

AGENDA

CITY COUNCIL MEETING

MONDAY, MARCH 20, 2017

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral and City Council Citation(s): In Recognition of Lorraine Lombardo for her Civic Contributions.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 21, 2017

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 46-16** Communication from Board of Education re: Proposed Resolution concerning Grant Application Authorization for School Construction Work and Design Initiation for the Catholic Center located at 238 Jewett Avenue, referred to Education and Social Services Committee.
- 47-16** Communication from Engineering re: Proposed Resolution regarding Letter of Commitment for State Project No. L050-0002, Bridge No. 4225 – Bridge Replacement Commerce Drive/State Street Extension over Ash Creek – Town of Fairfield/City of Bridgeport Utilizing Local Transportation Capital Improvement Program (LOTICIP) Funding, referred to Public Safety & Transportation Committee.
- 48-16** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Jane Doe, referred to Miscellaneous Matters Committee.
- 50-16** Communication from Tax Collector re: Proposed Assignment of Tax Liens for Fiscal Year 2017, referred to Contracts Committee.
- 51-16** Communication from City Attorney re: (Ref. #195-14) Proposed Amendment of Resolution regarding the Agreement for Solar Power at Wonderland of Ice Facility, referred to Contracts Committee.

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

- 49-16** Resolution presented by Council Member Casco re: Proposed request that the Portion of Lexington Avenue adjacent to Lafayette Park and Sapias Grocery Store be given the Honorary Designation of "Jose A. Salgado Way" with appropriate street signage being placed on Lexington Avenue between Linen and Jones Avenue(s), referred to Public Safety & Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *17-16** Education and Social Services Committee Report re: Grant Submission: School Construction Project Application for State Grants and Initiation of Design for Anna Baum Skane School Roof Replacement.
- *29-16** Public Safety and Transportation Committee Report re: (Ref. #218-15) Resolution regarding that two additional honorary street signs be placed above the corner signs at Bishop Avenue's Intersection with Boston Avenue and Stratford Avenue for "Jimmie W. Jones Way".

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 20, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Financial Issues.
Ethan Book 144 Coleman Street Bridgeport, CT 06604	False prophets.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Matter concerning unjust termination.
Clyde Nicholson 54 Wallace Street Bridgeport, CT 06604	Taxes.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, MARCH 20, 2017
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President McCarthy called the Public Session to order at 6:37 p.m.

Assistant City Clerk Frances Ortiz called the roll.

The following members were present:

- 130th District: Kathryn Bukovsky, Scott Burns
- 131st District: Denese Taylor-Moye, Jack O. Banta
- 132nd District: John Olson, M. Evette Brantley (6:48 p.m.)
- 133rd District: Thomas McCarthy, Jeanette Herron
- 134th District: AmyMarie Vizzo-Paniccia (6:58 p.m.); Michelle Lyons (7:04 p.m.)
- 135th District: Richard Salter, Mary McBride-Lee (6:51 p.m.)
- 136th District: Jose Casco, Alfredo Castillo
- 137th District: Milta Feliciano, Aidee Nieves (6:48 p.m.)
- 138th District: Anthony Paoletto, Nessah Smith
- 139th District: James Holloway, Eneida Martinez (6:58 p.m.)

RECEIVED
CITY CLERK'S OFFICE
2017 MAR 24 P 3:19
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 20, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Financial Issues.

Mr. Lee came forward and read the following statement into the record.

RED BOOTS again!! You have seen me in past years at many City Council meetings. If you were asked to objectively comment on my talks you might observe that I read, review, and reflect on City financial reports. Then I ask questions. Sometimes I compare and contrast words

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and dollar descriptions of events. And I usually ask more questions. That is what is involved in my learning. That is what I have encouraged you to do because I see myself as a “truth seeker for my neighbors” and a reporter of real “truths” I encounter. I consider most people who work for the City as “my neighbor”. They are basically good people, even if they are not always well assigned, trained, or led in their duties.

I have a new story for you tonight. It may not be new to you if you have observed City Hall procedures closely over the years. But you may not be in the habit of comparing City procedures to Department Mission and looking at fiscal results that may harm taxpayers, as I have been. How many of you are aware that the City operates a Print Shop with a budget of approximately \$750,000 annually? Please raise your hands? (Pause) Whether you have raised your hand or not, annual budget books show the Print Shop employs 6-7 people with this Mission:

To provide all printing needs including typesetting, printing, binding, graphic art and desktop design for all City departments.

After reviewing annual budget adoptions and comparing them to “actual of completed budgets, Finance shows that Print Shop budgets are balanced most years. That should satisfy most “watchdogs” but I sought to “verify” this “balance” status when hearing curious reports:

1. More than one story from trusted parties indicated that Print Shop (under auspices of Chief Administrative Officer and Finance Departments in City Hall hierarchy) handled printing assignments for individuals or groups that were outside of City Departments. How could that be, I wondered?
2. If printing were done for a fee, the Print Shop has always indicated under “Revenue Summary” that there is no revenue, that the Revenue category is “Not Applicable. Is this true or false, I wondered? If money is exchanged, where does it go? How does it fail to show, in what I understand, are carefully collected records? Why does I show no revenue other than that supplies by taxpayers if some people are paying for Print Shop services?
3. If “outside assignments” are being done for “free” what is the cost of such work that taxpayers are supporting without knowing?
4. So I looked at more than five years of City purchasing records for the Print Shop (1030) and found that Operational Expenses and Special Services actual expenses for the Print Shop exceed the “adopted” budgets for those two items by \$829,000 from 2011 to 2015. (We await the Final Monthly Report for June 2016, only available after all adjustments and receipt of the 2016 CAFR according to Kenneth Flatto to see what happened in the first full year of Ganim2.)

If the Purchasing Order records are correct, then budgets have not been in balance as has been reported for some time. Why are City fiscal records in conflict? Why should taxpayers be paying, on average \$165,000 more, for Print Shop work than is showing in any budget record? If the Shop receives funds from sources and does not report, what is that about? Are certain people or organizations getting privileged service at the expense of the general taxpayer? Are persons pocketing funds secretly?

Lots of questions arise. Who will help pursue answers? When objective and fact-based questions, based on public documents, all of which are available in the City Clerk’s office raise important

issues, who will be a watchdog and assist in getting to the bottom of the questions? Can we have a conversation at the Budget and Appropriations meeting? Time will tell.

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

False prophets.

Mr. Book came forward. And greeted the Council Members and the Junior Council Members. Mr. Book referenced that Mr. Cecil Young had come forward at the previous Council meeting and spoken about his "unjust termination" from City employment. Mr. Book stated that Mr. Young had also pointed out that there were two ministers on the Council and referred to them as "false prophets" during the previous Council meeting. Mr. Book went on to give an overview of the definition of the words "false" and "prophets". He pointed out that the Council has no input on legal issues and went on to state that Mr. Young had received a settlement of \$85,000. He cautioned Mr. Young about his stance regarding this and quoted a story from the Gospel of Luke, Chapter 5. At the end of his remarks, he quoted Mr. Lee's famous phrase, "Time will tell."

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Matter concerning unjust termination.

Mr. Young came forward and said that he had a copy of the letter on his poster and announced that he was not a quitter. He said that while he respects people, he has a problem with those who are not treated the same as others. He sees the same injustice that he has received. He encouraged people to visit his website for the fact. Mr. Young then went on to speak about his disagreement with Council Member Holloway. Mr. Young said that he had been a City employee for 18 years and a community activist for many years. Injustice has to be called out and he knows his rights. The Council Members know that they are wrong and Council Member Holloway is wrong in not helping him.

Clyde Nicholson
54 Wallace Street
Bridgeport, CT 06604

Taxes.

Mr. Nicholson came forward to speak about taxes. He then said that Mr. John Gomes and Mr. Chapman were receiving large salaries but not generating a dime for the City.

Mr. Nicholson then said that there were a number of problems all over the country but reminded everyone that there was a time when everyone came to Bridgeport and lived together. Now with the Devil himself, Donald Trump, there are problems and people can't become citizens. He said that white folks are trying to claim that the U.S. is God's country. He stated that the U.S. is not Donald Trump's country. He then reminded everyone that everyone's family came from someplace and some came on slave ships.

He went on to speak but raised his voice to the point where his remarks became inaudible.

Council Member Olson objected to Mr. Nicholson's insults. Council President McCarthy informed Mr. Nicholson he was out of time.

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Council President McCarthy said Mr. Nicholson was the last speaker who had signed up in advance. He then called the first speaker who had signed up just before the meeting began.

Mr. Michael Merli
171 Hope Street
Bridgeport, CT

Sanctuary City

Mr. Merli came forward and read the following statement into the record:

Dear Bridgeport City Council Members,

My name is Mike Merli and I live at 171 Hope Street. I didn't grow up in Bridgeport, though, I grew up in Milford, just 15 minutes north of here.

Of all the things I haven taken for granted throughout my life, my citizenship status is at the top of the list. Only recently, at 30 years old, have I begun to think deeply about how my life would have been different if I were a first or second generation immigrant to this country.

I've been living in Bridgeport for over three years with my girlfriend, Cierra, who grew up here. The diversity here in Bridgeport is what makes this community beautiful, and a place I am proud to call home. I work for an organization here that helps homeless individuals and families get housed. Through this work, I've met so many people from different walks of life, and I have seen first hand the intersection of different issues in the community. I know that making Bridgeport a Sanctuary City is far from the only topic on your plates as City Council Members.

But for someone who is directly impacted, this is everything. There are mothers and fathers and children and college students in this room who are living in fear every day of immigration and customs enforcement knocking on their door.

Barbara, Alison, Julio, Luis and all the volunteers with Make the Road CT are doing important work. They are organizing with undocumented immigrants here in Bridgeport to advocate for equal treatment, respect and protection. And the members of Make the Road CT inspire me with their courage and their strength. They are risking everything to make Bridgeport a safer and friendlier place, not just for immigrants, but for everyone.,

Making Bridgeport a Sanctuary City would offer protection for so many residents. If our local law enforcement began working closely with Federal Immigration Enforcement, families here would face deportation and parents being separated from their children. I think we can all agree that we do not want that to happen here.

Bridgeport is our community. I see our community as a family. And since our community is a family, the undocumented among us are not just our friends and neighbors; they are our brothers and sisters. And right now, they do not feel safe. And as long as they do not feel safe, I don't feel safe.

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Please vote to make Bridgeport a Sanctuary City. This city is for all of us. We all deserve to feel safe. Thank you for listening and thank you for your time.

Ms. Alejandro Vazques

Sanctuary City

Ms. Alejandro Vazques came forward with a translator and introduced herself as a Bridgeport resident for 11 years. her family came to Bridgeport to better their lives. Here in Bridgeport, they have an opportunity to better themselves. They have jobs, friends, family and work hard. She said that they feel it is not fair to have to worry. About their children being placed in an Orphanage if they are deported. She said that being a sanctuary city would allow everyone to live together as a community.

ADJOURNMENT.

Council President McCarthy adjourned the public speaking portion of the Council meeting at 7:08 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, MARCH 20, 2017

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Mayor Ganim called the meeting to order at 7:10 p.m.

PRAYER.

Mayor Ganim requested Council Member McBride-Lee lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested Junior Council Member Daniel Bukovsky to lead those present in reciting the Pledge of Allegiance.

Following the conclusion of the Pledge, Mayor Ganim requested that all those present remain standing for a Moment of Silence in memory of a young Bridgeport resident who was recently killed. He said that Council Member Lyons had attended a vigil in memory of this young man recently. All those present stood in respectful silence for a minute.

ROLL CALL

Assistant City Clerk Ortiz called the roll.

130th District: Kathryn Bukovsky, Scott Burns
131st District: Jack O. Banta, Denese Taylor-Moye,
132nd District: M. Evette Brantley, John Olson
133rd District: Thomas McCarthy, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Richard Salter
136th District: José Casco, Alfredo Castillo
137th District: Aidee Nieves, Milta Feliciano
138th District: Anthony Paoletto, Nessah Smith
139th District: Eneida Martinez, James Holloway

A quorum was present.

Mayoral and City Council Citation(s): In Recognition of Lorraine Lombardo for her Civic Contributions.

It was announced that this presentation would be done at another time.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 21, 2017.

Council Member Vizzo-Paniccia stated that she would like the record to reflect that she was not in attendance at the February 21st meeting due to a death in the family. This was so noted.

**** COUNCIL MEMBER PAOLETTO MOVED THE MINUTES OF FEBRUARY 21, 2017.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES OF FEBRUARY 21, 2017 AS CORRECTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

46-16 Communication from Board of Education re: Proposed Resolution concerning Grant Application Authorization for School Construction Work and Design Initiation for the Catholic Center located at 238 Jewett Avenue, referred to Education and Social Services Committee.

47-16 Communication from Engineering re: Proposed Resolution regarding Letter of Commitment for State Project No. L050-0002, Bridge No. 4225 – Bridge Replacement Commerce Drive/State Street Extension over Ash Creek – Town of Fairfield/City of Bridgeport Utilizing Local Transportation Capital Improvement Program (LOTICIP) Funding, referred to Public Safety & Transportation Committee.

48-16 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Jane Doe, referred to Miscellaneous Matters Committee.

50-16 Communication from Tax Collector re: Proposed Assignment of Tax Liens for Fiscal Year 2017, referred to Contracts Committee.

51-16 Communication from City Attorney re: (Ref. #195-14) Proposed Amendment of Resolution regarding the Agreement for Solar Power at Wonderland of Ice Facility, referred to Contracts Committee.

