibit G.e. Resilience Actions related to financing and economic issues.**

**Measuring success.** Project-specific metrics will be developed for each program component in Phase 2. These metrics are likely to include: the increased number of affordable housing units created outside of flood zones or benefiting from mitigation measures; the increased number of housing units and amount of commercial building space built or renovated within a half mile of a rail or bus station; the increased number of property owners with access to affordable financing for mitigation measures; the increased number of towns participating in the Community Rating System; the increased capacity of green infrastructure to manage surface run-off; the reduction in the number of households with limited egress from their homes during times of flooding; and reduction in the number (or value) of properties exposed to flood risk.