

AGENDA
CITY COUNCIL MEETING
MONDAY, NOVEMBER 2, 2015

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 5, 2015

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *192-14 Public Safety and Transportation Committee Report re: Resolution regarding the Discontinuance of a Portion of Hancock Avenue, Railroad Avenue and Howard Avenue.
- *186-14 Contracts Committee Report re: Agreement with LIUNA, Local 200 regarding the Terms and Conditions of Employment for their Membership.
- *195-14 Contracts Committee Report re: Solar Power and System Site Agreements with CEFIA Holdings, LLC regarding the Wonderland of Ice Facility.
- *173-14 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Mark Anthony Febres.
- *188-14 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Eleen Shepherd.
- *191-14 Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) to Pay Current Expenses and Obligations of the City.

MATTERS TO BE ACTED UPON:

- 183-14 Economic and Community Development and Environment Committee Report re: Resolution Authorizing an Affordable Housing Tax Incentive Agreement in Support of the Bridgeport Neighborhood Trust Redevelopment Project, Located at 515 West Avenue.
- 152-14 Miscellaneous Matters Committee Report re: Approval of a New Job Classification with NAGE Local RI-200 for Senior Housing Code Inspector/Enforcement Officer.

UNFINISHED BUSINESS:

- 185-14** Contracts Committee Report re: Agreement with Bridgeport City Supervisor's Association regarding the Terms and Conditions of Employment for their Membership.
- 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.
- 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 FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 2, 2015, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Beth Lazar 1241 Main Street, Apt. 728 Bridgeport, CT 06604	Against the extension of Seaview Avenue.
Ethan Book 144 Coleman Street Bridgeport, CT 06604	The unauthorized towing of Lincoln Town Car.
Bill Coleman, Director Neighborhood Development 999 Broad Street Bridgeport, CT 06604	BNT Mixed-Use Veterans Housing Development - 515 West Avenue and Thank-you to the Council.
Michael Jordan Jordan Electric 463 Connecticut Avenue Bridgeport, CT 06607	Economic Impact for Bridgeport Businesses – BNT Development.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	The City: strengthening our governance weaknesses.
Cory Bromley 45 Lyon Terrace Bridgeport, CT 06604	LIUNA Local 200 Tentative Agreement.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, NOVEMBER 2, 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:

- 130th District: Susan Brannelly, Enrique Torres
- 131st District: Denese Taylor-Moye, Jack O. Banta
- 132nd District: Patricia Swain, Robert Halstead
- 133rd District: Thomas McCarthy, Howard Austin
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Richard Salter
- 136th District: Jose Casco, Alfredo Castillo
- 137th District: Milta Feliciano
- 138th District: Michael Marella
- 139th District: James Holloway

RECEIVED
CITY CLERK'S OFFICE
2015 NOV - 9 P 2: 34
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 2, 2015, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Beth Lazar
1241 Main Street, Apt. 728
Bridgeport, CT 06604

Against the extension of Seaview Avenue.

Ms. Lazar came forward with approximately 10 other people and read the following statement into the record:

On October 19, 2015, the Bridgeport City Council passed a controversial Resolution (# 170-14) without any Public Hearing, debate or discussion. The Resolution was to use Bridgeport

taxpayers' money to fund the extension of Seaview Avenue up to and through 422 acre Remington Woods, which DuPont Corporation calls Lake Success Eco Park.

DuPont want to knock down Bridgeport's 422 acre Remington Woods and put up office buildings and a parking lot. To enable them to do this they need an access road. The Bridgeport City Council's vote on October 19 enabled DuPont to have an access road at the Bridgeport taxpayers' expense. It will cost Bridgeport Taxpayers a lot more than this initial payment in the long run because Bridgeport will also have to pay for maintenance of the road such as snow and pothole removal and lighting. Plus Bridgeport will have to pay for all the required infrastructure into the Woods such as gas, electric, water and sewage lines. It will cost Bridgeport taxpayers more in services than we will recoup in taxes by developing the Woods.

This is DuPont profiting at taxpayers' expense. This is Corporate Welfare! This is the Bridgeport City Council passing resolutions that are not in the best interest of Bridgeport residents.

Some politicians claim that knocking down the Woods and building office buildings will create jobs. Nearly 20 percent of all office buildings in Fairfield County are vacant. How are more empty office buildings going to create jobs? Existing vacant office buildings should be utilized instead of knocking down and destroying Remington Woods.

On October 19th, the City Council also passed Resolution 157-14 -- Loans for Funding Brownfield Remediation for Development. This, too, is controversial because there is no mechanism to collect on a defaulted loan. DuPont should NOT receive any of these funds in connection with Remington Woods because Remington Woods is not a brownfield, but an alive, green forest.

I, Friends of Remington Woods and hundreds of people who signed an online petition are for preserving Remington Woods. The loss of Remington Woods and the extension of Seaview Avenue would worsen air quality by increasing traffic and by destroying the air cleaning properties of trees. This added pollution and CO2 will contribute to the problems of climate change and high asthma rates in Bridgeport. Remington Woods is home to deer, foxes, the endangered box turtle, hundreds of birds and thousands of trees. If Remington Woods is destroyed, where will all these animals go to live? If Remington Woods is paved over with a road, it will cause flooding in the area when it rains.

The City Council should have never passed such a controversial resolution as the extension of Seaview Avenue without first holding a public hearing. At the very least, the City Council should discuss the issue before voting to commit Bridgeport taxpayers' money to fund a project that is detrimental to Bridgeport residents. The City Council should re-examine resolution 170-14, hold a public hearing and take a re-vote. Say NO to Corporate Welfare; Say NO to extending Seaview Avenue. Say YES to preserving Remington Woods.

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

The unauthorized towing of Lincoln Town Car.

Mr. Ethan Book came forward to speak about the unauthorized seizure of his Lincoln Town car in 2010. He reviewed the details and said that he believed the towing was intentional because there was no reason to believe the vehicle was stolen, the officer was told by a neighbor that the vehicle belonged to Mr. Book, there was documentation in the vehicle which identified him as the owner, the Connecticut State convention was two weeks later. He said that once the error was discovered, there was no attempt to return the vehicle. This is larceny. The City officials knew that they were wrong, but persistently continued in their error.

Bill Coleman, Director
Neighborhood Development
999 Broad Street
Bridgeport, CT 06604

BNT Mixed-Use Veterans Housing
Development - 515 West Avenue and
Thank-you to the Council.

Mr. William Coleman came forward with Ms. Liz Torres, the Bridgeport Neighborhood Trust (BNT) Executive Director, to speak about the West Avenue BNT project along with about 35 supporters. He reviewed the types of projects that had been done in the area. Having housing for the homeless is important and going vertical helps with the taxes. The Tax Abatement will only last for 20 years. Citibank will be buying the 8.6 million in Tax Credits. The contract has escalators included in it so there will be payments made.

Council Member Marella joined the meeting at 6:53 p.m.

Michael Jordan
Jordan Electric
463 Connecticut Avenue
Bridgeport, CT 06607

Economic Impact for Bridgeport
Businesses – BNT Development.

Mr. Michael Jordan came forward to speak about Bridgeport businesses. He said that he owns his own company in the East End. The BNT approached the NRZ and said that they would give the minority contractors to participate in the project. This is the first major housing project proposal for the East End in many, many years. He said that this was a win/win situation for Bridgeport. Anything that will ease his tax burden is a good thing. It will stabilize the East End corridor by West Avenue. He also reminded everyone that the City will start to reactive tax payments. If the City doesn't approve, what will take its place? There are many businesses that will not have an increase in their business. He said that he was excited about working on this project and wanted to keep the momentum going and keep people working.

Council Member L. Martinez joined the meeting at 6:55 p.m.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

The City: strengthening our governance
weaknesses.

President McCarthy, Members of the Council and Bridgeport voters and taxpayers: This is the last time I will address this sitting group. Tomorrow brings Election Day. Much attention has been on the Mayoral race, but the face of this body, representing all the people, will change as well.

Five years ago I had fiscal concerns and began raising them. I focused on Pension Plan A that provides monthly income to public safety retirees at \$30 Million annually with withdrawals from a fund created in 2000 when \$350 Million was borrowed to be invested by the City. By 2030 more than \$800 million will have been paid. However there is less than \$100 Million of investment in the fund today. Police and Fire budgets are spending more than \$30 Million annually as repayment of Pension Bonds for fifteen more years. When the investments run out taxpayers will have the retirement income payments to fund in addition to the Pension Bond payments. Have you been a Watchdog in that process?