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

49-16 Resolution presented by Council Member Casco re: Proposed request that the Portion of Lexington Avenue adjacent to Lafayette Park and Sapiaos Grocery Store be given the Honorary Designation of “Jose A. Salgado Way” with appropriate street signage

being placed on Lexington Avenue between Linen and Jones Avenue(s), referred to Public Safety & Transportation Committee.

Council Member Lyons requested that Agenda Item 46-16 be held for a separate vote.

**** COUNCIL MEMBER PAOLETTO MOVED TO COMBINE THE FOLLOWING ITEMS FOR REFERRAL TO THE APPROPRIATE BOARD OR COMMITTEE:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

47-16 COMMUNICATION FROM ENGINEERING RE: PROPOSED RESOLUTION REGARDING LETTER OF COMMITMENT FOR STATE PROJECT NO. L050-0002, BRIDGE NO. 4225 – BRIDGE REPLACEMENT COMMERCE DRIVE/STATE STREET EXTENSION OVER ASH CREEK – TOWN OF FAIRFIELD/CITY OF BRIDGEPORT UTILIZING LOCAL TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM (LOTICIP) FUNDING, REFERRED TO PUBLIC SAFETY & TRANSPORTATION COMMITTEE.

48-16 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH JANE DOE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

50-16 COMMUNICATION FROM TAX COLLECTOR RE: PROPOSED ASSIGNMENT OF TAX LIENS FOR FISCAL YEAR 2017, REFERRED TO CONTRACTS COMMITTEE.

51-16 COMMUNICATION FROM CITY ATTORNEY RE: (REF. #195-14) PROPOSED AMENDMENT OF RESOLUTION REGARDING THE AGREEMENT FOR SOLAR POWER AT WONDERLAND OF ICE FACILITY, REFERRED TO CONTRACTS COMMITTEE.

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

49-16 RESOLUTION PRESENTED BY COUNCIL MEMBER CASCO RE: PROPOSED REQUEST THAT THE PORTION OF LEXINGTON AVENUE ADJACENT TO LAFAYETTE PARK AND SAPIAOS GROCERY STORE BE GIVEN THE HONORARY DESIGNATION OF “JOSE A. SALGADO WAY” WITH APPROPRIATE STREET SIGNAGE BEING PLACED ON LEXINGTON AVENUE BETWEEN LINEN AND JONES AVENUE(S), REFERRED TO PUBLIC SAFETY & TRANSPORTATION COMMITTEE.

**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

46-16 Communication from Board of Education re: Proposed Resolution concerning Grant Application Authorization for School Construction Work and Design Initiation for

the Catholic Center located at 238 Jewett Avenue, referred to Education and Social Services Committee.

**** COUNCIL MEMBER LYONS MOVED TO TABLE AGENDA ITEM 46-16 COMMUNICATION FROM BOARD OF EDUCATION RE: PROPOSED RESOLUTION CONCERNING GRANT APPLICATION AUTHORIZATION FOR SCHOOL CONSTRUCTION WORK AND DESIGN INITIATION FOR THE CATHOLIC CENTER LOCATED AT 238 JEWETT AVENUE, REFERRED TO EDUCATION AND SOCIAL SERVICES COMMITTEE.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Vizzo-Paniccia requested that Agenda Item 29-16 be removed from the Consent Calendar.

***17-16 Education and Social Services Committee Report re: Grant Submission: School Construction Project Application for State Grants and Initiation of Design for Anna Baum Skane School Roof Replacement.**

***29-16 Public Safety and Transportation Committee Report re: (Ref. #218-15) Resolution regarding that two additional honorary street signs be placed above the corner signs at Bishop Avenue's Intersection with Boston Avenue and Stratford Avenue for "Jimmie W. Jones Way".**

**** COUNCIL PRESIDENT MCCARTHY MOVED AGENDA ITEM *17-16 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: GRANT SUBMISSION: SCHOOL CONSTRUCTION PROJECT APPLICATION FOR STATE GRANTS AND INITIATION OF DESIGN FOR ANNA BAUM SKANE SCHOOL ROOF REPLACEMENT.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

***29-16 Public Safety and Transportation Committee Report re: (Ref. #218-15) Resolution regarding that two additional honorary street signs be placed above the corner signs at Bishop Avenue's Intersection with Boston Avenue and Stratford Avenue for "Jimmie W. Jones Way".**

Council Member Vizzo-Paniccia said that while she had no problem with honoring Mr. Jones, she felt that the process for adding honorary street names needed to be reconsidered.

Council Member Martinez said that this was beyond the regular signage and the honoree was a Bridgeport fire fighter.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE ITEM.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 29-16 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: (REF. #218-15) RESOLUTION REGARDING THAT TWO ADDITIONAL HONORARY STREET SIGNS BE PLACED ABOVE THE CORNER SIGNS AT BISHOP AVENUE'S INTERSECTION WITH BOSTON AVENUE AND STRATFORD AVENUE FOR "JIMMIE W. JONES WAY" PASSED WITH SEVENTEEN (17) IN FAVOR (BUKOVSKY, BURNS, TAYLOR-MOYE, BRANTLEY, OLSON, MCCARTHY, HERRON, LYONS, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, SMITH, MARTINEZ AND HOLLOWAY) AND THREE (3) AGAINST (BANTA, VIZZO-PANICCIA AND PAOLETTO).**

Council Member Olson requested a point of personal privilege to make the following statement
RE: Resolution naming Bridgeport a Sanctuary City

The American poet James Russell Lowell (1819-1891) composed a poem whose opening lines read:

“Once to every person and nation, Comes the moment to decide,
In the strife of truth with falsehood, For the good or evil side.
Some great cause, God’s new messiah, Offering the bloom or blight,
And the choice goes by forever, ‘Twixt the darkness and that light.”

The choice is whether this City Council will name Bridgeport a sanctuary or welcoming or friendly or whatever City.

The initiator of this choice is America’s president who wants us and our police force to locate, arrest and deport those we call “illegal aliens” of whom there are 11 to 12 million men, women and children living within America’s borders.

The intent of this resolution to name Bridgeport a welcoming City is to refuse the President’s demand. There are at least two issues involved in our debate.

*Why should we protect illegal immigrants?

*Why should we risk losing federal funding by becoming a friendly City?

#1 We should protect illegal immigrants because they have come to our shores for the same reasons as did our ancestors (except for African Americans who were forcibly brought here as slaves).

Sven and Nellie Thorson, my maternal grandparents and John and Matilda Olson, my paternal grandparents, came to America in the late 19th Century as refugees from Sweden, a nation that was not providing the opportunity to earn a decent living for several million of its citizens. They, with millions of other White European ethnic families, flooded our shores as refugees with hope they could provide a living for themselves. Both economic deprivation and anti-semitic persecution of Eastern European Jews motivated them to come here “the land of the free and the home of the brave.”

Into the 1920's the American immigration quota system provided a clear path to citizenship for Europeans. There were no quotas and no path to citizenship for Asians, Africans and South Americans. They did not fit the prescribed definition of who is an American, predominantly White Christians.

Such a definition still largely prevails. But now we have a President who uses the fear of terror to demonize people on the basis of their faith and the location of their native lands. He is redefining a quota system as shameful now as it was when my grandparents came here.

For the past several decades the federal government turned a blind eye toward the incoming flow of illegal immigrants. Those 11 to 12million "illegals" work for American businesses and families that gladly employ them and pay below minimum wages. Should we not also arrest those who illegally employ illegal immigrants? They remain illegal because the U.S. Congress through Presidents Clinton, Bush and Obama has refused to create a process that makes citizenship possible.

Of the estimated 130,000 undocumented CT residents, many are so fearful that they will not go to hospital, enroll their children in school and report criminal acts to the police. We owe them assurance that Bridgeport police will not partner with federal immigration officers to identify, arrest and deport those who have not broken our laws.

Of the estimated 130,000 undocumented CT residents, many are so fearful that they will not go to hospital, enroll their children in school and report criminal acts to the police. We owe them assurance that Bridgeport police will not partner with federal immigration officers to identify, arrest and deport those who have not broken our laws.

#2 We should risk losing federal dollars because the "great cause" of standing against injustice and for human rights is worth the risk. Admittedly this is a hard saying when our mayor must produce a budget for the coming year.

Besides, we have no way of knowing whether the President by the mere signing of another one of his executive orders will prevail in the courts. Both U.S. Senators Blumenthal and Murphy told us last week in Washington D.C that they believe the President has no Constitutional authority to withhold funds if we declare Bridgeport to be a friendly- to immigrants- city. Undocumented immigrants who commit serious crimes, of course, risk being deported.

Let us let us unite around what is best in America, movingly described in the second inaugural address of President Ronald Reagan:

"(The song of America) is hopeful, big-hearted, idealistic, daring, decent and fair. That's our heritage; that is our song...a sound in unity, affection and love – one people under God, dedicated to the dream of freedom to a waiting and hopeful world."

I am confident that our mayor and the City Council can devise a way for us both to uphold the law and provide a safe haven for our illegal, law-abiding, hard-working immigrants.

Thank you.

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Council President McCarthy announced that there was a resolution from the floor that would need to be referred to the appropriate Committee. He also mentioned that the Junior Council Members were present for the Council Meeting.

**** COUNCIL MEMBER MARTINEZ MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING RESOLUTION TO THE APPROPRIATE COMMITTEE:**

A RESOLUTION CALLING ON CONGRESS TO PROTECT “CDBG”

WHEREAS, the City of Bridgeport, Connecticut is a Participating Jurisdiction (PJ) and a recipient of Community Development Block Grant funding for Entitlement Community’s from the Department of Housing and Urban Development (HUD), and;

WHEREAS, the City’s CDBG entitlement allocation is approximately \$2.8 million annually; and;

WHEREAS, these funds are used to subsidize activities related to public service, public facilities, housing and economic development; and,

WHEREAS, the City of Bridgeport and local nonprofits receive funding through CDBG to offer programs that help combat blight, stabilize communities and provide services for youth, senior citizens, handicapped, homeless, veteran and low-moderate income residents; and

WHEREAS, more than 55,000 Bridgeport residents directly benefit from those funds, programs and services on annual basis, and;

WHEREAS, the President’s recent budget sent to Congress eliminates all CDBG funding for cities across the nation; and

WHEREAS, the impact these cuts will have on the City of Bridgeport, its residents, and other Entitlement Communities will be devastating;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT, the Mayor and the City Council stand in support of the CDBG program and strongly urge members of Congress to fight to protect CDBG funding for Entitlement Communities like Bridgeport

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the City Council requests the Mayor, or his designee, draft a letter of the Mayor and City Council to Congressman Himes, Senator Blumenthal, and Senator Murphy asking them to fight against proposed cuts to CDBG that will negatively impact our city.

**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

Council Member Holloway then spoke about the resolution and said that it would be sent to the White House in an effort to preserve the CDBG funding.

Council Member Brantley then spoke in favor of the resolution and said that she agreed with Council Member Olson's comments. She also reminded people that the President had already started taking away funding from the City. If he discontinues the funding, he would be in violation of the 10th Amendment because only Congress can remove funding from the cities. She pointed out that Bridgeport was a Sanctuary city and open to everyone from every nation on the face of the earth.

Council Member Bukovsky said that the resolution currently the resolution would go to the Connecticut delegation and went on to point out that the Council already knows that the City's Congressional representatives are already against this cut. She then asked if the resolution could be amended to have the resolution sent to all of the members of Congress.

Mayor Ganim said that there would need to be three votes, one to add it to the agenda, which is on the floor; one to waive the referral to Committee and one to amend the motion.

Council President McCarthy said that the entire City Council wished to be listed as sponsors of the resolution.

**** THE MOTION SUSPEND THE RULES TO ADD THE RESOLUTION TO THE APPROPRIATE COMMITTEE PASSED UNANIMOUSLY.**

**** A MOTION WAS MADE TO WAIVE THE REFERRAL OF THIS RESOLUTION TO COMMITTEE FOR APPROVAL.**

**** THERE WAS A SECOND.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Casco then spoke briefly about sanctuary cities.

**** COUNCIL MEMBER BUKOVSKY MOVED TO AMEND THE 9TH PARAGRAPH OF THE RESOLUTION FROM:**

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, THE CITY COUNCIL REQUESTS THE MAYOR, OR HIS DESIGNEE, DRAFT A LETTER OF THE MAYOR AND CITY COUNCIL TO CONGRESSMAN HIMES, SENATOR BLUMENTHAL, AND SENATOR MURPHY ASKING THEM TO FIGHT AGAINST PROPOSED CUTS TO CDBG THAT WILL NEGATIVELY IMPACT OUR CITY.

TO:

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, THE CITY COUNCIL REQUESTS THE MAYOR, OR HIS DESIGNEE, DRAFT A LETTER OF THE MAYOR AND CITY COUNCIL TO CONGRESSMAN HIMES, SENATOR BLUMENTHAL, SENATOR MURPHY AND ALL THE OTHER MEMBERS OF THE UNITED STATES CONGRESS ASKING THEM TO FIGHT

AGAINST PROPOSED CUTS TO CDBG THAT WILL NEGATIVELY IMPACT OUR CITY.

AND TO ADD ALL THE MEMBERS OF THE BRIDGEPORT CITY COUNCIL AS SPONSORS.

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO AMEND PASSED UNANIMOUSLY.**

**** A MOTION WAS MADE TO APPROVE THE RESOLUTION AS AMENDED.**

**** THERE WAS A SECOND.**

**** THE MOTION PASSED UNANIMOUSLY. (ITEM #52-16)**

Council Member Lyons said that she was not present for the Public Speaking portion of the meeting because she had attended a vigil for a young man who had recently died.

Council Member Herron said that she had an invitation from a sixth-grade class for the Mayor to attend International Day at their school on May 18th.

Council member Martinez said as elected officials, the Council Members serve the City to the best of their ability and at this point, while the Public Speaking portion of the meeting allows the public to express their opinions, it is important that the speakers remain on the topic that they have stated they will speak on. There has been too much insulting, over reacting and disrespect displayed by the certain individuals. This is a disgrace for the Council Members to be treated in this manner. At some point, it might be important to remove those individuals who do not address the topics that they signed up for during public speaking.

ADJOURNMENT.

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:40 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

BOARD OF EDUCATION

ARESTA L. JOHNSON
Interim Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

HOWARD GARDNER

DENNIS BRADLEY

MARIA PEREIRA

BEN WALKER

ANNETTE SEGARRA-NEGRON

RAFAEL FONSECA JR.



"Changing Futures and Achieving Excellence Together"

MEMBERS OF THE BOARD

JOE LARCHEVEQUE
Chairperson

SAUDA EFIA BARAKA
Vice-Chairperson

JOHN R. WELDON
Secretary

COMM. #46-16 Ref'd to Education & Social Services Committee
on 3/20/2017

March 3, 2017

The Honorable City Council
c/o City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

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CITY CLERK

Reference: Grant Application Authorization for School Construction Work

Dear Honorable City Council Members:

The Board of Education respectfully requests that the City Council authorize the following school construction projects application for State grants and the initiation of design for:

**Catholic Center – 238 Jewett Avenue, Bridgeport, CT 06606 – Property Purchase / Renovate
Two Existing Facilities as New**

Please forward this request to the Committee on Education and Social Services for their review at your earliest convenience.

Sincerely,

Aresta L. Johnson
Interim Superintendent of Schools

cc: Alan Wallack

Proposed Resolution for Grant Application Authorization for School Construction Work and Design Initiation for Catholic Center – 238 Jewett Avenue, Bridgeport, CT, 06606 – Property Purchase/ Renovate Two Existing Facilities as New :

RESOLVED, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the Property Purchase / Renovate as New project at the Catholic Center – 238 Jewett Avenue.

RESOLVED, that the Bridgeport School Building Committee is hereby established as the building committee with regard to the Property Purchase / Renovate as New project at the Catholic Center – 238 Jewett Avenue.

RESOLVED, that the Bridgeport City Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Property Purchase / Renovate as New project at the Catholic Center – 238 Jewett Avenue.

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CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203)576-7211
Fax (203) 576-7154

JOSEPH P. GANIM
Mayor

JON URQUIDI
City Engineer

COMM. #47-16 Ref'd to Public Safety & Transportation Committee
on 3/20/2017

March 3, 2017

Honorable Body of the City Council
Bridgeport, Connecticut

Re: **State Project L050-0002**
Bridge No. 4225 Bridge Replacement Commerce Drive/State Street Extension Over Ash
Creek – Town of Fairfield/City of Bridgeport Utilizing Local Transportation Capital
Improvement Program (LOTICIP) Funding

Resolution of Support for Advancement of Project

Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut and the Town of Fairfield with a Resolution in support of the project and a commitment to fund the design of the project. The Construction of the project will be funded 100% by the Local Transportation Capital improvement Program (LOTICIP).

We are requesting that the City Council approve the Resolution attached and authorize the Mayor to execute the attached Commitment to Fund request and provide the Town of Fairfield with a Commitment letter.

Should you have any questions regarding the above, please do not hesitate to contact

Very truly yours,

Jon Urquidi, PE
City Engineer

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Enclosures

- c: John Ricci , Public Facilities
- Joe Tiago, Public Facilities
- Isolina DeJesus, Central Grants

State Project No. L050-0002

RESOLUTION

RESOLVED, that Joseph P. Ganim, Mayor, is hereby authorized to sign the Letter of Commitment for the subject project L050-0002 entitled "Bridge No. 4225 Bridge Replacement Commerce Drive/State Street Extension Over Ash Creek – Town of Fairfield/City of Bridgeport" and the letter from The Department of Transportation dated January 6, 2017 entitled "Local Transportation Capital Improvement Program (LOTICIP) Commitment to Fund" and any and all contracts or documentation required to complete the proposed project..

ADOPTED BY THE _____ OF THE CITY OF
BRIDGEPORT, CONNECTICUT, THIS ____ DAY OF _____, 2017.

Clerk

Seal

Date

Date

Honorable Michael Tetreau
First Selectmen
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824

Re: **State Project L050-0002**
Letter of Commitment
Bridge 4225 Bridge Replacement - Commerce Drive/State Street Extension Over Ash Creek
Town of Fairfield and City of Bridgeport

Dear First Selectman Tetreau:

The City of Bridgeport City Council has approved the attached resolution in support of the above mentioned project. Based on the State of Connecticut Department of Transportation acceptance of this project into the LOTCIP program the city agrees to fund 50% of the design of the project. The LOTCIP funding will cover 100% construction costs for the project as outlined in the DOT Commitment to Fund Letter Dated January 6, 2017

Please be advised that the City of Bridgeport wishes to proceed with this project as soon as possible.

Thank you for your assistance in this matter.

Sincerely,

Joseph P. Ganim
Mayor

c: John Ricci, Public Facilities Director
Nestor Nkwo OPM

Jose Tiago, Public Facilities Deputy Director
Jon Urquidi, Engineering



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
 NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-3189

January 6, 2017

The Honorable Michael C. Tetreau
 First Selectman
 Town of Fairfield
 Sullivan Independence Hall
 725 Old Post Road
 Fairfield, Connecticut 06824

Dear First Selectman Tetreau:

Subject: Local Transportation Capital Improvement Program (LOTICIP)
 Commitment to Fund
 State Project No. L050-0002
 Bridge No. 04225 - Bridge Replacement
 Commerce Drive/State Street over Ash Creek
 Town of Fairfield/City of Bridgeport

The Department of Transportation (Department) has received the revised LOTICIP application prepared by the Town of Fairfield (Municipality) and submitted through the Connecticut Metropolitan Council of Governments (COG) relative to the subject project. The Department has reviewed the application materials along with the revised cost estimate provided by the Municipality and subsequently endorsed by the COG.

The LOTICIP application for this project has been approved. The Department hereby commits to fund eligible project costs as follows:

Contract items:	\$ 2,299,527
Contingencies:	\$ 229,953
<u>Incidentals to Construction:</u>	<u>\$ 229,953</u>
Total Funding Commitment:	\$ 2,759,433

This Commitment to Fund is subject to general conditions including, but not limited to the following:

1. The project is to be administered by the Municipality in accordance with the *Local Transportation Capital Improvement Program Guidelines* dated March 2016, as may be revised. The guidelines are available on the Department's LOTICIP web page at www.ct.gov/dot/lotcip.

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JAN 10 2017

2. The project costs identified in this Commitment to Fund are based on estimates provided by the Municipality and are endorsed by the COG. These costs are to be considered capped until adjustment based on low bid or otherwise revised, in accordance with the LOTCIP guidelines.
3. Any scope revisions and/or twenty percent (20%) changes in cost identified during the design phase must be approved by the COG and the Department, as specified in the LOTCIP guidelines.
4. Upon completion of project design activities, the Municipality must forward to the Department, through the COG, a Final Design Submission along with supporting documentation and certifications, as defined in the LOTCIP guidelines.
5. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution subsequent to the receipt of the Final Design Submission package by the Department.

This commitment is further subject to the following project-specific conditions:

1. This project may require environmental permits. In accordance with the LOTCIP guidelines, the Municipality is responsible for the acquisition of all environmental permits that may be required. Please be advised that any project that involves work within waters or wetlands may require State and/or Federal environmental permits. **It is critical that the Municipality or their consultant contact the Connecticut Department of Energy and Environmental Protection (DEEP) - Inland Water Resources Division early in the design process** to discuss permitting requirements and to identify specific environmental concerns and design considerations. Failure to establish early coordination with DEEP may result in significant time delays in the permitting process due to the need for design changes and/or denial of permit applications.
2. Rights of way impacts associated with this project are unknown at this time. Should the need for right of way acquisitions be identified during the design phase, the COG and Department must be notified as soon as possible. Certain documentation relative to any right of way acquisitions will be required to be submitted to Department irrespective of whether LOTCIP participation is sought for costs associated with the acquisitions.
3. This project contains proposed improvements in both the town of Fairfield and the city of Bridgeport. It is the understanding of this office that the Town of Fairfield will act as the lead municipality in the administration of the project and will coordinate with the City of Bridgeport as necessary relative to all aspects of the project.

Please be informed that in accordance with the LOTCIP guidelines, the Department will initiate an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, historic/archaeological resources, etc. that may need to be investigated or addressed during the design phase.

The Honorable Michael C. Tetreau

- 3 -

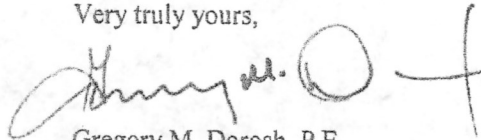
January 6, 2017

The Environmental Screening Review is expected to be completed within approximately thirty (30) days. The results will be forwarded to the Municipality and the COG when received.

If the Municipality accepts this Commitment to Fund, please sign below and return a copy of this letter to this office within thirty (30) days. Transmission via e-mail is acceptable.

Should you have any questions, please contact Mr. William Grant at (860) 594-3229 or by e-mail at William.E.Grant@ct.gov.

Very truly yours,



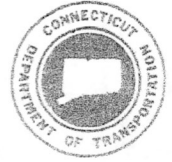
Gregory M. Dorosh, P.E.
Manager of Highway Design
Bureau of Engineering and Construction

cc: Mr. William Hurley, P.E., Engineering Manager, Town of Fairfield
The Honorable Joseph P. Ganim, Mayor, City of Bridgeport
Mr. Jon Urquidi, Engineering Supervisor, City of Bridgeport
Mr. Matthew Fulda, Acting Executive Director, Connecticut Metropolitan Council of Governments

Accepted by: _____ Date: _____
The Honorable Michael C. Tetreau
First Selectman



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone:

November 24, 2015

DEC 1 2015

The Honorable Bill Finch
Mayor
City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604

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NOV 25 2015

CITY OF BRIDGEPORT
MAYOR'S OFFICE

Dear Mayor Finch:

Subject: Bridge Inspection Reports for Local Structures
City of Bridgeport

The Department of Transportation (Department) has completed its biennial bridge inspection activities in the city of Bridgeport (City), which maintains 11 bridges in the National Bridge Inventory. The structure summary report and copies of the inspection reports are enclosed. The inspection reports are also available via the internet on the Department's ProjectWise database. Please contact Ms. Julie Annino by e-mail at Julie.Annino@ct.gov for log-in information. All structures are rated Fair or better except:

- Bridge No. 04194, Capital Avenue over Rooster River Overflow – Rated: Serious as of 2007
- Bridge No. 04225, State Street Extension over Ash Creek – Rated: Poor as of 2009
- Bridge No. 04226, Arctic Street over Pembroke Lakes – Rated: Poor as of 2007
- Bridge No. 04227, Island Brook Avenue over Pequonnock River – Rated: Poor (Deck) as of 2009

The Department is aware the City has received "Commitment to Fund" projects for Bridge Nos. 04194 (Project No. 9015-4194), 04225 (Project No. 9050-4225 with the Town of Fairfield), and 04226 (Project No. 9015-4426) through the Department's Local Bridge Program. Every effort should be made to expedite these projects.

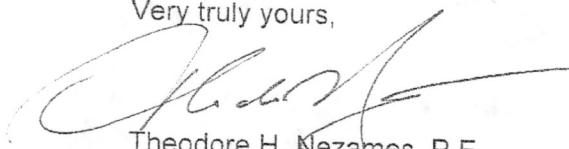
Bridge No. 04227 has an overall Fair rating, however, the bare concrete deck is in poor condition due to the riding surface and the sidewalks. Because the process to rehabilitate or replace a bridge can take five to ten years to complete, the City is advised to engage the services of a professional engineering firm immediately. This action is required so that any plans necessary for the rehabilitation or replacement of these structures can be prepared prior to the bridges degrading further and jeopardizing the safety of the traveling public. For information concerning possible funding assistance, please contact Mr. Francisco T. Fadul, Project Engineer for the Local Bridge Program, at (860) 594-2078.

November 24, 2015

It is the Department's belief that serious bridge problems can be prevented or minimized by timely corrective action. Please review the enclosed summary report for bridge specific deficiencies and other noted issues detected during the inspections, which should be corrected. In addition, the individual inspection reports should be reviewed for other deficiencies that require repair during routine maintenance activities. The State process of inventory and inspection in no way relieves the Town of its responsibility for bridge maintenance in accordance with Section 13a-99 of the Connecticut General Statutes.

If you have any questions, please contact Mr. David Tassavor of Bridge Safety and Evaluation at (860) 258-0712.

Very truly yours,



Theodore H. Nezames, P.E.
Manager of Bridges
Bureau of Engineering and Construction

Enclosures

cc: Mr. Ted J. Aldieri, FHWA
The Honorable Michael Tetreau, First Selectmen, Town of Fairfield
Mr. Brian Bidolli, Greater Bridgeport Regional Planning Agency

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Richard G. Kascak, Jr.
Bruce L. Levin
Russell D. Liskov
John R. Mitola
Lawrence A. Ouellette, Jr.
Ronald J. Pacacha
Lisa R. Trachtenburg
Tyisha S. Toms



ASSISTANT CITY ATTORNEYS

Tamara Titre
Eroll V. Skyers

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

March 15, 2017

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

**Re: Proposed Settlement of Pending Litigation in the Matter of
Jane Doe v. Pasquale Feola, et al
Docket No. 3:15cv01256**

Dear Councilpersons:

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

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Jane Doe	Civil Rights	Kevin Shea, Esq. Clendenen & Shea 400 Orange Street New Haven, CT 06511	\$40,000.00

Kindly place this matter on the agenda for the City Council meeting on March 20, 2017 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Danielle Kripps Paralegal



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #50-16 Ref'd to Contracts Committee on 03/20/2017.