My attention moved to the Budget and Appropriations Committee where the Charter called for monthly reports of revenues, expenses and variances but you were receiving only 11 months of reports. Finally in 2012 the City lived up to its responsibility of showing 12 months but marked the report DRAFT. No final report until 2013 when for the first time in over two decades someone might have a 12 month view. However, in terms of monitoring, the 85 page report was cumbersome and provided more info than you require. We have advocated for an executive level report that might be useful when you looked for variances or wished to compare what trends occur over several years. Last month a 25 page finance report hit your desks. The narrative, column and headings and vacant variances need more work. Where are your Watchdog requests to improve this report to provide diligent and intelligent oversight monthly? Five member of that Committee depart. Is anyone concerned? Why is this Operating Budget report not available on the City web site by the fourth Friday of a following month for taxpayers to view?

I looked at Ordinances on Purchasing and found NO Annual Purchasing report, nor was there a triennial audit as you directed. Was it only because an internal auditor was terminated 7 years ago and no one had taken up the responsibility? Perhaps a new Ordinance Committee might see if there are other Ordinances that need work from attentive Watchdogs? Another Ordinance item refers to the City Council stipends. I believe that you have moved to a debit card system in recent years that is not authorized by the existing and unchanged Ordinance that calls for "reimbursements" of Council related expenses. Is this housework that needs attention? Can the public look at the Stipend reports? If not, why not? Trust is built slowly through Open, Accountable and Transparent governance. Are you providing that to the public today?

During the last two years I have studied the Net Taxable Grand List, revaluation process, and City control of property it owns. Would it surprise you to know that last week the City attempted to sell property it did not own; or that another property, previously owned by the City, then sold to a tax lien auction was returned by a quit claim procedure back to the City, but the City did not know about it until they were shown the deed many months later. Who is minding the store? Are our most basic records accurate and trustworthy? Are the most vital audits reported on the City website or kept from public view?

Finally what of the activity of very important committees like the City Hall Committee (that handles City property), the School Building Committee (that has \$700 Million of Capital funding in the Finch terms), the Pension Plan A Committee and others.....where are these missions promoted, their meeting agendas posted and minutes made available by modern technology?? Where are the elected City watchdogs who will see that “secret governance” becomes more public? Time will tell.

Cory Bromley
45 Lyon Terrace
Bridgeport, CT 06604

LIUNA Local 200 Tentative Agreement.

Ms. Cory Bromley came forward to speak about the LIUNA Contract and gave some background on the union, which are 89 members strong. The contract is on the Council agenda for approval. The average salary range is between \$30,000 to \$79,000 and the LIUNA union members have given back to the City. The cost of insurance has increased, but there have been significant give backs to the City. The Union has not gotten a Cost of living raise and has been supportive of the City. She said that she had heard that the LIUNA contract may not pass because of issues with the Supervisor's Union, which is separate from LIUNA. She urged the Council to support the members of LIUNA who have consistently supported the City and stepped up to the plate when asked to by the administration.

ADJOURNMENT

Council President McCarthy adjourned the public speaking portion of the meeting at 7:04 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, NOVEMBER 2, 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 7:15 p.m.

PRAYER

Mayor Finch then requested a member of the audience to lead those present in prayer.

At the conclusion of the Pledge, Mayor Finch asked the audience to remain standing for a moment of silence contemplation for Prophetess Gerry Claytor, who was gravely ill and in the hospital.

PLEDGE OF ALLEGIANCE

Mayor Finch then requested Ms. Joanne Rosseni to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

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

A quorum was present.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 5, 2015:

**** COUNCIL MEMBER MARELLA MOVED THE MINUTES OF OCTOBER 5, 2015.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF OCTOBER 5, 2015 AS SUBMITTED PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***192-14 Public Safety and Transportation Committee Report re: Resolution regarding the Discontinuance of a Portion of Hancock Avenue, Railroad Avenue and Howard Avenue.**

***186-14 Contracts Committee Report re: Agreement with LIUNA, Local 200 regarding the Terms and Conditions of Employment for their Membership.**

***195-14 Contracts Committee Report re: Solar Power and System Site Agreements with CEFIA Holdings, LLC regarding the Wonderland of Ice Facility.**

***173-14 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Mark Anthony Febres.**

***188-14 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Eleen Shepherd.**

***191-14 Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) to Pay Current Expenses and Obligations of the City.**

Mayor Finch then asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Feliciano requested that Agenda Items 186-14; 195-14; 173-14; 188-14; and 191-14 be removed from the Consent Agenda. City Clerk Hudson then read the revised Consent Agenda into the record.

**** COUNCIL MEMBER BRANNELLY MOVED THE FOLLOWING ITEM:**

***192-14 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE DISCONTINUANCE OF A PORTION OF HANCOCK AVENUE, RAILROAD AVENUE AND HOWARD AVENUE.**

**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

186-14 Contracts Committee Report re: Agreement with LIUNA, Local 200 regarding the Terms and Conditions of Employment for their Membership.

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE
186-14 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH LIUNA,
LOCAL 200 REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR
THEIR MEMBERSHIP.**

**** COUNCIL MEMBER MARELLA SECONDED.**

**** COUNCIL MEMBER E. MARTINEZ MOVED TO TABLE AGENDA ITEM 186-14
CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH LIUNA, LOCAL 200
REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR
MEMBERSHIP.**

**** COUNCIL MEMBER SALTER SECONDED.**

A Roll Call vote was requested.

**** THE MOTION TO TABLE FAILED WITH SEVEN (7) IN FAVOR (MCBRIDE-LEE,
SALTER, CASCO, CASTILLO, E. MARTINEZ AND HOLLOWAY) AND TWELVE (12)
AGAINST (BRANNELLY, TORRES, BANTA, TAYLOR-MOYE, HALSTEAD, SWAIN,
MCCARTHY, AUSTIN, VIZZO-PANICCIA, L. MARTINEZ, MARELLA, AND
JACKSON) AND ONE (1) ABSTENTION.**

The Council then voted on the original motion.

**** THE MOTION TO APPROVE AGENDA ITEM 186-14 CONTRACTS COMMITTEE
REPORT RE: AGREEMENT WITH LIUNA, LOCAL 200 REGARDING THE TERMS
AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP PASSED WITH
NINETEEN (19) IN FAVOR (BRANNELLY, TORRES, BANTA, TAYLOR-MOYE,
HALSTEAD, SWAIN, MCCARTHY, AUSTIN, LYONS, VIZZO-PANICCIA, MCBRIDE-
LEE, SALTER, CASCO, CASTILLO, L. MARTINEZ, JACKSON, MARELLA, E.
MARTINEZ AND HOLLOWAY) AND ONE (1) ABSTENTION (FELICIANO).**

**195-14 Contracts Committee Report re: Solar Power and System Site Agreements with
CEFIA Holdings, LLC regarding the Wonderland of Ice Facility.**

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE AGENDA ITEM
195-14 CONTRACTS COMMITTEE REPORT RE: SOLAR POWER AND SYSTEM
SITE AGREEMENTS WITH CEFIA HOLDINGS, LLC REGARDING THE
WONDERLAND OF ICE FACILITY.**

**** COUNCIL MEMBER MARELLA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**173-14 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation
with Mark Anthony Febres.**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AGENDA ITEM
173-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT
OF PENDING LITIGATION WITH MARK ANTHONY FEBRES.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

188-14 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Eleen Shepherd.

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE AGENDA ITEM 188-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH ELEEN SHEPHERD.**

**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

191-14 Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) to Pay Current Expenses and Obligations of the City.

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE AGENDA ITEM 191-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF TAX ANTICIPATION NOTES (TANS) TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY.**

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

**** COUNCIL MEMBER SWAIN MOVED TO TABLE AGENDA ITEM 191-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF TAX ANTICIPATION NOTES (TANS) TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY.**

**** COUNCIL MEMBER LYONS SECONDED.**

A Roll Call Vote was requested.

**** THE MOTION TO TABLE PASSED WITH TWELVE (12) IN FAVOR (TORRES, HALSTEAD, SWAIN, LYONS, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, FELICIANO, JACKSON, E. MARTINEZ AND HOLLOWAY) AND EIGHT (8) AGAINST (BRANNELLY, BANTA, TAYLOR-MOYE, MCCARTHY, AUSTIN, VIZZO-PANICCIA, L. MARTINEZ, AND MARELLA).**

MATTERS TO BE ACTED UPON:

183-14 Economic and Community Development and Environment Committee Report re: Resolution Authorizing an Affordable Housing Tax Incentive Agreement in Support of the Bridgeport Neighborhood Trust Redevelopment Project, Located at 515 West Avenue.