March 9, 2017

To: Frances Wilson
Acting Assistant City Clerk

From: Veronica Jones
Tax Collector

Re: Proposed Resolution

Please place the enclosed proposed resolution on the agenda of the next Council meeting for referral to the Contracts and Appointments Committee. The purpose is to authorize the assignment of liens for the fiscal year 2017

Thank you.

cc: Honorable Joseph P. Ganim, Mayor
Kenneth Flatto, Finance Director

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BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorize and approve the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes.

BE IT FURTHER RESOLVED, That pursuant to Connecticut General Statutes, including sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorized the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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Ronald J. Pacacha
Tyisha S. Toms
Lisa R. Trachtenburg
March 15, 2017

ASSISTANT CITY ATTORNEYS
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COMM. #51-16 Ref'd to Contracts Committee 03/20/2017

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

**Re: Proposed Amendment of Resolution #195-14 Agreement for Solar Power at
Wonderland of Ice Facility (Approved on November 2, 2015)**

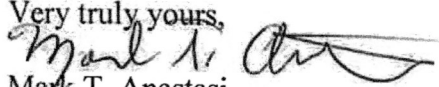
Dear Honorable Council Members:

The above referenced resolution authorized the City to enter into a System Site Lease Agreement and a Solar Power Purchase Agreement with CEFIA Holdings, LLC to install solar roof panels at the City owned Wonderland of Ice facility.

The contract documents previously approved have not to date been entered into by the parties; and due to the passage of time now warrant amendment prior to execution. Representatives of the Public Facilities Office and the City Attorney's Office will discuss the matter with the City Council's Contracts Committee at its Tuesday, April 11th meeting.

Kindly place this matter on the Agenda for referral to the Contracts Committee at the City Council's March 20, 2017 meeting. Thank you for your attention to this matter.

Very truly yours,


Mark T. Anastasi
Assoc. City Attorney

Cc: R. Christopher Meyer, City Attorney Joseph Gresko, Off. of the Mayor / Sustainability
Craig Harrigan, Principal 64 Solar, LLC Russell D. Liskov, Assoc. City Atty.
Benjamin Healey, Dir. Clean Energy Fin. /CT Greenbank John Ricci, Dir. Pub. Fac

POWER PURCHASE AGREEMENT

BETWEEN

[]

AND

[]

DATED AS OF [] __, 20[]

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POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (this “**PPA**”) is made and entered into as of [] __, 20[] (the “**Effective Date**”), by and between [], a [] limited liability company with offices at [] (“**Seller**”), and [], a [] with offices at [] (“**Buyer**”). Seller and Buyer are sometimes hereinafter referred to individually as a Party and collectively as the Parties.

RECITALS

- A. Seller intends to finance, own and operate a solar energy facility (the “**SEF**”) as more particularly described in Exhibit A attached hereto on premises subleased by Seller (the “**Premises**”) described in Exhibit B hereto.
- B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy generated by the SEF during the Term and otherwise in accordance with the terms of this PPA.
- C. Buyer is the [tenant/fee simple owner] of that certain [building] located at [] (the “**Building**”) [pursuant to that certain lease (the “**Buyer’s Lease**”) between Buyer as tenant and an affiliate of the [] (“**Landlord**”). The portion of Landlord’s property covered by Buyer’s Lease is referred to herein as **Buyer’s Leased Premises**.]

AGREEMENT

In consideration of the foregoing recitals, the mutual agreements, representations, warranties and covenants set forth in this PPA and the Schedules and Exhibits hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. DEFINED TERMS; RULES OF INTERPRETATION

1.1 Defined Terms. Capitalized terms used in this PPA shall have the meanings ascribed to them in the Schedule of Definitions and Rules of Interpretation attached hereto as Exhibit C and made a part of this PPA by this reference, or elsewhere in this PPA.

1.2 Rules of Interpretation. The rules of interpretation in the Schedule of Definitions and Rules of Interpretation shall apply to this PPA unless expressly provided otherwise.

ARTICLE 2. TERM

2.1 Term. The initial term of this PPA (the “**Term**”) shall commence on the Effective Date and shall be in effect until the twentieth (20th) anniversary of the Commercial Operation Date, provided that, upon the subsequent mutual agreement in writing of the Parties, the Term may be extended for two (2) successive, additional terms of five (5) years each[,

provided further that in no event shall the Term, as may be extended, exceed the term of the Buyer's Lease].

2.2 Conditions Precedent. The respective rights and obligations of the Parties under this PPA (subject to Section 2.4) are conditioned upon the satisfaction in full (or waiver by Seller) within three hundred and sixty-five (365) days after the Effective Date of (i) the receipt by Seller of final approval from Buyer's Serving Utility to operate and interconnect the SEF, and (ii) the following:

(a) Seller shall have received financing sufficient to enable it to purchase, construct, operate and maintain the SEF as required by this PPA on terms acceptable to the Seller in its sole discretion;

(b) Seller shall have obtained all Governmental Approvals and approvals from Buyer's Serving Utility, which approvals shall include conditions and terms satisfactory to Seller in its sole discretion, which discretion shall include the right to terminate this PPA if capital improvements are required to be made as a condition to receiving an interconnection agreement from Buyer's Serving Utility and such improvements exceed \$0.10/watt and/or are otherwise not economically acceptable to Seller;

(c) Seller shall have entered into an Interconnection Agreement with Buyer's Serving Utility that qualifies under applicable net metering programs, under which any over-production of energy is carried as a credit on Buyer's utility bill against later shortfalls in production of the SEF compared to Buyer's electricity consumption; and

(d) Completion of a physical inspection of the Premises, including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Premises for the SEF.

2.3 Notice of Commercial Operation. Unless otherwise agreed by the Parties, and subject to the remaining provisions of this PPA, Seller shall notify Buyer when the SEF has achieved Commercial Operation (the "*Notice of Commercial Operation*").

(a) **Construction Commencement Notice.** Seller shall provide Buyer with no less than three (3) days advance written notice of the commencement of construction of the SEF.

(b) **Construction Completion Deadline.** If Commercial Operation of the SEF does not occur on or before the date that is three hundred and sixty-five (365) days after the date construction commenced as referenced in the notice provided pursuant to Section 2.3(a) herein, either Party hereto shall have the right to terminate this PPA by providing written notice to the other at any time prior to the date upon which Commercial Operation is achieved.

2.4 Survival. The terms and conditions of this PPA shall survive the termination or expiration of this PPA only (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations and with respect to indemnification; and/or (ii) as otherwise specified herein.

ARTICLE 3.
PURCHASE AND SALE; DELIVERY, GOVERNMENTAL CHARGES

3.1 Purchase and Sale of Energy Output. During the Term, Seller shall deliver to Buyer, and Buyer shall take delivery of and consume, at the Delivery Point, all of the Energy in accordance with the terms of this PPA.

3.2 Price for Energy Output. Buyer shall pay Seller for all of the Energy delivered to the Delivery Point, as metered at the Metering Device, and for any Imputed Energy, at the applicable Energy Payment Rate. The payment to be made by Buyer to Seller shall equal the Energy and Imputed Energy for the relevant period multiplied by the Energy Payment Rate for such period.

3.3 Energy Payment Rate. During the period commencing on the Effective Date and ending on the last day of the Term before the first anniversary of the Commercial Operations Date Buyer shall pay for Energy delivered to the Delivery Point at a rate (the "***Energy Payment Rate***") equal to [] cents (\$[]) per kilowatt hour. In addition, beginning on the first anniversary of the Commercial Operation Date and on each subsequent anniversary of the Commercial Operation Date thereafter, the Energy Payment Rate in effect during the prior twelve (12) month period shall be increased by []%. Seller shall not make or add any demand, delivery or other incidental charges to the Energy Payment Rate. In all cases, any adjustments in the Energy Payment Rate shall be made to the nearest thousandth (.001) of a cent.

3.4 Title and Risk of Loss of Energy Output. Title to and risk of loss of the Energy will pass from Seller to Buyer at the Delivery Point. As between the Parties, Seller shall be deemed to be in exclusive control of all Energy prior to the Delivery Point, and Buyer shall be deemed to be in exclusive control of all Energy at and from the Delivery Point. Except as otherwise provided herein, Seller warrants that it will deliver the Energy to Buyer at the Delivery Point, free and clear of all liens, security interests, claims, and other encumbrances created by Seller.

3.5 Governmental Charges.

(a) Except as set forth in Section 3.5(b), Seller is responsible for paying all local, state and federal income taxes attributable to Seller for income received under this PPA.

(b) Buyer is responsible for paying all sales & use taxes ("***SUT***") assessed against Buyer due to Buyer's purchase of Energy. Such SUT shall also be reimbursed to Seller, should Seller, not Buyer, be assessed such SUT due to the Buyer's purchase of Energy.

(c) The Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Energy hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefor, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

3.6 [Minimum Output Requirements.

(a) The applicable “**Minimum Energy Output Requirements**” for the SEF shall be [TBD] kilowatt hours ([TBD] kWh) annually, beginning with the [fifth (5th)] anniversary of Commercial Operation, declining by one half of one percent (0.5%) on each anniversary of Commercial Operation thereafter, and may be met, at the Seller’s discretion, either by (i) SEF performance, (ii) by Seller’s delivery of substitute renewable energy sufficient to meet such requirements, provided that any substitute energy must be provided at the Energy Payment Rate provided for in Section 3.3; or, if Seller fails to perform under either (i) or (ii) herein, at Buyer’s discretion (iii) by Buyer procuring delivery of substitute renewable energy sufficient to meet such requirements, in which case Buyer shall be excused from procuring from Seller the quantity of purchased substitute renewable energy. Failure to meet any applicable Minimum Energy Output Requirement shall be judged on the basis of a three (3) year rolling average, with Seller permitted to offset underperformance in any annual period with performance in excess of applicable Minimum Energy Output Requirements in the year immediately preceding or following the year in which the underperformance occurred. Thus, the Seller’s satisfaction of the annual Minimum Energy Output Requirements shall be measured based upon three (3) consecutive years of performance, starting in Year 2 of the Initial Term. The Parties agree that the Minimum Energy Output Requirements are based on estimated output, and that the SEF size and output of a SEF may be modified prior to Commercial Operation of such SEF due to engineering, governmental or utility requirements, or site conditions.]

(b) Seller shall not be required to meet the Minimum Energy Output Requirement to the extent the failure to meet such Minimum Energy Output Requirement arises out of or results from: (i) a Person other than Seller or its approved service providers installing, removing or repairing the SEF; (ii) destruction, damage, modification or alteration to the SEF or its ability to produce energy not caused by Seller or its approved service providers while servicing the SEF; (iii) Buyer’s failure to perform, or breach of, its obligations under this PPA; (iv) any event of Force Majeure; (v) a power or voltage surge caused by a Person other than Seller; (vi) any SEF failure not caused by a SEF defect; or (vii) theft of the SEF.

3.7 Insolation. Buyer understands that unobstructed access to sunlight (“**Insolation**”) is essential to Seller’s performance of its obligations and a material term of this PPA. Buyer shall not in any way cause and, where possible, shall not in any way permit any interference with the SEF’s Insolation. If Buyer becomes aware of any activity or condition that could diminish the Insolation of the SEF, Buyer shall notify Seller immediately and shall cooperate with Seller in preserving the SEF’s existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 3.7 against Buyer.

3.8 Maintenance of Premises; Alterations to Premises. Buyer shall, at its sole cost and expense, maintain the Premises in good condition and repair. Buyer will ensure that the Premises remains interconnected to the local utility grid at all times and will not permit cessation of electric service to the Premises from the local utility. Buyer is fully responsible for the maintenance and repair of the Premises electrical system and of all of Buyer’s equipment that utilizes the SEF’s outputs. Buyer shall properly maintain in full working order all of Buyer’s electric supply or generation equipment that Buyer may shut down while utilizing the SEF. Buyer shall promptly notify Seller of any matters of which it is aware pertaining to any damage

to or loss of use of the SEF or that could reasonably be expected to adversely affect the SEF. Buyer shall not make any alterations or repairs to the Premises which may adversely affect the operation and maintenance of the SEF without Seller's prior written consent. If Buyer wishes to make such alterations or repairs, Buyer shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Buyer in making such alterations or repairs in a manner that avoids damage to the SEF, but, notwithstanding any such advice, Buyer shall be responsible for all damage to the SEF caused by Buyer or its contractors. To the extent that temporary disconnection or removal of the SEF is necessary to perform such alterations or repairs, such work and any replacement of the SEF after completion of Buyer's alterations and repairs shall be done by Seller or its contractors at Buyer's cost. All of Buyer's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

ARTICLE 4. ENVIRONMENTAL ATTRIBUTES AND TAX BENEFITS

4.1 Title to Environmental Attributes and Tax Benefits. All Environmental Attributes relating to the SEF or the Energy will be and shall remain property of Seller including, without limitation, Solar Renewable Energy Certificates or any comparable instruments. All Tax Benefits will be and shall remain property of Seller. Buyer shall assign to Seller all rights to and income from rebates, credits, or reimbursements attributable to the SEF. Buyer shall not report to a Person that any Environmental Attributes, Tax Benefits, rebates, credits, or reimbursements as assigned to Seller herein belong to any Person other than Seller. Seller shall be the sole owner and title holder of the SEFs at all times during the Term of this Agreement, which SEFs shall (i) at all times retain the legal status of personal property of Seller as defined under Article 9 of the Uniform Commercial Code and (ii) not attach to or be deemed a part of, or fixture to, the Premises. Without limiting the generality of the foregoing, Seller may file one or more precautionary financing statements, including fixture filings in such jurisdictions as it deems appropriate with respect to the SEFs to protect Seller's rights therein. Buyer shall take no position on any tax return or other filings suggesting that it is anything other than a purchaser of electricity from the SEFs. In this regard, the Parties intend this PPA to be treated as a "service contract" within the meaning of section 7701(e)(3) of the Internal Revenue Code.

4.2 Further Assurances. Promptly upon Seller's request and provided Seller is not in default hereunder, Buyer shall execute all such documents and instruments reasonably necessary or desirable to effect, evidence or transfer to Seller all right, title and interest in and to the Environmental Attributes and Tax Benefits. If the standards used to qualify the Environmental Attributes to which Seller is entitled under this PPA are changed or modified, Buyer shall promptly upon Seller's request and without cost to Buyer use all commercially reasonable efforts to cause the Environmental Attributes to comply with new standards as changed or modified.

4.3 Promotion and Branding. Nothing in this PPA is intended to preclude Buyer or Seller from distributing advertising or other promotional material highlighting the purchase and use of renewable energy from the SEF for commercial or branding purposes, provided that neither Party shall be permitted to release to the public any such material regarding the SEF or

the use of renewable energy therefrom without the prior review and approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, Buyer and Seller are mutually permitted to use the SEF for promotional purposes, which shall be limited to distribution of written materials, and may not include site visits or signs. Notwithstanding the foregoing, neither Party will use the other Party's (or any Financing Party's) corporate name, logo or other identification in any marketing, promotion, branding or other written, spoken or electronic communications without the express written permission of the other Party.

ARTICLE 5. CONSTRUCTION, MAINTENANCE AND MONITORING

5.1 Construction, Maintenance, and Monitoring of SEF by Seller.

(a) Seller shall, at its sole cost and expense, (i) on or before one (1) year after the Effective Date, construct the SEF and achieve Commercial Operation in a good and workmanlike manner and in accordance with all Laws and Prudent Utility Practices in all material respects, (ii) maintain the SEF in good condition (including any necessary cleaning of solar panels) and repair in accordance with Prudent Utility Practices and the terms of this PPA and all Laws in all material respects, and (iii) monitor the SEF's performance to ensure that any SEF malfunction causing a loss of Energy will be discovered and rectified in accordance with Prudent Utility Practices in all material respects. Buyer hereby consents, subject to Landlord's consent (which will be obtained by Seller), to the construction of the SEF's connection to Buyer's Building, including, without limitation, mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, and, in the case of metering equipment and utility interconnections, on portions of the Building and surrounding property outside of Buyer's Leased Premises so long as Seller does not unreasonably interfere with Buyer's ability to conduct its business or utilize Buyer's Leased Premises. Seller shall have the right to take reasonable action to restrict the right of persons to obtain access to the portion of the SEF on Buyer's Leased Premises and Buyer will cooperate with Seller in connection with these actions.

(b) Buyer grants to Seller and to Seller's agents, employees and contractors an irrevocable non-exclusive license running with the Premises (the "***License***") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the SEF; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the SEF to Buyer's electric system at the Premises and/or to the utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the SEF. Seller shall notify Buyer prior to entering the Premises except in situations where there is imminent risk of damage to persons or property or otherwise requiring Emergency Repairs. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "***License Term***"). During the License Term, Buyer shall ensure that Seller's rights under the License and Seller's access to the Premises are preserved and protected and shall not interfere with or permit any third parties to interfere with

such rights or access. The grant of the License shall survive termination of this agreement by either Party. Buyer agrees that Seller, upon request to Buyer, may record a memorandum of license in the land records respecting the License in form and substance reasonably acceptable to the parties.

(c) Seller shall provide Buyer reasonable notice of all activities conducted by or on behalf of Seller on the Buyer's Leased Premises. During any such activities, Seller, and its sub-contractors, agents, consultants, and representatives shall comply with Buyer's safety, insurance and security procedures (as may reasonably be promulgated from time to time), and Seller and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to not unreasonably interfere with Buyer's activities. This requirement of access shall not be construed to confer a leasehold on the Seller.

(d) Notwithstanding any provision of Section 5.1(b) or 5.1(c) to the contrary, Seller shall have access to the Buyer's Leased Premises to effect Emergency Repairs of the Interconnection Equipment located on Buyer's Leased Premises immediately upon, or as soon as practicable after, notice to Buyer of the need for access. For purposes of this Agreement, "Emergency Repairs" means any maintenance or repair necessary to address or prevent an unplanned interruption or reduction of Energy transmitted through the Interconnection Equipment from the SEF.

(e) Seller may curtail deliveries (inclusive of discontinuing or reducing Energy) if Seller reasonably believes that curtailment is necessary to construct, install, repair, replace, remove, maintain or inspect any of its equipment or facilities; or in connection with an emergency or an event of Force Majeure. To the extent practical, all maintenance and repairs shall be performed during off-peak hours and in a manner that would not require a complete interruption in Energy of the SEF. Seller shall notify Buyer of any curtailments of which Seller has advance knowledge, and will endeavor to mitigate the time periods and causes of such curtailments to the extent that such cause is within Seller's reasonable control. Subject to available sunlight, Seller shall resume deliveries of Energy as soon as is reasonably possible and safe in accordance with Prudent Utility Practices.

(f) Seller may modify, alter, expand or otherwise change the SEF without the prior written consent of Buyer as required by Prudent Utility Practices or applicable Law, so long as such modifications, alterations, expansions or other changes would not reasonably be expected to result in a material change in the capacity of the SEF or a material adverse impact on the operations of the SEF or the SEF's capability to operate. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

5.2 Buyer's Obligations.

(a) Buyer shall maintain Buyer's Leased Premises as provided in Buyer's Lease and shall not take any actions on Buyer's Leased Premises that would cause shading of the SEF or otherwise interfere with the operation of the SEF, reduce the production of Energy from the SEF or damage or otherwise increase the cost of maintenance of the SEF.

(b) Buyer shall provide or assist Seller and its agents and contractors in obtaining convenient access to and from the Interconnection Equipment located on Buyer's Leased Premises during normal business hours as is reasonably necessary or appropriate for Seller to complete the electrical interconnection to the Building.

(c) Buyer shall assist Seller and cooperate with Seller, as reasonably necessary and appropriate, to acquire and maintain the Governmental Approvals required for the construction, operation, maintenance and repair of the SEF's connection to Buyer's Building, including, but not limited to, signing the Interconnection Agreement or any applications or consents for permits, local utility interconnection, SREC creation and verification, and rebate applications as are required to be signed by a person in the position of Buyer and reasonably approved by Buyer's counsel.

(d) Buyer shall maintain the Site Electrical System in good condition and repair so as to be able to receive the Energy. Buyer will maintain its connection and service contract(s) with Buyer's Serving Utility or any successors thereto, so that the SEF may continuously generate and deliver Energy and so that Buyer may procure its full requirements for electricity that are not served by the SEF.

(e) Buyer shall not cause, or allow any Person under Buyer's control to cause the SEF's equipment on Buyer's Leased Premises to be disconnected or shut down, temporarily or otherwise, unless in the case of emergency or as a result of an event of Force Majeure. In the event of a disconnect or shut down on Buyer's Leased Premises of a portion of the SEF caused by Buyer or a Person under Buyer's control, damages and lost revenue will be assessed pursuant to the terms of Section 7.5, which is the sole measure of damages. At the request of Buyer, Seller may consent, such consent not to be unreasonably withheld, conditioned or delayed, to temporarily shut down all or a portion of the SEF for a predetermined period of time; provided that nothing herein shall require Seller's consent to a shutdown of the SEF if necessary as a result of an emergency. Seller will be compensated in connection with any such shutdown in accordance with Section 7.5. No damages will be due if the shutdown is due to a Force Majeure event.

5.3 Telemetry. Seller shall provide a means for Buyer to access real-time data or telemetry with respect to the SEF's performance [through means that may reasonably be incorporated into advertising and promotional materials]. Subject to Section 4.3 above, Seller retains the right to use telemetry and monitoring other data concerning the performance of the SEF for evaluative, maintenance, and promotional purposes.

ARTICLE 6. METERING DEVICE AND METERING

6.1 Metering Equipment. Seller shall provide, install, own, operate and maintain the Metering Device with the ability and right for Buyer to access real-time via internet connection to monitor the Metering Device. Buyer grants Seller a right of access to the Metering Device on Buyer's Building as needed to inspect, repair and maintain such Metering Device. Buyer shall allow for the installation of necessary communication lines in connection with the Metering Device and shall reasonably cooperate in providing access for such installation. The

Metering Device shall be kept under seal, such seal to be broken only by Seller when the Metering Device is to be tested, adjusted, modified or relocated. In the event that Seller or Buyer breaks a seal, the applicable Party shall notify the other as soon as practicable.

6.2 Measurements. Readings of the Metering Device shall be conclusive as to the amount of Energy output; *provided, however*, that if the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 6.3, or registers inaccurately, measurement of Energy to the Delivery Point shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when Metering Device was registering accurately; or (b) if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 6.3 was equal to (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of such Metering Device through the date of the adjustments; *provided, however*, that, in the case of clause (ii), the period covered by the correction under Section 6.3 shall not exceed twelve (12) months.

6.3 Testing and Correction.

(a) Upon Buyer's reasonable request, but in no event more than once every twelve (12) months, Seller shall inspect and test the Metering Device for accuracy. Each Party and its consultants and Representatives shall have the right to witness each test of the Metering Device to verify the accuracy of its measurements and recordings. Seller shall provide at least ten (10) days prior written notice to Buyer of the date upon which any such test is to occur. Seller shall prepare a written report setting forth the results of each such test, and shall provide Buyer with copies of such written report not later than thirty (30) days after completion of such test. Subject to Section 6.3(b) below, Seller shall bear the cost of the testing of the Metering Device and the preparation of the Metering Device test reports.

(b) The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

- (i) If either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing.
- (ii) Seller shall, within thirty (30) days after receiving such notice from Buyer or Buyer shall, within such time after having received such notice from Seller, advise the other Party in writing as to its position concerning the accuracy of such Metering Device and state reasons for taking such position.
- (iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the Third Party Monitor to test the Meter.
- (iv) [If the Metering Device is found to be inaccurate by not more than five percent (5%), any previous recordings of the Metering Device shall be

adjusted in accordance with Section 6.2(b)(i) and the party claiming such inaccuracy shall bear the cost of inspection and testing of the Metering Device.

- (v) If the Metering Device is found to be inaccurate by more than five percent (5%) or if such Metering Device is for any reason out of service or fails to register, then (A) Seller shall promptly cause any Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 6.2, and (C) Seller shall bear the cost of inspection and testing of the Metering Device. If as a result of such adjustment the quantity of Energy output for any period is decreased, Seller shall reimburse Buyer within thirty (30) days for the amount paid by Buyer in consideration for the decrease. If as a result of such adjustment the quantity of Energy output for any period is increased, Buyer shall pay Seller within thirty (30) days for the additional quantity of Energy at the Energy Payment Rate applicable during the applicable period.]

6.4 Live Meter Maintenance. Buyer acknowledges and understands that the SEF is installed behind the current electric utility meter located on Buyer's Leased Premises (the "**Meter**") and that the Meter remaining live is critical to the proper operation of the SEF. Therefore, Buyer agrees that, in the event Buyer defaults in an obligation to Buyer's Serving Utility, becomes insolvent, Bankrupt, or enters into any condition that threatens the live nature of the Meter, Seller shall have the unilateral and exclusive right to transfer the account for the Meter into Seller's name for the duration of the Term.

ARTICLE 7.

LOSS, DAMAGE OR DESTRUCTION OF SEF; INSURANCE; FORCE MAJEURE; PAYMENTS FOR TEMPORARY SHUT DOWN

7.1 SEF Loss.

(a) Seller shall bear the risk of any SEF Loss excluding, however, any SEF Loss arising out of or resulting from (i) any acts or omissions of Buyer or Buyer's agents, Representatives, customers, vendors, visitors, or invitees or (ii) any breach of the PPA by Buyer (collectively, the circumstances set forth in clause (i) or (ii), "**Buyer Act**").

(b) In the event of any SEF Loss that, in the reasonable judgment of Seller, results in less than total damage, destruction or loss of the SEF and more than five (5) years remains in the Term, this PPA will remain in full force and effect and Seller will, at Seller's sole cost and expense, subject to Section 7.1(c) below, repair or replace the SEF as quickly as practicable.

(c) To the extent that any SEF Loss, which in the reasonable judgment of Seller, results in less than total damage or destruction or loss of the SEF, is caused by Buyer Act,

Buyer shall promptly upon demand therefor from Seller pay any and all costs and expenses of such repair or replacement.

(d) In the event of any SEF Loss that, in the reasonable judgment of Seller, results in total damage, destruction or loss of the SEF, or to the extent the SEF is damaged during the last five (5) years of the Term, Seller shall, within thirty (30) Business Days following written notice from the Buyer of the occurrence of such SEF Loss, notify Buyer whether Seller is willing, notwithstanding such SEF Loss, to repair or replace the SEF, it being understood that in such instance Seller shall have no obligation to restore the SEF.