**** COUNCIL PRESIDENT MCCARTHY MOVED TO APPROVE AGENDA ITEM 183-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE AGREEMENT IN SUPPORT OF THE BRIDGEPORT**

NEIGHBORHOOD TRUST REDEVELOPMENT PROJECT, LOCATED AT 515 WEST AVENUE.

**** COUNCIL MEMBER BRANNELLY SECONDED.**

Council Member Holloway said that all of a sudden individuals are saying that this or that legislation needed to be passed. He said that there had been a meeting where the minority contractors had been invited to meet to learn how minority contractors could bid on the City projects. During the campaign, he saw houses that had been empty because of the taxes and the mortgages. Between the taxes and the mortgages, people cannot afford to live in Bridgeport. After seeing all the vacant houses around, Council Member Holloway said he can't vote for this item in good conscious and give a 20 year tax abatement while other people are losing their homes. He related a story about a woman who was widowed but could no longer afford to live in Bridgeport. People are having foreclosures happen every day. It is important to represent everyone in Bridgeport.

**** COUNCIL MEMBER LYONS MOVED TO TABLE AGENDA ITEM 183-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE AGREEMENT IN SUPPORT OF THE BRIDGEPORT NEIGHBORHOOD TRUST REDEVELOPMENT PROJECT, LOCATED AT 515 WEST AVENUE.**

**** COUNCIL MEMBER HALSTEAD SECONDED.**

A Roll Call Vote was requested.

**** THE MOTION TO TABLE PASSED WITH TEN (10) IN FAVOR (TORRES, HALSTEAD, LYONS, MCBRIDE-LEE, SALTER, CASTILLO, FELICIANO, JACKSON, E. MARTINEZ AND HOLLOWAY) AND EIGHT (8) AGAINST (BRANNELLY, BANTA, TAYLOR-MOYE, SWAIN, MCCARTHY, AUSTIN, VIZZO-PANICCIA, L. MARTINEZ, AND MARELLA) AND ONE (1) ABSTENTION (CASCO).**

152-14 Miscellaneous Matters Committee Report re: Approval of a New Job Classification with NAGE Local RI-200 for Senior Housing Code Inspector/Enforcement Officer.

**** COUNCIL MEMBER E. MARTINEZ MOVED TO TABLE AGENDA ITEM 152-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPROVAL OF A NEW JOB CLASSIFICATION WITH NAGE LOCAL RI-200 FOR SENIOR HOUSING CODE INSPECTOR/ENFORCEMENT OFFICER.**

**** COUNCIL MEMBER SALTER SECONDED.**

**** THE MOTION TO TABLE PASSED WITH TEN (10) IN FAVOR (TORRES, HALSTEAD, LYONS, MCBRIDE-LEE, SALTER, CASTILLO, FELICIANO, JACKSON, E. MARTINEZ AND HOLLOWAY) AND EIGHT (8) AGAINST (BRANNELLY, BANTA, TAYLOR-MOYE, SWAIN, MCCARTHY, AUSTIN, VIZZO-PANICCIA, L. MARTINEZ, AND MARELLA) AND ONE (1) ABSTENTION (CASCO).**

UNFINISHED BUSINESS:

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 FELICIANO 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 E. MARTINEZ SECONDED.**

A Roll Call Vote was requested.

**** THE MOTION TO TABLE PASSED WITH ELEVEN (11) IN FAVOR (TORRES, HALSTEAD, SWAIN, LYONS, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, FELICIANO, JACKSON AND E. MARTINEZ) AND SEVEN (7) AGAINST (BRANNELLY, BANTA, TAYLOR-MOYE, AUSTIN, VIZZO-PANICCIA, L. MARTINEZ, AND MARELLA) AND TWO (2) ABSTENTIONS (MCCARTHY AND HOLLOWAY).**

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 LYONS 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 E. MARTINEZ SECONDED.**

A Roll Call Vote was requested.

**** THE MOTION TO TABLE PASSED WITH TWELVE (12) IN FAVOR (TORRES, HALSTEAD, SWAIN, LYONS, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, FELICIANO, JACKSON, E. MARTINEZ AND HOLLOWAY) AND EIGHT (8) AGAINST (BRANNELLY, BANTA, TAYLOR-MOYE, MCCARTHY, AUSTIN, VIZZO-PANICCIA, L. MARTINEZ, AND MARELLA.)**

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 PRESIDENT MCCARTHY MOVED TO APPROVE 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 BRANNELLY SECONDED.**

**** COUNCIL MEMBER FELICIANO 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 E. MARTINEZ SECONDED.**

A Roll Call Vote was requested.

**** THE MOTION TO TABLE FAILED TO PASS WITH NINE (9) IN FAVOR (TORRES, LYONS, MCBRIDE-LEE, SALTER, CASTILLO, FELICIANO, JACKSON, E. MARTINEZ AND HOLLOWAY) AND ELEVEN (11) AGAINST (BRANNELLY, BANTA, TAYLOR-MOYE, HALSTEAD, SWAIN, MCCARTHY, AUSTIN, VIZZO-PANICCIA, L. MARTINEZ, CASCO, AND MARELLA.)**

The Council then voted on the original motion.

**** THE MOTION TO APPROVE 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 PASSED UNANIMOUSLY.**

Council President McCarthy asked for a point of personal privilege. He then explained that if the TANs were not approved, the City would not have the cash to continue to operate after November 24th. He requested that the item be removed from the table and reconsidered.

Council Member Holloway said that too was Council President McCarthy's job to be on top of these things. He said that Council President McCarthy should have come to the Council to explain the impact of this to the Council Members. Council President McCarthy replied that a motion to table takes precedence over everything else.

Council Member Swain said that in the Budget & Appropriations meeting it was put to the committee that this was to help the incoming Finance Director with the cash flow. She added

that the minutes did not include any mention of the fact that the City would run out of cash in November.

Council Member Brannelly asked Ms. Kelly-Lenz to come forward to speak. Mayor Finch said that this could not be debated without a motion to reconsider.

**** COUNCIL MEMBER SWAIN MOVED TO RECONSIDER AGENDA ITEM 191-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF TAX ANTICIPATION NOTES (TANS) TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

A question was raised as to whether Council Member Brannelly could second the motion to reconsider. Attorney Anastasi said that she could.

Mayor Finch said that the Council had never debated the need for TANs before and noted that in the past, the City Council had approved the use of TANs both in the spring and fall. This year, the Finance Department only requested the TANs in the fall.

Council Member Austin left the meeting at 8:03 p.m.

Council Member E. Martinez said that a 2/3rd vote was needed to suspend the rules. City Attorney Anastasi said that this was not a suspension of the rules, but a reconsideration of a vote.

Ms. Kelly-Lenz came forward and said that the TANs have been done for the last 7 years. These are Tax Anticipation Notes to ensure that there was sufficient cash flow for the City until the next tax date arrives. In the past the City needed to take out two TANs a year, but now the City is monitoring the cash flow much more carefully. This will affect not only the payroll, but also debt service.

Council Member Brannelly then read a quote from the October 26, 2015 Budget and Appropriation Minutes as follows:

Ms. Kelly-Lenz pointed out that the City did not have to borrow in the spring as they have in the past. She then explained how the TANS work and why the City needs to do them. Because of the significant debt service payment coming in January, she felt that it was good to have the funds available. There is also the change of administration coming up and she is not in office, the newcomers might not be aware of the cash flow pattern.

Mr. Stafstrom then explained why the Committee was being requested to authorize this TAN.

Ms. Kelly-Lenz said that the City had a Triple A rating on the short term loans. Mr. Stafstrom said that Ms. Kelly-Lenz has done an incredible job in reducing the amount the City needs to borrow, but the bond agency monitors to insure the City does not borrow

more than it should. He added that the City would run out of cash in the third week in November unless the bonds are sold.

Council Member Swain asked about the tax collection process. Ms. Kelly-Lenz explained that mortgage companies often don't pay until the very last moment, and sometimes the end of the fiscal year is on a week-end and that means the residents can pay on the first business day following that. This way, the incoming Finance Director will have the funds available.

Ms. Kelly-Lenz then gave an overview of why TANs were needed.

Council Member Salter said that he had been told that if the department when the budget cut, then the departments would find the money. Ms. Kelly-Lenz said that this was about the payroll for the police, fire, BOE and all the other departments along with the debt service.