(e) In the event that Seller notifies Buyer that Seller is not willing to repair or replace the SEF, this PPA will terminate automatically effective upon the effectiveness of such notice unless Buyer agrees to pay the restoration cost. If such SEF Loss has been caused solely by Buyer Act, Buyer shall, within ten (10) Business Days following such termination, pay to Seller, as liquidated damages, the Termination Payment applicable as of such termination date.

(f) In the event that Seller notifies Buyer that Seller is willing to repair or replace the SEF, the following shall occur: (A) this PPA will remain in full force and effect, and (B) Seller will repair or replace the SEF as quickly as practicable but in any event within six (6) months of the casualty and, in addition, if such SEF Loss has been caused, in total or partially, by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay any and all costs and expenses of such repair or replacement caused by such Buyer Act.

7.2 Insurance.

(a) Each Party will, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$3,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, with aggregate limits of \$5,000,000. Coverage may be part of a blanket and/or umbrella policy.

(b) Buyer and Seller (or Seller's subcontractors), will maintain worker's compensation and employer's liability insurance, including stop gap coverage, in compliance with applicable laws. The limits of employers' liability insurance shall not be less than \$1,000,000.

(c) Each Party will name the other Party as an additional insured in each such policy provided in this Section 7.2 using the form CG 2010 or the equivalent. The policies insuring a Party against loss or destruction to property shall waive any right of subrogation against the other Party. As to each such policy, the insured Party shall furnish to the other Party a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section 7.2. At the request of a Party, the other Party shall furnish to such Party applicable endorsements evidencing the required coverages.

(d) The provision of this PPA shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

(e) Seller shall be permitted to satisfy the insurance requirements in this Section 7.2 with any combination of general liability and umbrella policies or self-insured retentions.

7.3 Performance excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the “**Claiming Party**”) gives notice and details of the Force Majeure event to the other Party as soon as practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, then the Claiming Party will be excused from the performance of its obligations under this PPA affected by the Force Majeure event (other than the obligation to make payments under this PPA) for a period equal to the effect of the disabling Force Majeure circumstances. The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; *provided, however*, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

7.4 Termination due to Force Majeure. If a Claiming Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer, the non-Claiming Party may terminate this PPA, in whole or in part, without any liability to the Claiming Party as a result of such termination (except with respect to payment of amounts accrued prior to termination and actions or omissions that occur prior to termination) by providing written notice of such termination at any time prior to the date upon which the obligation prevented by such Force Majeure has been satisfied. Without limiting the generality of the foregoing, if Seller does not deliver Energy from the SEF to Buyer for a continuous period of twelve (12) months for any reason other than Buyer’s default hereunder, Buyer shall have the right to terminate this PPA by delivering written notice of such termination at any time prior to the date upon which the SEF resumes the production of Energy.

7.5 Payment for Temporary Shutdown of SEF or Reduced Energy Output. In the event (a) Buyer needs to conduct any type of work on the Building or Site Electrical System that will require the shutdown of the SEF, (b) Buyer or any Person within Buyer’s control causes any disruption on Buyer’s Leased Premises which will require, or otherwise causes, Seller to cease making deliveries of Energy, or otherwise causes the SEF to shut down, or (c) Buyer or any Person in Buyer’s control causes a reduction in Energy output from the SEF, whether from disruption on the Buyer’s Leased Premises or otherwise, Buyer’s payments due hereunder shall be adjusted to compensate Seller for the Imputed Energy during the period in which Energy cannot be or is not generated and delivered to Buyer during such shutdown, together with the value of Environmental Attributes and Tax Benefits relating to such Imputed Energy. The payment adjustment shall be equal to the sum of: (1) the value of Imputed Energy determined on the basis of the historical performance of the SEF during the applicable time period during the calendar year immediately prior to the suspension (i.e. based on seasonality and actual performance, e.g. if the interruption is from June 1 through June 10 then the lost revenue shall be based on the SEF’s performance from June 1 – June 10 of the previous year – and if such interruption occurs during the first calendar year following the Commercial Operation Date, such lost revenue shall be measured using the Expected System Output for the applicable time period); (2) the value of Environmental Attributes relating to such Imputed Energy; (3) the value of lost Tax Benefits; and (4) Seller’s actual costs of connecting or disconnecting the SEF from or

to Buyer's Building. For purposes of this PPA, the value of Environmental Attributes shall be determined based on the greater of the value at which Seller had contracted to sell those Environmental Attributes or the spot market value.

ARTICLE 8. EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. An Event of Default means, with respect to a Party (a "***Defaulting Party***"), the occurrence of any of the following:

(a) the failure to make, when due, any payment required under this PPA if such failure is not remedied within ten (10) Business Days after receipt of written notice from the Party claiming the failure (a "***Non-Defaulting Party***");

(b) any representation or warranty made by such Party in this PPA is intentionally false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure to perform any material covenant or obligation set forth in this PPA if such failure is not remedied within thirty (30) days after receipt of written notice from the Non-Defaulting Party; provided, however, that, if despite due diligence such default is not capable of cure within thirty (30) days, the Defaulting Party shall have such additional time as is reasonably necessary to cure such default, provided the Defaulting Party diligently pursues such cure and completes same within ninety (90) days after the receipt of such notice;

(d) such Party becomes Bankrupt; or

(e) solely as to Buyer, (i) the closure or shutdown of Buyer's operations or other shutdown of the SEF caused by the action or inaction of Buyer or of any Person under Buyer's control; (ii) Buyer loses its rights to occupy and enjoy the Premises; or (iii) Buyer prevents Seller from installing the SEF or otherwise fails to perform in a way that prevents the delivery of electronic energy from the SEF.

8.2 Buyer Remedies. Upon the occurrence and during the continuance of an Event of Default where Seller is the Defaulting Party (a "***Seller Event of Default***"), Buyer shall have all rights available to it at law and in equity; however, notwithstanding the foregoing, it is agreed that Buyer shall have the right to terminate this PPA as a result of a Seller Event of Default only in the event such Seller Event of Default is a monetary Event of Default or a material non-monetary Event of Default that has resulted in substantial harm, economically or otherwise, to Buyer (each such default being a "***Seller Termination Default***"). In the event any Seller Termination Default remains uncured following any applicable notice and cure period, Buyer shall have the right to provide Seller with written notice of its intent to terminate this PPA. In the event such specified Seller Termination Default and any other subsequent termination event is not cured within forty five (45) days of Seller's receipt of such notice of intent to terminate (which notice shall specify the exact Seller Termination Default and any other being claimed) then thereafter, and only thereafter, Buyer shall have the right to terminate this PPA as of such date by providing written notice of such termination to Seller.

8.3 Seller Remedies. (a) If an Event of Default of Buyer has occurred and is continuing, Seller has the right in its sole discretion, without obligation, to take any and all action reasonably necessary to cure such Buyer Event of Default. In the event that Seller exercises such right, Buyer shall promptly reimburse Seller for any and all reasonable costs and expenses incurred by Seller (including reasonable attorney's fees) in connection with the exercise of Seller's rights hereunder.

(b) Upon the occurrence and during the continuance of an Event of Default where Buyer is the Defaulting Party (a "**Buyer Event of Default**"), Seller shall have the right to (i) terminate this PPA by providing five (5) days prior written notice of such termination to Seller and (ii) Buyer shall pay a Termination Payment to Seller.

8.4 Termination Payment Notice. In the event that Seller elects to require payment of the Termination Payment by Buyer as provided in Section 8.3, then, as soon as practicable after calculation of the Termination Payment by Seller, Seller will notify Buyer of the amount of the Termination Payment and any amount otherwise due and outstanding under this PPA. Such notice will include a written statement explaining in reasonable detail the calculation of such amount. Buyer shall be required to pay the Termination Payment and any amount otherwise due and outstanding under this PPA to Seller within ten (10) Business Days after the effectiveness of such notice.

8.5 Remedies Cumulative. Except as specifically provided to the contrary, the rights and remedies contained in this Article 8 are cumulative with the other rights and remedies available under this PPA or at law or in equity.

8.6 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this PPA. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 9. INVOICING AND PAYMENT

9.1 Invoicing and Payment. Seller will issue monthly invoices within ten (10) days after the conclusion of the preceding calendar month for deliveries made during that month. Except as specifically provided to the contrary herein, all invoices under this PPA will be due and payable not later than [twenty (20)] days after receipt of the applicable invoice. Each Party will make payment by check, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the applicable due date will accrue interest at the Late Payment Interest Rate until paid in full.

9.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this PPA at any time within twelve (12) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay

the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are manifestly inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give notice of the objection to the other Party. Any required payment will be made within ten (10) Business Days after resolution of the applicable dispute, together with interest accrued at the Late Payment Interest Rate from the due date to the paid date.

9.3 No Setoff. Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.

9.4 Records and Audits. Each Party will keep, for a period not less than two (2) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours. Notwithstanding the foregoing, in the event that Buyer conducts an audit and discovers an inaccuracy in Seller's invoices, charges, computations and payments required for a Transaction in an amount in excess of five percent (5%), Buyer shall be entitled to recover the cost and expense of the audit in addition to the other corrective actions required as a result of said audit.

9.5 Currency. All pricing offered, payments made and amounts referenced hereunder are and will be in U.S. dollars.

ARTICLE 10.

REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

10.1 Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this PPA are within its powers, have been duly authorized by all necessary action, do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it and do not require the consent of any third party; (c) this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other Laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court; (d) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing; (e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this PPA; and (f) it understands that the other Party is not acting as a fiduciary for or an advisor to it or its Affiliates. Buyer represents and warrants to Seller that: (i) to its knowledge, there are no site conditions or construction requirements (including any Environmental Condition) that would increase the cost of installing the Interconnection Equipment at the planned locations or increase

any liabilities in connection with the Interconnection Equipment; (ii) the information provided to Seller pursuant to this PPA as of the Effective Date is true and accurate in all material respects; (iii) [Buyer has fee simple title to the Premises]; (iv) no electricity generated by the SEF will be used to heat a swimming pool; (v) Buyer is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company and (vi) each Party has no knowledge of any facts or circumstances that could materially and adversely affect their respective ability to perform their obligations hereunder.

10.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a “utility” as such term is used in Section 366 of the United States Bankruptcy Code and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE 11. INDEMNITY; LIMITATIONS

11.1 Indemnity. To the fullest extent permitted by law, each Party (the “*Indemnitor*”) hereby indemnifies and agrees to defend, protect, and hold harmless the other Party and its Representatives (the “*Indemnified Parties*”) from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys’ fees) (“*Indemnity Claims*”) caused by, resulting from, relating to or arising out of any breach of this PPA by the Indemnitor or any of its Representatives or any negligence or intentional misconduct on the part of the Indemnitor or any of its Representatives; *provided, however*, that the Indemnitor will not have any obligation to indemnify the Indemnified Parties from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the gross negligence or intentional misconduct of the Indemnified Parties, or material breach of this PPA by the Indemnitee. In addition to the foregoing, to the fullest extent permitted by law, Buyer, as the Indemnitor, hereby indemnifies and agrees to defend, protect, and hold harmless Seller and its Representatives, as the Indemnified Parties, from and against any and all Indemnity Claims related to any and all Environmental Conditions, except to the extent that the same are caused by the negligence or willful misconduct of Seller and/or its Representatives, where, as used in this PPA, the term (a) “*Environmental Conditions*” means (i) the violation or alleged violation of any Environmental Law at or on the Buyer’s Leased Premises; (ii) the release or potential release of any Hazardous Material at, on or from the Buyer’s Leased Premises, unless such Hazardous Material was brought onto the Buyer’s Leased Premises by Seller or its Representatives; and/or (iii) any other environmental matter adversely affecting the Buyer’s Leased Premises that was not directly caused by Seller or its Representatives; (b) “*Hazardous Material*” means any substance or material regulated by or listed in any Environmental Law; and (c) “*Environmental Law*” means any federal, state or local law, regulation, ordinance or other requirement governing human health and/or the environment.

11.2 Limitation of Remedies, Liability and Damages. The Parties confirm that with respect to the matters specified herein and to the extent specified the express remedies and measures of damages provided in this PPA satisfy the essential purposes hereof. Without prejudice to the calculation of the amount of any Termination Payment, payment for Imputed Energy, and/or indemnity claims arising out of claims by third parties, neither Party will be liable

for consequential, incidental, punitive, special exemplary or indirect damages, by statute, in tort or under contract under any indemnity provisions or otherwise; provided however, that notwithstanding the foregoing, in no event will the foregoing limitations of liability be applied to limit the extent of the liability of either Party to the other for intentional misconduct. The limitations imposed herein or remedies and the measure of damages are without regard to the applicable cause or causes, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. Notwithstanding any provision of this agreement to the contrary, Seller's maximum liability to the Buyer, except for indemnity obligations in respect of personal injury, property damage and intellectual property infringement claims, under this Agreement will be limited, in the aggregate to the difference between the amount Buyer actually pays to utility for electricity used by Buyer and the amount Buyer would have had to pay to Seller for electricity supplied by Seller over the remaining term of the Agreement.

11.3 Limitations on Warranties. Except as expressly provided in this PPA, Seller hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose.

11.4 Duty to Mitigate. Buyer and Seller shall each have a duty to mitigate damages pursuant to this PPA, and each shall use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of this PPA, including with respect to termination of this PPA.