Council Member Holloway repeated his earlier statement that it was Council President McCarthy's job to inform the Council Members that this resolution needed to be passed. He said that he was a constituent. It is wrong to come to the Council Members after the vote, and tell them to support the measure. Council President McCarthy only has himself to blame for this problem. Council President McCarthy replied that he would not blame himself. Council Member Brannelly added that no one had any idea that it would be tabled.

Council Member McBride-Lee then said that she agreed with Council Member Holloway and the Council Members should have been informed about how important this item was. There have been items passed that Council Member McBride-Lee did not agree with.

Council Member Marella said that he believed that there was a misunderstanding. This was not something being added to the budget, but it was a cash flow issue. Either the City employees would be laid off or the City would have to find the money someplace, but there is no money. This is about cash flow.

Council Member Feliciano said that she was at the Budget & Appropriations meeting and mentioned an email about the TANs. The Budget & Appropriations Committee should have been told about this months ago. This was irresponsible.

Ms. Kelly-Lenz said that she had reduced the amount of borrowing from 95 million to 50 million and that she had been able to manage without asking for a TAN in the spring.

Council Member Torres asked how long this was known about. Ms. Kelly-Lenz said that it was about 2 weeks. Council Member Torres said that this was a shell game that has been going on for a long time and he was angry about how her staff has been withholding the information. Ms. Kelly-Lenz said that she was offended by that accusation. Council Member Torres said that he had the floor. He said that he had no idea whether what she was saying was true. He wished to know why wasn't a special meeting called before the last second. Either way, the Council is being played as a fool.

Council Member Taylor-Moye thanked Ms. Kelly-Lenz and said that this would affect the City and its employees. The Council is supposed to be representing all the residents. She said that she was not going to vote against something that would harm the City. The Council Members know what is right and wrong.

Council Member Swain said that the reason for the TANs was much clearer to her now. She said that she did not remember the conversation that was recorded in the minutes.

Council Member L. Martinez said that she remembers the days when the Council was present until late at night. She said that she would like to respect everyone.

Council Member Halstead said that he appreciated the candor and passion but also thought that Ms. Kelly-Lenz had done her job.

Council Member Lyons said that she had not said too much during the conversation. One issue was due to the Council itself. Regarding the tax abatement when the people say they don't know where the funds are coming from. The Council should have more respect for the issues. She said that this obviously was a top priority.

Council Member Feliciano said that she wanted to state every time the Council is here, there are deadlines that have to be met. The Council needs to stop this. The Council Members are being asked to pass something like this without all the information.

Council Member Feliciano asked if Ms. Kelly-Lenz could provide the Council Members with the information for the need for borrowing. Council Member Feliciano said that half the time she didn't come to the meetings. Ms. Kelly-Lenz said that she and Mr. Sherwood alternate attending the meetings.

Mayor Finch asked if a special meeting would be possible. Council President McCarthy said that a special meeting was possible, but once it is approved, then the Bond Counsel has to sell the bonds, which may take time. This is why the item is so important. He said that this request had followed the process and was not unusual. Ms. Kelly-Lenz said that once they request to borrow, the City has to prove that they have a need for the funds. There is accountability for the money.

Council Member E. Martinez said she wanted to call the question. The Mayor announced that the vote would be on whether to reconsider Agenda Item 191-14.

**** THE MOTION TO RECONSIDER AGENDA ITEM 191-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF TAX ANTICIPATION NOTES (TANS) TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY PASSED WITH SIXTEEN (16) IN FAVOR (BRANNELLY, TORRES, BANTA, TAYLOR-MOYE, HALSTEAD, SWAIN, MCCARTHY, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, MARELLA, JACKSON, AND E. MARTINEZ) AND TWO (2) AGAINST (FELICIANO AND HOLLOWAY).**

The Mayor then stated that the next vote would be on Agenda Item 191-14.

**** COUNCIL PRESIDENT MCCARTHY MOVED TO APPROVE AGENDA ITEM 191-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF TAX ANTICIPATION NOTES (TANS) TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

Council Member Holloway said that the Council Members represent districts where the residents complain about their recycling not being picked up or going to the Tax Office and saying the line was too long. He repeated that this should have been brought to all the Council Members before the Council Meeting.

Council President McCarthy repeated that in the instance, a special meeting will not be possible because it needs to be approved on November 4th so the bonds could be sold in time.

Mayor Finch said that the Council had never turned down any of his requests for support. This issue of TANS has become mundane. He pointed out that Ms. Kelly-Lenz has worked very hard to improve the City's credit rating and reduce the debt. This apparently has become political issue. He said that he never brought anything to the City that wasn't in the best interest of the City. He added that Ms. Kelly-Lenz would be going into a bigger job because of her excellent job here in the City. There was apparently a mix up in understanding about the difference between the Budget and Finance. The budget is set, but this is just cash management. He urged the Council to keep this civil. Ms. Kelly-Lenz is trying to do the best for the City and to make sure the police, fire and various other employees receive their pay.

Council Member Halstead said that he did not think things were going that well in the City.

Council Member Feliciano said that she had one more comment. She did not think this was about the election. She repeated that the Council was uninformed and had nothing to do with the management. Council Member Feliciano asked if there was a way to reduce the spending to get to November 24th. Ms. Kelly-Lenz said that it would shut down the payroll. Council Member Feliciano said that she understood this, but wanted to know if there were other expenses that could be reduced. Ms. Kelly-Lenz said there wasn't.

**** THE MOTION TO APPROVE AGENDA ITEM 191-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF TAX ANTICIPATION NOTES (TANS) TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY PASSED WITH SIXTEEN (16) IN FAVOR (BRANNELLY, TORRES, BANTA, TAYLOR-MOYE, HALSTEAD, SWAIN, MCCARTHY, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, MARELLA, JACKSON, AND E. MARTINEZ) AND TWO (2) AGAINST (FELICIANO AND HOLLOWAY).**

Council President McCarthy then requested that the Mayor and the City Clerk come forward to be presented with certificates of appreciation. Council President McCarthy then presented Mayor Finch with a certificate of appreciation from the Council.

Council President McCarthy said that Ms Hudson had served for 44 years and had been the longest record of service in the State. He presented her with a certificate of appreciation from the Council and Assistant City Clerk; Frances Ortiz presented Ms. Hudson with flowers.

ADJOURNMENT

**** COUNCIL MEMBER HOLLOWAY MOVED TO ADJOURN.**

**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:12 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

Item# *192-14 Consent Calendar

Street Discontinuance of Portions of Hancock Avenue, Railroad Avenue and Howard Avenue.



**Report
of
Committee
on
Public Safety and Transportation**

Submitted: November 2, 2015

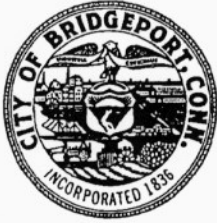
Adopted: _____

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:

***192-14 Consent Calendar**

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.




Report of Committee on Public Safety and Transportation
*192-14 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