ARTICLE 12. CONFIDENTIALITY

The price, other material terms, and text of this PPA shall be deemed Confidential Information, and Buyer and Seller shall take commercially reasonable steps to ensure that Confidential Information shall not be disclosed by Buyer or Seller to any other person. Neither Party will use any Confidential Information for any purpose except such Party's performance under this PPA. Furthermore, neither Party will disclose any Confidential Information to any third party (other than (and then only for purposes permitted by this PPA) the Party's or the Party's Affiliates' officers, employees, lenders, counsel, accountants, advisors or Financing Parties who have a need to know such information for the purposes permitted by this section and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein) except in order to comply with the requirements of any applicable Law or any exchange, control area or independent system operator rule, tariff or agreement or in connection with any judicial or regulatory proceeding or request by a Governmental Entity; provided, however, that each Party will use reasonable efforts to prevent or limit any such disclosure. "**Confidential Information**" further includes, without limitation, any nonpublic confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA and the SEF and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination of the Transaction to which any Confidential Information relates. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of

this Article 12 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Article 12. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 12, but shall be in addition to all other remedies available at law or in equity. Confidential Information does not apply to information that (i) becomes publicly available other than through the receiving Party's or its Representatives' breach of this PPA, (ii) is independently developed by the receiving Party or (iii) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. Nothing in this paragraph shall be construed to limit either Party's obligation or ability to disclose information pursuant to subpoenas, investigation, litigation or the like.

**ARTICLE 13.
NOTICES**

13.1 Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, [electronic mail,] overnight delivery or regular, certified, or registered mail, return receipt requested. All notices shall be deemed to have been properly given or made upon the earliest to occur of (a) actual delivery, (b) two (2) days after being sent by overnight courier service, (c) five (5) days after being deposited in the mail addressed as aforesaid and (d) one (1) day after being sent by e-mail; provided that in the case of notice by e-mail such notice is followed promptly by the sending of the original of such notice by overnight courier service. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Buyer:

[]

If to Seller:

[]

With copy to:

[]

**ARTICLE 14.
ASSIGNMENT AND FINANCING**

14.1 Assignment; Binding Effect.

(a) Except for assignments to Affiliates, neither Buyer nor Seller shall, without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed, assign, pledge or transfer all or any part of, or any right or obligation

under, this PPA, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void.

(b) Notwithstanding the foregoing, Seller may, without the prior written consent of Buyer, assign, mortgage, pledge or otherwise directly or indirectly transfer all or any part of, or any right or obligation under this PPA (i) to any party that acquires Seller or all or substantially all of Seller's assets; (ii) for security purposes in connection with any financing or other financial arrangements regarding SEF; (iii) to any Financing Party; (iv) to any Qualified Assignee or (v) to an entity that enters into an agreement with a Qualified Assignee pursuant to which (1) such Qualified Assignee shall be responsible for SEF operation and maintenance under this PPA and (2) Seller shall have granted to the Qualified Assignee all other rights granted to Seller herein necessary for operation and maintenance of SEF (each, a "***Permitted Transfer***"). Seller shall deliver notice of any Permitted Transfer to Buyer in writing as soon as reasonably practicable. Buyer agrees to execute such reasonable consents to assignment and other documents, and to provide such information, as is requested by Seller in connection with any Permitted Transfer.

(c) Subject to the foregoing restrictions on assignment, this PPA will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

14.2 Cooperation with Financing. Buyer acknowledges that Seller will be financing the construction of the SEF and Buyer agrees that it shall reasonably cooperate with Seller and its Financing Parties in connection with such financing for the SEF, including (a) the furnishing of such public information; (b) the giving of such certificates; (c) providing of an officer's certificate of Buyer or its affiliate that this PPA was duly authorized, executed and delivered by Buyer, (d) the obtaining of any lien waivers, the execution of commercial law forms and such other documents, all as reasonably requested by Seller or any Financing Party to secure such Financing Party's collateral position in the SEF or in Seller's rights under this PPA; *provided, however*, that the foregoing undertaking shall not obligate Buyer to change any rights of benefits, or increase any burdens, liabilities or obligations of Buyer, under this PPA to the Financing Parties except as specifically provided herein.

ARTICLE 15. FINANCING PARTY ACCOMMODATIONS

15.1 Buyer Acknowledgment. Buyer acknowledges that Seller shall have the right to finance the SEF with financing accommodations from a Financing Party and that Seller's obligations will be secured by, among other collateral, a pledge or collateral assignment of this PPA and a first security interest in the SEF. In order to facilitate such necessary financing, Buyer agrees as set forth below.

15.2 Consent to Assignment. Notwithstanding any contrary term or provision of this PPA, Seller shall have the right to assign this PPA in connection with the financing or refinancing of the SEF, and Buyer consents to the assignment by Seller to the Financing Party of Seller's right, title and interest in and to this PPA. Notwithstanding any contrary term or provision contained in this PPA, any assignment of this PPA to a Financing Party for financing

or refinancing of the SEF shall not require Buyer's consent. In addition, Buyer shall in good faith work with Seller and Seller's Financing Party upon request to agree upon consent by Buyer to the assignment of this PPA, provided that any such consent does not require Buyer to alter its rights and obligations pursuant to this PPA in any way.

15.3 Financing Party's Rights Following an Event of Default. Notwithstanding any contrary term or provision of this PPA:

(a) The Financing Party, as assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this PPA in accordance with the terms of this PPA, provided that such Financing Party also satisfies the obligations of Seller hereunder. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this PPA and the SEF.

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this PPA and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default or Seller Event of Default in the time and manner provided by the terms of this PPA. Nothing herein requires the Financing Party to cure any Seller Event of Default (unless the Financing Party has succeeded to Seller's interests) to perform any act, duty or obligation of Seller, but Buyer hereby gives the Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the SEF, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to the Financing Party, Buyer's consent shall not be required, however, the Financing Party will give notice to Buyer of the transferee or assignee of this PPA; *provided, further*, that any sale, transfer or other disposition of the SEF by the Financing Party, whether by judicial proceeding or otherwise, shall be made solely to a Qualified Assignee. Any such exercise of remedies shall not constitute an Event of Default.

(d) Upon any rejection or other termination of this PPA pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within sixty (60) days of such termination or rejection, Buyer will enter into a new PPA with Financing Party or its Qualified Assignee, on the same terms and conditions as hereunder.

(e) In the event that a Financing Party becomes the owner of the SEF as a result of the exercise of remedies under subsections (c) or (d) above, whether as a result of the exercise of its remedies as a secured party or in connection with the bankruptcy of Seller, the Financing Party shall agree not to disturb the Buyer's rights to purchase Energy under this PPA, pursuant to the terms and conditions hereof, and further agrees to sell its right in the SEF or the PPA to a Qualified Assignee purchaser only if such purchaser agrees to continue to provide Buyer with Energy under this PPA in accordance with the terms and conditions thereof.

15.4 Financing Party's Right to Cure.

(a) Upon receipt from Financing Party of its invocation of the rights provided for in this Section 15.4 and the name and address of the Financing Party entitled to notice, Buyer

will not exercise any right to terminate this PPA unless Buyer has given the Financing Party prior written notice at the address provided to Buyer in writing of any event giving rise to Buyer's right to terminate this PPA. Buyer's notice of an intent to terminate this PPA must specify the condition giving rise to such right. Notwithstanding any contrary term or provision in this PPA, Financing Party shall have forty five (45) days beyond the cure period provided to Seller pursuant to this PPA to cure the condition. Buyer's and Seller's obligations under this PPA will otherwise remain in effect and required to be fully performed during any cure period.

(b) If the Financing Party or its Qualified Assignee (including any purchaser which meets the definition of a Qualified Assignee) has commenced and is diligently pursuing judicial proceedings to acquire title to or control of the SEF, or has acquired title to or taken control of the SEF, and in either event cures all existing Seller Events of Default that are capable of being cured by Financing Party or its Qualified Assignee subject to and within the time allowed by Section 15.4(a) and assumes in writing the obligations of Seller hereunder, then this PPA will continue in full force and effect.

15.5 Notice of Defaults and Events of Default. Upon and at any relevant time after receipt of the notice provided for in Section 15.4(a), Buyer agrees to deliver to the Financing Party a copy of any notice of a Seller's default simultaneously with the delivery of such notice by Buyer to Seller.

ARTICLE 16. MISCELLANEOUS

16.1 Governing Law. This PPA will be governed by the Laws of the State in which the SEF is located, without giving effect to principles of conflicts of laws.

16.2 Entire Agreement; Amendments. This PPA (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Without limiting the generality of the foregoing, the Parties acknowledge and agree that, as of the Effective Date of the PPA, (a) any and all prior agreements between the Parties relating to the subject matter of the PPA, including the Initial PPA (collectively, the "***Prior Agreements***") are superseded in their entirety by the PPA, (b) the Prior Agreements are of no further force or effect and no longer the legal obligation of either Party, (c) no Party had, nor now has, any claim against, or liability or obligation to, the other Party under the Prior Agreements, and (d) no asset or property of either Party was, or now is, bound by, or subject to, any encumbrance, lien or other restriction by reason of the Prior Agreements. Except as otherwise expressly provided in this PPA, any amendment, modification or change to this PPA will be void unless in writing and executed by both Parties.

16.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either Party of a breach of any term or provision contained herein shall be effective unless signed and in writing and signed by the waiving Party. No consent by either Party to, or waiver of a breach by either Party, whether express or implied, shall be construed operate as or constitute a consent to waiver of, or excuse of any other or subsequent or succeeding breach by either Party.

16.4 Severability. If any part, term, or provision of this PPA, is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal enforceable, and valid provision that is as similarly in tenor to the stricken provision, within the limits of applicable Law, and the remainder of this PPA will remain in full force.

16.5 No Third Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

16.6 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder unless such obligations were assumed in writing by the Person against whom recourse is sought.

16.7 Relationship of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose unless expressly stated otherwise herein.

16.8 Attorneys' Fees; Costs. In the event of any action, claim, suit, proceeding, or arbitration between the Parties relating to this PPA or the subject matter hereof the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of such action claim, suit, proceeding, or arbitration in addition to any other relief granted or awarded. Each Party will bear its own costs and expenses relating to negotiating this PPA and any additional documents relating hereto or thereto.

16.9 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or other electronic transmissions (such as an email .pdf file) is binding upon the other Party as an original.

16.10 Further Assurances. The Parties shall at their own cost and expense do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

16.11 General Interpretation. The terms of this PPA have been negotiated by the Parties hereto and the language used in this PPA shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This PPA shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any

portion thereof to be drafted, or in favor of the party receiving a particular benefit under the PPA. No rule of strict construction will be applied against any person.

16.12 Removal of Liens. Buyer will ensure that no liens of whatever type will be filed, lodged or attached to the SEF (other than those created by Seller or its creditors). If any such liens are filed, lodged or attached to the SEF, Buyer shall immediately notify Seller in writing, will promptly do all acts and things at the Buyer's expense to remove such liens and agrees to fully indemnify Seller for any loss and damage (including reasonable attorneys' fees) that Seller incurs as a result of any lien on or over the SEF. Seller shall be entitled to, and is hereby authorized to, file one or more precautionary Uniform Commercial Code financing statements or fixture filings, as applicable, in such jurisdictions as it deems appropriate with respect to the SEF in order to protect its rights in the SEF.

16.13 Forward Contract. The Parties acknowledge and agree that this PPA and the transactions consummated under this PPA constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

16.14 Dispute Resolution.

a. Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), then senior management personnel from both Seller and Buyer shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 16.14(b) shall apply.

b. Jurisdiction and Venue. In the event the Parties are unable to resolve a Dispute pursuant to the provisions of Sections 16.14(a), the Parties agree that the [] of [] shall have exclusive jurisdiction and venue to hear all disputes arising out of or relating to this Agreement. Further, notwithstanding anything in this Agreement to the contrary, in the event a Party fails to perform as agreed upon hereunder, the non-breaching Party has the right to seek such injunctive relief and other equitable relief from the [] of [].

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

SOLAR ENERGY FACILITY

The solar energy facility (SEF) shall consist of [] (the “*Expected System Output*”), installed []. The SEF shall be interconnected electrically directly to the Delivery Point behind the meter installed on the Buyer’s Leased Premises at the Building by Buyer’s Serving Utility.

EXHIBIT B

PREMISES

The Premises shall consist of facilities owned or operated [] or their affiliates located at [] comprising that portion of the Buyer's Leased Premises, including of the Building, on which is located any Interconnection Equipment, including the Delivery Point.

EXHIBIT C

Schedule of Definitions and Rules of Interpretation

1. **Definitions.** The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

(a) “**Affiliate**” means with respect to any entity, such entity’s general partner or manager, employee, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such entity. For purposes of this definition, “control” (including, with its correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any such person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

(b) “**Bankrupt**” means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) is unable to pay its debts generally as they come due or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(c) “**Building**” means the Buyer’s Leased Premises, that certain building located at [].

(d) “**Buyer**” means [].

(e) “**Buyer Event of Default**” has the meaning ascribed thereto in Section 8.2.

(f) “**Buyer Misconduct**” shall have the meaning ascribed to it in Section 7.1.

(g) [“**Buyer’s Lease**” shall have the meaning ascribed to it in the Recitals.]

(h) “**Buyer’s Premises**” and “**Buyer’s Leased Premises**” means that certain portion of the Building leased by Buyer from Landlord pursuant to the Lease.

(i) “**Buyer’s Serving Utility**” means [].

(j) “**Buyer Termination Default**” has the meaning ascribed thereto in Section 8.3(b).

(k) “**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

(l) “**CAMD**” means the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a program involving transferability of specific Environmental Attributes.

(m) “**Claiming Party**” shall have the meaning ascribed to it in Section 7.3.