Alfredo Castillo




Melanie Jackson

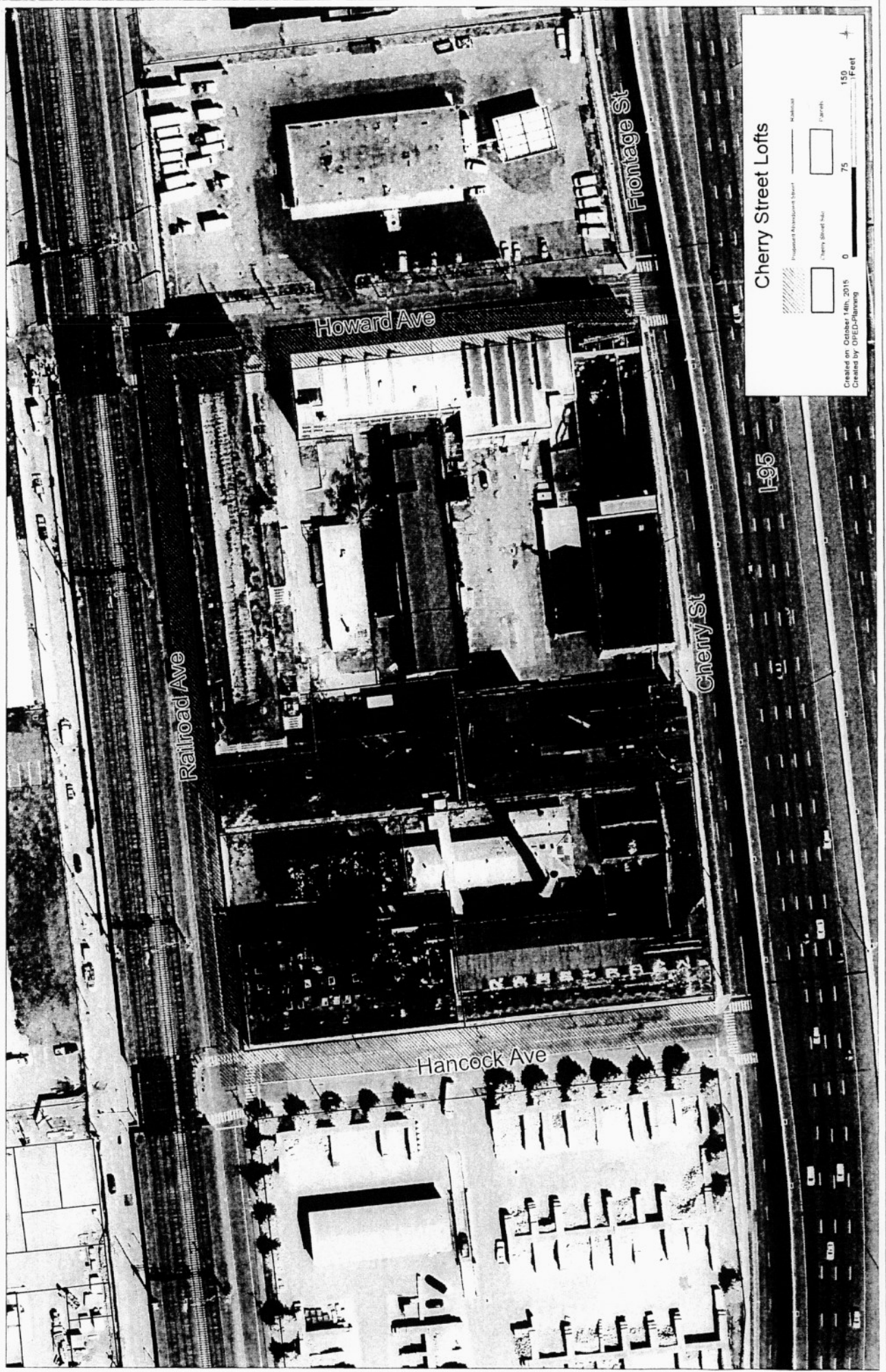
Richard D. Salter, Sr.



Eneida L. Martinez



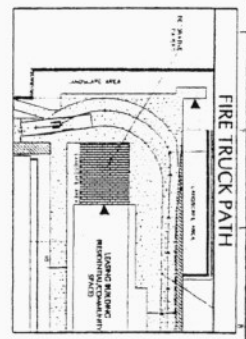
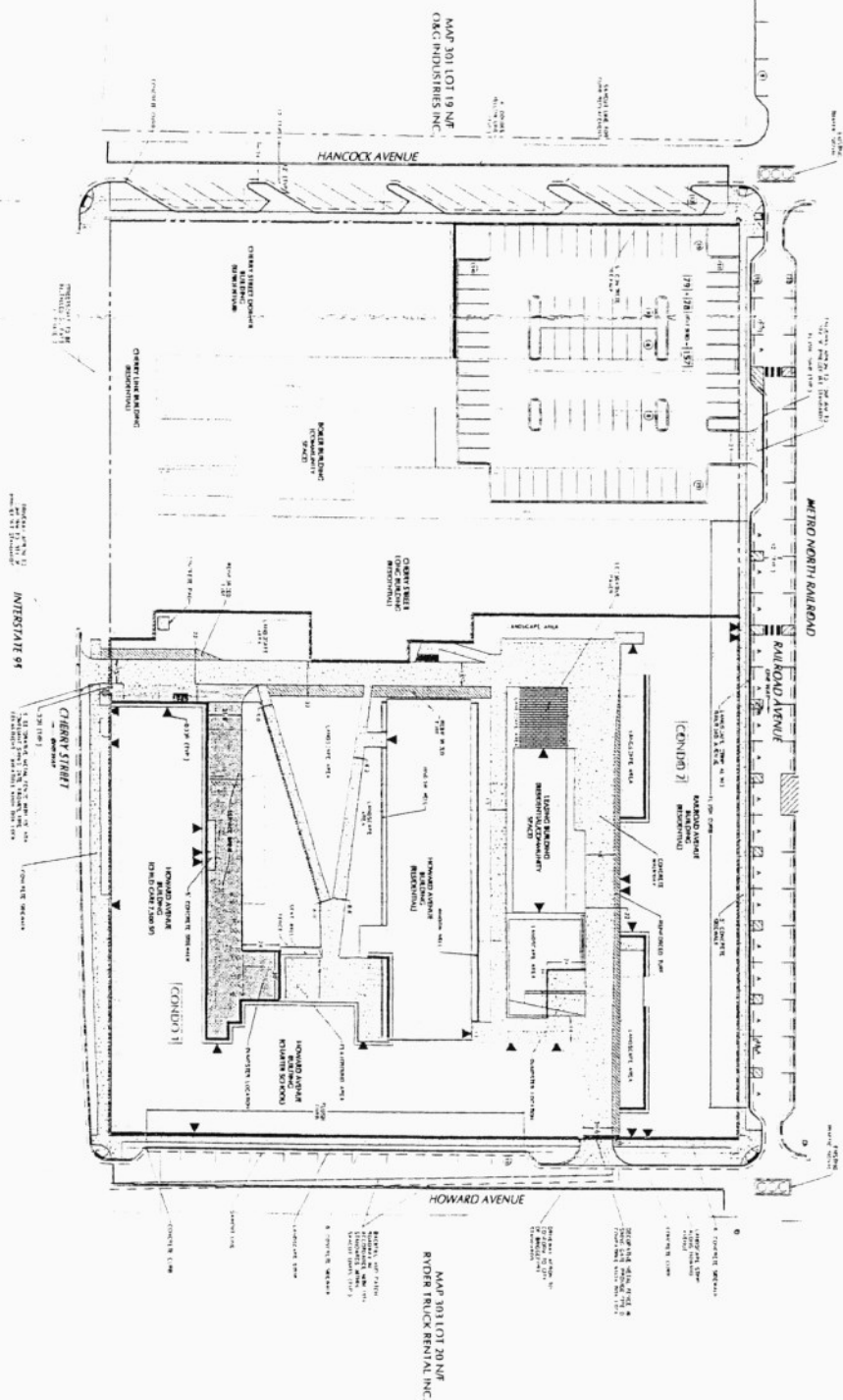
Thomas McCarthy



Cherry Street Lofts

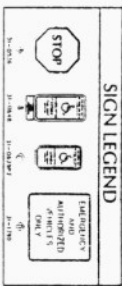
Proposed Rehabilitation Status
 Cherry Street Side
 North
 75
 150 Feet

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



GENERAL NOTES

1. REFER TO ALL SHEETS FOR GENERAL NOTES AND SPECIFICATIONS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
5. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
7. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
9. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
10. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.



LEGEND

EXISTING LOT	---
EXISTING CURB	---
EXISTING DRIVE	---
EXISTING SIDEWALK	---
EXISTING PAVEMENT	---
EXISTING CONCRETE	---
EXISTING ASPHALT	---
EXISTING GRAVEL	---
EXISTING SAND	---
EXISTING DIRT	---
EXISTING VEGETATION	---
EXISTING TREES	---
EXISTING SHRUBS	---
EXISTING GRASS	---
EXISTING SOIL	---
EXISTING ROCK	---
EXISTING SANDSTONE	---
EXISTING LIMESTONE	---
EXISTING GNEISS	---
EXISTING SLATE	---
EXISTING QUARTZITE	---
EXISTING MARBLE	---
EXISTING GRANITE	---
EXISTING BASALT	---
EXISTING ANDESITE	---
EXISTING DIORITE	---
EXISTING GABBRO	---
EXISTING DIABASE	---
EXISTING GNEISS	---
EXISTING SLATE	---
EXISTING QUARTZITE	---
EXISTING MARBLE	---
EXISTING GRANITE	---
EXISTING BASALT	---
EXISTING ANDESITE	---
EXISTING DIORITE	---
EXISTING GABBRO	---
EXISTING DIABASE	---

C-2.1

SITE PLAN

DATE: 10/15/2014
 DRAWN BY: JVA
 CHECKED BY: JVA
 SCALE: AS SHOWN

Cherry Street Lofts

MAP 301 LOT 19 N/F
 OAK INDUSTRIES INC

MAP 301 LOT 20 N/F
 RYDER TRUCK RENTAL INC

Baghya Realty Holding, LLC

Crosskey Architects
 LLC

LAWMAN
 ARCHITECTS

1000 WEST 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 (303) 733-1111
 WWW.CROSSKEYARCHITECTS.COM

Item# *186-14 Consent Calendar

Agreement from LIUNA, Local 200 regarding the terms and conditions of employment for their membership.



**Report
of
Committee
on
Contracts**

Submitted: November 2, 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:

***186-14 Consent Calendar**

RESOLVED, That the attached collective bargaining agreement between the City of Bridgeport and LIUNA, Local 200 regarding the terms and conditions of employment for their members, 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

Susan F. Brannelly
Susan F. Brannelly

Richard D. Salter Sr.
Richard D. Salter, Sr.

Melanie Jackson
Melanie Jackson

Milta I. Feliciano, Co-Chair

James Holloway
James Holloway

Alfredo Castillo
Alfredo Castillo

Thomas McCarthy
Thomas McCarthy

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 (30th) 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.

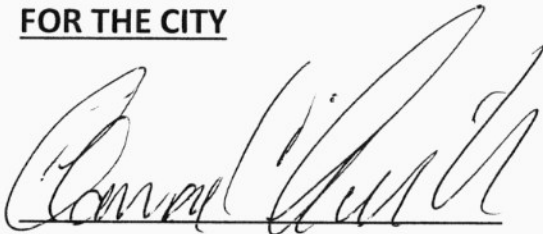
ARTICLE 19 NEW LANGUAGE (REOPENER) – INSURANCE

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

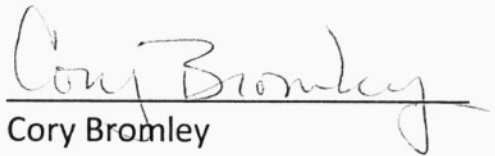


Mayor Bill Finch

10/14/15

DATE

FOR THE UNION



Cory Bromley
Business Manager

October 13, 2015

DATE

Item# *195-14 Consent Calendar

Agreements for Solar Power and System Site for the
Wonderland of Ice Facility.



**Report
of
Committee
on
Contracts**

Submitted: November 2, 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:

***195-14 Consent Calendar**

RESOLVED, that the Solar Power and System Site Agreements with CEFIA Holdings, LLC for the Wonderland of Ice Facility be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-Chair

Milita I. Feliciano, Co-Chair

Susan T. Brannelly

James Holloway

Richard D. Salter, Sr.

Alfredo Castillo

Melanie Jackson

Thomas McCarthy

DRAFT

SYSTEM SITE LEASE AGREEMENT¹

This SYSTEM SITE LEASE AGREEMENT (this "Agreement") is made and entered into as of _____, _____ 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.

¹ 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

RECEIVED
CITY OF BRIDGEPORT
OCT 23 PM 2:50
ATTENTION
CITY CLERK

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, "Lessee 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:

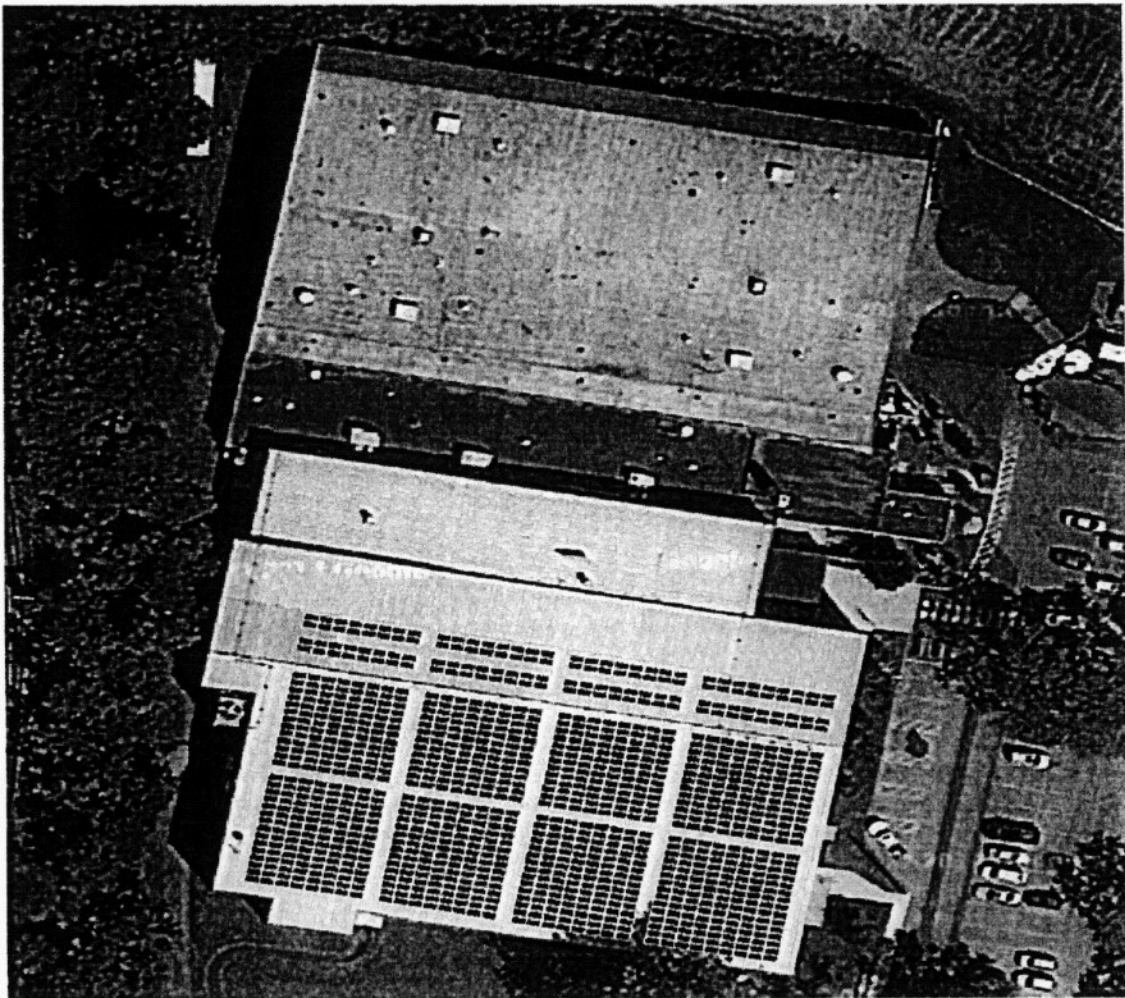
By: _____
Name:
Title:

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 5			

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 _____, _____ 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_x), nitrogen oxides (NO_x), 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 (CO₂), methane (CH₄), 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

Item# *173-14 Consent Calendar

Settlement of Pending Litigation with Mark Anthony Febres.



**Report
of
Committee
on**

Miscellaneous Matters

Submitted: November 2, 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 **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***173-14 Consent Calendar**

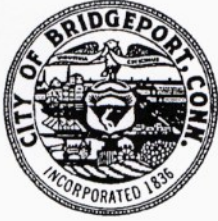
WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Mark Anthony Febres	Law Office of Perkins & Associates 30 Lucy Street WoodBridge, CT 06525	Accident	\$40,000.00

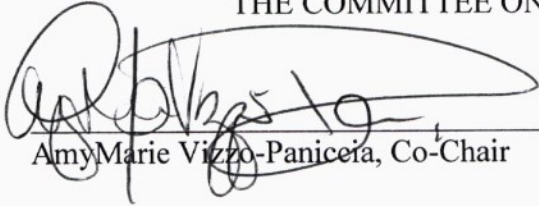
BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



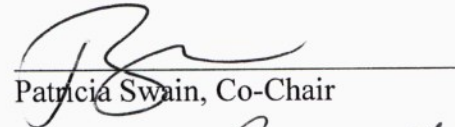
Report of Committee on Miscellaneous Matters
*173-14 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

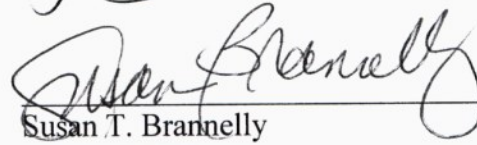


Amy Marie Vizzo-Paniceia, Co-Chair

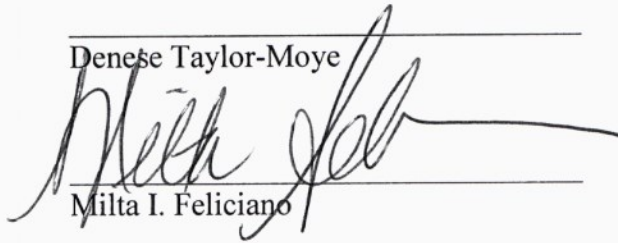


Patricia Swain, Co-Chair

Denese Taylor-Moye



Susan T. Brannelly



Milta I. Feliciano



Robert E. Halstead

Jack O. Banta

Item# *188-14 Consent Calendar

Settlement of Pending Litigation with Eleen Shepherd.



**Report
of
Committee
on**

Miscellaneous Matters

Submitted: November 2, 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 **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***188-14 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Eleen Shepherd	Derek Mello, Esquire Benjamin & Gold 350 Bedford Street Stamford, CT 06901	Motor Vehicle Accident	\$27,000.00

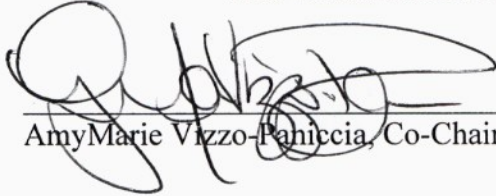
BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



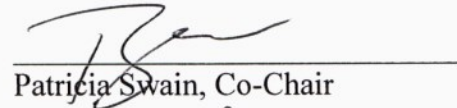
Report of Committee on Miscellaneous Matters
*188-14 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

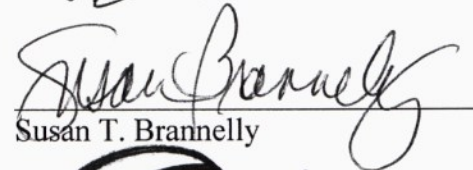


Amy Marie Vizzo-Paniccia, Co-Chair

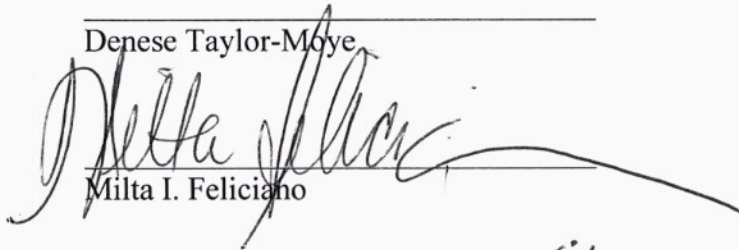


Patricia Swain, Co-Chair

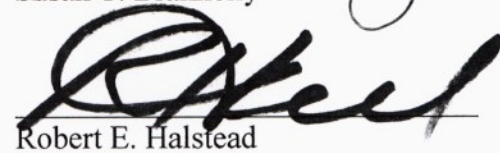
Denese Taylor-Moye



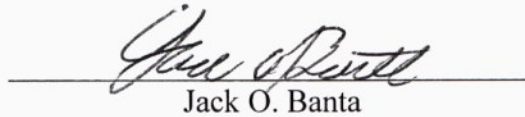
Susan T. Brannelly



Milta I. Feliciano



Robert E. Halstead



Jack O. Banta

Item# *191-14 Consent Calendar

Approval of Tax Anticipation Notes (TANS) to Pay
Current Expenses and Obligations of the City.



**Report
of
Committee
on**

Budget & Appropriations

Submitted: November 2, 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:

***191-14 Consent Calendar**

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



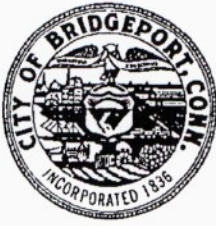
Report of Committee on Budget and Appropriations
*191-14 Consent Calendar

-2-

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

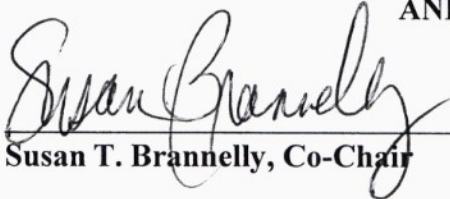


Report of Committee on Budget and Appropriations
*191-14 Consent Calendar

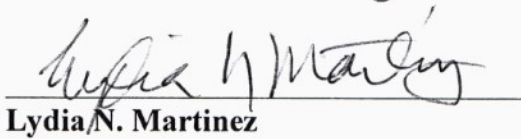
-3-

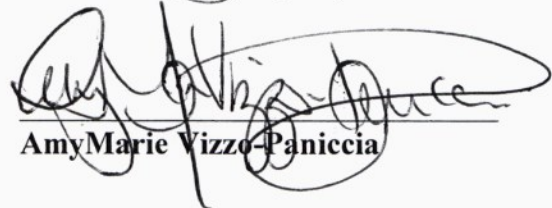
BE IT FURTHER RESOLVED, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee 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.

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


Susan T. Brannelly, Co-Chair

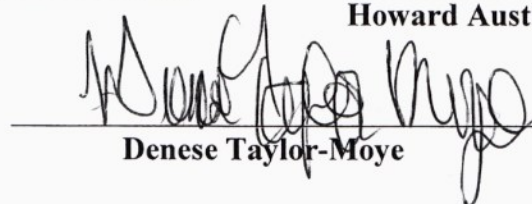

Michael J. Marella, Jr., Co-Chair


Lydia N. Martinez


Amy Marie Vizzo-Paniccia


Patricia Swain


Howard Austin, Sr.


Denese Taylor-Moye

City Council Date: November 2, 2015



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:

183-14

A Resolution by the Bridgeport City Council Authorizing a Tax Incentive Agreement for 515 West Avenue

Whereas per City Ordinance, Chapters 3.20 and 3.24, the City of Bridgeport is enabled to provide Tax Incentive Agreements to support redevelopment, including affordable housing development; and

Whereas, the Bridgeport Neighborhood Trust is a non-profit, Bridgeport-based community development corporation (the "Developer") that has applied for a Tax Incentive to support a major redevelopment project on the western edge of downtown; and

Whereas, the Developer proposes to build a new multi-story building on the vacant lot at 515 West Avenue which shall include 48 units of affordable housing with 8 units set-aside for veterans, and complementary ground floor commercial space (the "Project"); and

Whereas the Project represents an investment of over \$12 million dollars, and is funded (the "Project Financing") by the following sources: CitiBank, Chase Bank, Community Capital Fund, State of Connecticut Department of Housing; US Department of Housing and Urban Development, Low Income Housing Tax Credits; and

Whereas, in support of the Project Financing structure, the Developer has requested a Tax Incentive Development Agreement to establish a predictable and supportable tax payment schedule for the Project; 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 approximately 10% the Project's Stabilized Effective Gross Income such that it can produce a base tax payment of \$1000 per unit or \$48,000 per year; and



Report of Committee on ECD and Environment
183-14

-2-

Whereas, it is in the City's interest to encourage high quality development on vacant underutilized properties downtown; and

Whereas, the Developer has a solid track record in developing and managing such projects; Now, therefore be it

RESOLVED that the Director of OPED, or his designee, is authorized to negotiate and execute a Tax Incentive Development Agreement for which the base annual tax payment in the first year of operation shall be \$48,000 and which shall escalate at 3% per year for the period of 20 years, as detailed in the attached Exhibit 1 – Tax Payment Schedule; And be it further

RESOLVED that the Director of OPED, 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

Thomas C. McCarthy, President
Sat in to make quorum

EXHIBIT 1 - Tax Payment Schedule --515 West Avenue

20 Year Schedule

Annual Totals Paid in Two 50% Installments due July and January

Annual Escalator 1.03

Billing Period	TOT ANNUAL TAX PAYMENT	50% Due July	50% Due January
Tax Year #1 After CO	\$ 48,000.00	\$ 24,000.00	\$ 24,000.00
Year #2	\$ 49,440.00	\$ 24,720.00	\$ 24,720.00
Year #3	\$ 50,923.20	\$ 25,461.60	\$ 25,461.60
4	\$ 52,450.90	\$ 26,225.45	\$ 26,225.45
5	\$ 54,024.42	\$ 27,012.21	\$ 27,012.21
6	\$ 55,645.16	\$ 27,822.58	\$ 27,822.58
7	\$ 57,314.51	\$ 28,657.26	\$ 28,657.26
8	\$ 59,033.95	\$ 29,516.97	\$ 29,516.97
9	\$ 60,804.96	\$ 30,402.48	\$ 30,402.48
10	\$ 62,629.11	\$ 31,314.56	\$ 31,314.56
11	\$ 64,507.99	\$ 32,253.99	\$ 32,253.99
12	\$ 66,443.23	\$ 33,221.61	\$ 33,221.61
13	\$ 68,436.52	\$ 34,218.26	\$ 34,218.26
14	\$ 70,489.62	\$ 35,244.81	\$ 35,244.81
15	\$ 72,604.31	\$ 36,302.15	\$ 36,302.15
16	\$ 74,782.44	\$ 37,391.22	\$ 37,391.22
17	\$ 77,025.91	\$ 38,512.95	\$ 38,512.95
18	\$ 79,336.69	\$ 39,668.34	\$ 39,668.34
19	\$ 81,716.79	\$ 40,858.39	\$ 40,858.39
20	\$ 84,168.29	\$ 42,084.15	\$ 42,084.15
TOTAL:	\$ 1,289,777.98		



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

152-14

RESOLVED, that the attached Agreement with National Association of Government Employees (NAGE), Local R1-200 for a new job classification Senior Housing Code Inspector/Enforcement Officers be, and hereby is, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

City Council Date: November 2, 2015
Tabled by City Council: November 2, 2015

**SETTLEMENT AGREEMENT
CONCERNING
SENIOR HOUSING CODE INSPECTOR/ENFORCEMENT OFFICER**

The parties to this agreement are the City of Bridgeport, (the "City") and NAGE, Local RI-200 (the "Union").

The parties hereby agree as follows:

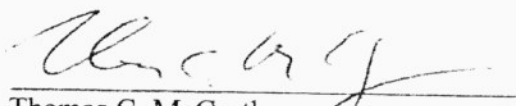
1. The attached Senior Housing Code Inspector//Enforcement Official job description is a newly created position by the City of Bridgeport. This position and its duties are affiliated with the NAGE bargaining unit. The attached job description and the below salary scale are the official and accepted for the Senior Housing Code Inspector/Enforcement Officer position.

Step I -	\$89,336.00
Step II -	92,016.00
Step III -	94,777.00
Step IV -	97,620.00
Step V -	100,548.00

2. The City and the Union have agreed that the Senior Housing Code Inspector/Enforcement Officer will be placed in the NAGE bargaining unit and is entitled to all benefits offered by the collective bargaining contract.
3. The parties to this Agreement further understand and agree that the aforementioned terms and conditions shall not constitute a practice or precedent between the City and Employee. The parties understand and agree that neither of the parties will cite nor otherwise utilize this Agreement in any proceeding, except such proceedings to enforce terms and conditions of this Agreement.

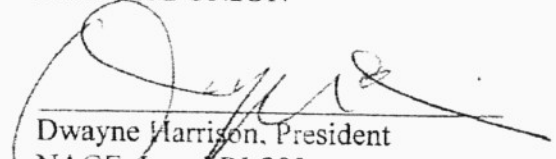
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2015 AUG 24 P 11 14
ATTEST

FOR THE CITY


Thomas C. McCarthy
Deputy Director of Labor Relations

6/16/15
Date

FOR THE UNION


Dwayne Harrison, President
NAGE, Local RI-200

6-16-15
Date

OC

**CITY OF BRIDGEPORT
JOB DESCRIPTION**

SENIOR HOUSING CODE INSPECTOR/ENFORCEMENT OFFICIAL

Reports to: Senior Housing Code Enforcement Officer
Union: NAGE, Local RI -200

SENIOR HOUSING CODE INSPECTOR/ENFORCEMENT OFFICER

CLASS CODE:

1. Duties that are characteristic as to type and level:

Technical field inspection work of ordinary difficulty and responsibility in inspection of dwelling units in all categories for conformance to the Housing and Commercial Code for matters involving public health, safety and welfare of occupants; inspection of all commercial buildings adopt to permanent or continuous occupancy or use for public, institutional, business, industrial or storage purposes; related work as required; performed under general supervision.

2. Typical tasks or assignments:

Inspectors dwellings and dwelling units individually and collectively for adequate access such as stairways, doorways, fire escapes; checks for sanitary facilities including toilets, baths, sinks, lavatories, etc.; checks for adequate heating facilities, electrical wiring and outlets; checks for structural deterioration of walls, ceilings, windows, doors, roofs, floors, etc.; inspects commercial buildings and properties in all categories for conformance to the commercial code; inspects for structural deterioration of foundation walls, exterior walls, interior walls, chimneys and all flue attachments; inspects exterior porches, landings, balconies, stairs, fire escapes, permanent signs and billboards, display windows, store fronts, awnings, marquees and all exterior surfaces of buildings including roofs, windows, cornices, etc.; inspects restrooms for proper occupancy, sanitary conditions and ventilation; inspects electrical service and fuse capacity for safety defects; inspects for any and all other defects that may be injurious to the health and safety of occupants; prepares and keeps visual, photographic and written records of inspections listing all violations; investigates complaints; prepares daily inspection report for Housing Code Officer; assists in the interpretation of the Housing Code; testified in court proceedings involving violations of the Housing Code; meets with interested parties to discuss Housing Code violations.

3. Fifteen (15) years as Housing Code Inspectors; Excellent attendance records and work records; Healthy Homes Certification; ability to resolve conflicts with dissatisfied/disgruntled landlords and tenants; Ability to work with uncooperative and hostile individuals; ability to assist and guide the other inspectors with complex tasks or difficult situations.

4. Minimum qualification requirements:

- A. As to education, training, and experience:
High School graduation or equivalent; and
Three years of satisfactory full-time experience in building
Construction work or in investigational work; or
A satisfactory equivalent combination of education, training and experience.

B. As to special knowledge, ability and skill:

Good knowledge of the City of Bridgeport.

Ability to keep records of inspections and to write intelligent reports.

Ability to read architectural plans and to take measurements in the field.

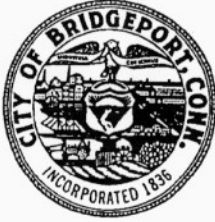
Ability to size up situations and people and to get along well with others.

Keen powers of observation; integrity; tact; good judgment.

Good health and freedom from disabling physical defects.

Possession of a valid Connecticut motor vehicle operator's license.

This job description is not, nor is it intended to be, a complete statement of all duties, function, responsibilities and qualifications which comprise the position.



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

City Council: October 19, 2015
Tabled by City Council: October 19, 2015
Resubmitted: November 2, 2015
Tabled by City Council: November 2, 2015

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 (30th) 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.

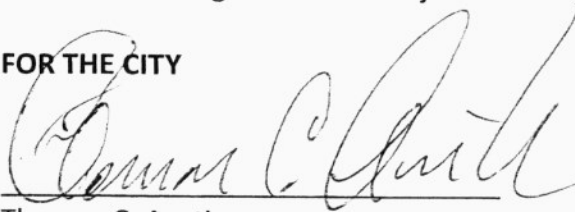
NEW LANGUAGE DIRECT DEPOSIT – To be implemented by the City for all Union personnel after the execution of the collective bargaining agreement. Union members must complete necessary authorization forms by May 1, 2016.

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

BJ
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:

***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

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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

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BE IT FURTHER RESOLVED that OPED shall conduct an audit (“Audit”) of the Project to check EGI in March of the 17th, 25th, 30th, and 35th 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
Resubmitted: November 2, 2015
Tabled by City Council: November 2, 2015

Item# 168-14 (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.



**Report
of
Committee**

CEQA & Environment

Submitted: October 19, 2015

Tabled by City Council: October 19, 2015

Resubmitted: November 2, 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:

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

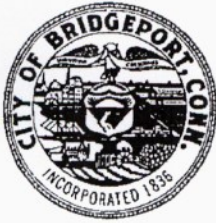
WHEREAS, the City Council approved subsequent Amendments #1, #2, #3 and #4 to the MDP on May 6, 1996 (#130-95); September 7, 1999 (Item #279-98); January 2, 2001; and November 3, 2014 (Item 154-13); respectively; and

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)

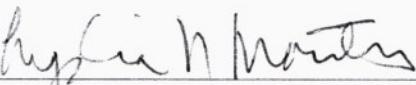
-2-

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

Council Date: October 19, 2015
Tabled by City Council: October 19, 2015
Resubmitted: November 2, 2015