(n) “**Commercial Operation**” will begin on the day in which the entire SEF is operating on a sustained basis and producing not less than the Expected System Output and Seller is in receipt of all required approvals, signoffs and permits from any and all Governmental Entities and the Buyer’s Serving Utility for the production and sale of Energy (including the resale of Energy to Buyer’s Serving Utility).

(o) “**Commercial Operation Date**” means the date upon which the SEF begins Commercial Operation, as set forth in the Notice of Commercial Operation.

(p) “**Confidential Information**” shall have the meaning ascribed to it in Article 12.

(q) “**Defaulting Party**” shall have the meaning ascribed to it in Section 8.1.

(r) “**Delivery Point**” means the interconnection points on Buyer’s Building behind the meters installed by Buyer’s Serving Utility and before the electrical systems serving Buyer’s Building. No other delivery points are permitted under this PPA without the permission of the Buyer.

(s) [“**Discounted Revenue Forecast**” means the sum of the present values calculated at the per annum rate of interest equal to four percent (4%) of the following amounts for each year (or part thereof) remaining between the [early Termination Date and the end of the Term]: (i) the applicable Energy Payment Rate for such year, if known, or a mutually agreed estimate of the Energy Payment Rate for such year, multiplied by (ii) the average annual output during the previous three (3) years.]

(t) “**Effective Date**” shall have the meaning ascribed to it in the Preamble to this PPA.

(u) “**Energy**” means electric energy (alternating current, expressed in kilowatt-hours) generated by the SEF. Energy does not include any attendant Environmental Attributes.

(v) “**Energy Payment Rate**” shall have the meaning ascribed to it in Section 3.3.

(w) “**Environmental Attributes**” means each of the following that is in effect as of the Effective Date: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Premises are located or in other jurisdictions (collectively, “**Allowances**”) attributable to the ownership or operation of the SEF or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy during the Term and in which Seller has good and valid title, including any credits to be evidenced by Solar Renewable Energy Certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the “**UNFCCC**”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall also include Tax Benefits.

(x) “**Environmental Conditions**” shall have the meaning ascribed to it in Section 11.1.

(y) “**Environmental Law**” shall have the meaning ascribed to it in Section 11.1.

(z) “**Event of Default**” shall have the meaning ascribed to it in Section 8.1.

(aa) “**Expected System Output**” shall have the meaning ascribed to it in Exhibit A.

(bb) “**Financing Party**” or “**Financing Parties**” shall mean any and all Persons or successors or assignees thereof lending money or extending credit to Seller or an Affiliate of Seller, or investing equity (including tax equity) in Seller or an Affiliate of Seller: (i) for the construction, term or permanent financing of the SEF; (ii) for working capital or other ordinary business requirement of the SEF (including but not limited to the maintenance, repair, replacement or improvement of the SEF); (iii) for any development financing, bridge financing, credit enhancement, credit support or interest rate protection in connection with the SEF; (iv) for the Seller’s operation of the SEF; or (v) for the purchase of the SEF and related rights and obligations of Seller.

(cc) “**Force Majeure**” means any event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) is not within the reasonable control, or is not the result of the negligence or willful misconduct, of the Claiming Party, and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided and shall be deemed to include, but not be limited to, acts of God, acts of civil or military authorities, acts of war or public enemy, insurrections, riots, strikes or other labor disturbances, fires, explosions, floods, interruption of transportation, embargoes, or other causes of a similar nature. Force Majeure will not be based on (i) Buyer’s inability economically to use Energy purchased hereunder or by for such Energy, or (ii) Seller’s

ability to sell Environmental Attributes at any price or Energy at a price greater than the price of Energy under this PPA.

(dd) “**Governmental Approvals**” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are required to be obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the SEF, the production and delivery of Energy, and Environmental Attributes, or any other transactions or matter contemplated by this PPA (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

(ee) “**Governmental Charges**” means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, license fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity, on or with respect to the Energy or this PPA.

(ff) “**Governmental Entity**” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, program administrator or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any Person, owned, operated, managed or otherwise controlled thereby.

(gg) “**Hazardous Material**” shall have the meaning ascribed to it in Section 11.1.

(hh) “**Imputed Energy**” means Energy that the SEF is prevented from generating or delivering to, or that is not accepted at, the Delivery Point to the extent not caused by Seller or Force Majeure. In determining Imputed Energy for which Buyer is obligated to pay Seller, the Parties shall consider insolation, historical performance, projected output degradation or such other factors as Seller and Buyer shall in good faith agree.

(ii) “**Indemnified Parties**” shall have the meaning ascribed to it in Section 11.1.

(jj) “**Indemnitor**” shall have the meaning ascribed to it in Section 11.1.

(kk) “**ITC Credit**” means (i) the energy credit under Section 48 of the Internal Revenue Code of 1986, and (ii) the grant under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009, as each may be amended, supplemented, extended or replaced from time to time, and including all successor enactments or legislation relating thereto.

(ll) “**Interconnection Agreement**” means the agreement for interconnection of the SEF with the distribution system of Buyer’s Serving Utility.

(mm) “**Interconnection Equipment**” means that portion of the SEF, including mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering

Devices and equipment and utility interconnections, as required or appropriate to effect the interconnection of the SEF to the Building or to Buyer's Serving Utility, including such as may be located on Buyer's Leased Premises.

(nn) "**Landlord**" means the [] or its Affiliates.

(oo) "**Late Payment Interest Rate**" means, for any date, the lesser of (i) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or, if not published on such day, on the most recent proceeding day on which published), plus 2%, and (ii) the maximum rate permitted by applicable Law.

(pp) "**Law**" means any national, regional, state or local law, statute, rule, regulation, code, ordinance, administrative ruling, judgment, decree, order or directive of any jurisdiction applicable to this PPA or the transaction contemplated hereby.

(qq) "**Lease**" means that certain lease between Buyer and Landlord [].

(rr) "**Lease Commencement Date**" shall have the meaning ascribed to it in the Premises Lease.

(ss) "**License**" shall have the meaning ascribed to it in Section 5.1(b).

(tt) "**License Term**" shall have the meaning ascribed to it in Section 5.1(b).

(uu) "**Meter**" shall have the meaning ascribed to it in Section 6.4.

(vv) "**Metering Device**" means any and all meters at or immediately before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy and delivered to the Delivery Point.

(ww) "**Minimum Energy Output Requirements**" shall have the meaning ascribed to it in Section 3.6.

(xx) "**Non-Defaulting Party**" shall have the meaning ascribed to it in Section 8.1(a).

(yy) "**Notice of Commercial Operation**" shall have the meaning ascribed to it in Section 2.3.

(zz) "**PPA**" means this Power Purchase Agreement.

(aaa) "**Parties**" shall mean Buyer and Seller, collectively or individually, as the context may require.

(bbb) "**Permitted Transfer**" shall have the meaning ascribed to it in Section 14.1(b).

(ccc) "**Person**" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association,

joint venture, Governmental Entity, limited liability company, or any other entity of whatever nature.

(ddd) “**Premises**” shall have the meaning ascribed to it in the Recitals.

(eee) “**Prudent Utility Practices**” means those practices, methods, and acts, that are commonly used by a significant portion of the solar powered electric generation industry in the United States using prudent engineering and operations to design and operate solar powered generating facilities and related electric equipment lawfully and with safety, dependability, efficiency, and economy, including all applicable requirements of Law. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible standards, practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers’ warranties and the requirements of governmental authorities of competent jurisdiction and the requirements of this PPA.

(fff) “**Prior Agreements**” shall have the meaning ascribed to it in Section 16.2.

(ggg) “**Qualified Assignee**” means as it pertains to any assignment of this PPA by Seller, any entity that has competence and experience in the operation and maintenance of solar photovoltaic systems similar in size and type as the SEF and is financially capable of performing Seller’s obligations under this PPA, all as reasonably demonstrated to Buyer, and agrees in writing to assume Seller’s duties and obligations under the PPA.

(hhh) “**Representatives**” means, in respect of a Person, the officers, directors, employees, agents, advisors, contractors, or other representatives of such Person.

(iii) “**SEF**” means the solar electric generating facility that produces the Energy sold and purchased under this PPA as more particularly defined in Exhibit A hereto, including the Interconnection Equipment.

(jjj) “**SEF Assets**” means each and all of the assets of which the SEF is comprised, including Seller’s solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the SEF.

(kkk) “**SEF Loss**” means loss, theft, damage or destruction of the SEF or SEF Assets, or any other occurrence or event that prevents or limits the SEF from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or other Force Majeure).

(lll) “**Seller**” means [state], a [type of entity].

(mmm) “**Seller Event of Default**” has the meaning ascribed thereto in Section 8.2.

(nnn) “**Seller Termination Default**” has the meaning ascribed thereto in Section 8.2.

(ooo) “**Site Electrical System**” means Buyer’s existing electrical system for the supply and distribution of electricity to Buyer’s Building, which system is interconnected with Buyer’s Serving Utility.

(ppp) “**Solar Renewable Energy Certificates**” or “**SRECs**” means the certificate representing the environmental attributes associated with Energy, as developed under the oversight and regulations of the [], including any modifications or revisions thereof adopted by the Board or any successor agency.

(qqq) “**SUT**” shall have the meaning ascribed to it in Section 3.5(b).

(rrr) “**Tax Benefits**” means ITCs attributable to the SEF or Energy (including the ITC Credit), accelerated depreciation attributable to the SEF or any SEF Asset, and any other tax credit or tax write-offs allowed under applicable law attributable to the SEF or Energy, irrespective of whether such Tax Benefits accrue for the benefit of Seller, any Affiliate, or any investor of Seller or any Affiliate of such investor.

(sss) “**Term**” shall have the meaning ascribed thereto in Section 2.1.

(ttt) “**Termination Payment**” means an amount equal to the sum of (i) Discounted Revenue Forecast applicable through the end of the Initial Term or the applicable extension term, as the case may be, (ii) the value of Environmental Attributes relating thereto, such value determined based on the greater of the value at which Seller had contracted to sell those Environmental Attributes or the spot market value, and (iii) the value of any lost Tax Benefits.

(uuu) “**Third Party Monitor**” means an unaffiliated third party, selected in each case by Seller and reasonably approved by Buyer that provides, installs, operates or maintains the installation, operation, or maintenance of the Metering Device.

(vvv) “**Transaction**” means any transaction between the Parties under the terms of this PPA.

2. **Rules of Interpretation.** In this PPA, unless expressly provided otherwise:

(a) the words “herein,” “hereunder” and “hereof” refer to the provisions of this PPA and a reference to a recital, Article, Section, subsection or paragraph of this PPA or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this PPA or other agreement in which it is used unless otherwise stated;

(b) references to this PPA, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

(c) reference to any Article, Section, or Exhibits means such Article of this PPA, Section of this PPA, or such Exhibit to this PPA, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(d) a reference to this PPA, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this PPA or such other agreement, instrument or provision, as the case may be;

(e) a reference to a statute or other Law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, Law or provision;

(f) the singular includes the plural and vice versa;

(g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;

(h) words of any gender shall include the corresponding words of the other gender;

(i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;

(j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");

(k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;

(m) if the time for performing an obligation under this PPA expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;

(n) a reference to (i) a day is a reference to a calendar day, (ii) a month is a reference to a calendar month, and (iii) a year is a reference to a calendar year;

(o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;

(p) references to any date in this PPA shall be deemed to mean such date as adjusted from time to time as permitted hereunder due to Force Majeure unless expressly stated otherwise; and

(q) if any index used in this PPA at any time becomes unavailable, whether as a result of such index no longer being published or the material alteration of the basis for calculating

such index, then Seller and Buyer shall agree upon a substitute index that most closely approximates the unavailable index as in effect prior to such unavailability. If the base date of any such index is at any time reset, then the change to the index resulting therefrom shall be adjusted accordingly for purposes of this PPA.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I	CITY COUNCIL SUBMISSION INFORMATION
Log ID/Item Number:	49-16
Submitted by Councilmember(s):	Jose R. Casco
Co-Sponsors(s):	Choose an item. Choose an item. Choose an item.
District:	136TH
Subject:	Honorary Naming of a portion of Lexington Avenue as "Jose A. Salgado Way"
Referred to:	Public Safety and Transportation Committee
City Council Date:	March 20, 2017

ATTACHED
 CITY CLERK
 2017
 APR 16
 10:18
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 CITY CLERK'S OFFICE

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, Jose A. Salgado was a dedicated husband, father and grandfather who operated Sapiaos Grocery Store on Lexington Avenue from 1991 until April 11, 2015 when he tragically lost his life at age 57 during an armed robbery of the store; and

WHEREAS, a very caring man Jose A. Salgado was always there looking out for the common man, offering a helping hand to many when they didn't have money, always watching out for his customers and those in the Portuguese community; and

WHEREAS, as we approach the second anniversary of the this terrible loss Jose A. Salgado remains in the hearts, minds and prayers of his family and friends everyday; and

WHEREAS, to celebrate him and bring closure to this tragedy they ask that a portion of Lexington Avenue adjacent to Sapiaos Grocery Store be named in honor of him; and

WHEREAS, it a strong and caring community that shows its compassion for those suffering the pain of loss by working to help lift that heavy burden from all; and

NOW THEREFORE, BE IT RESOLVED to heal the broken hearted, bind their wounds and celebrate the life of **Jose A. Salgado** that the portion of Lexington Avenue adjacent to Lafayette Park and Sapiaos Grocery Store be given the honorary designation of "**Jose A. Salgado Way**" with a sign befitting this honor being placed on Lexington Avenue between Linen Avenue and Jones Avenue.

FIVE ATTACHMENTS



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

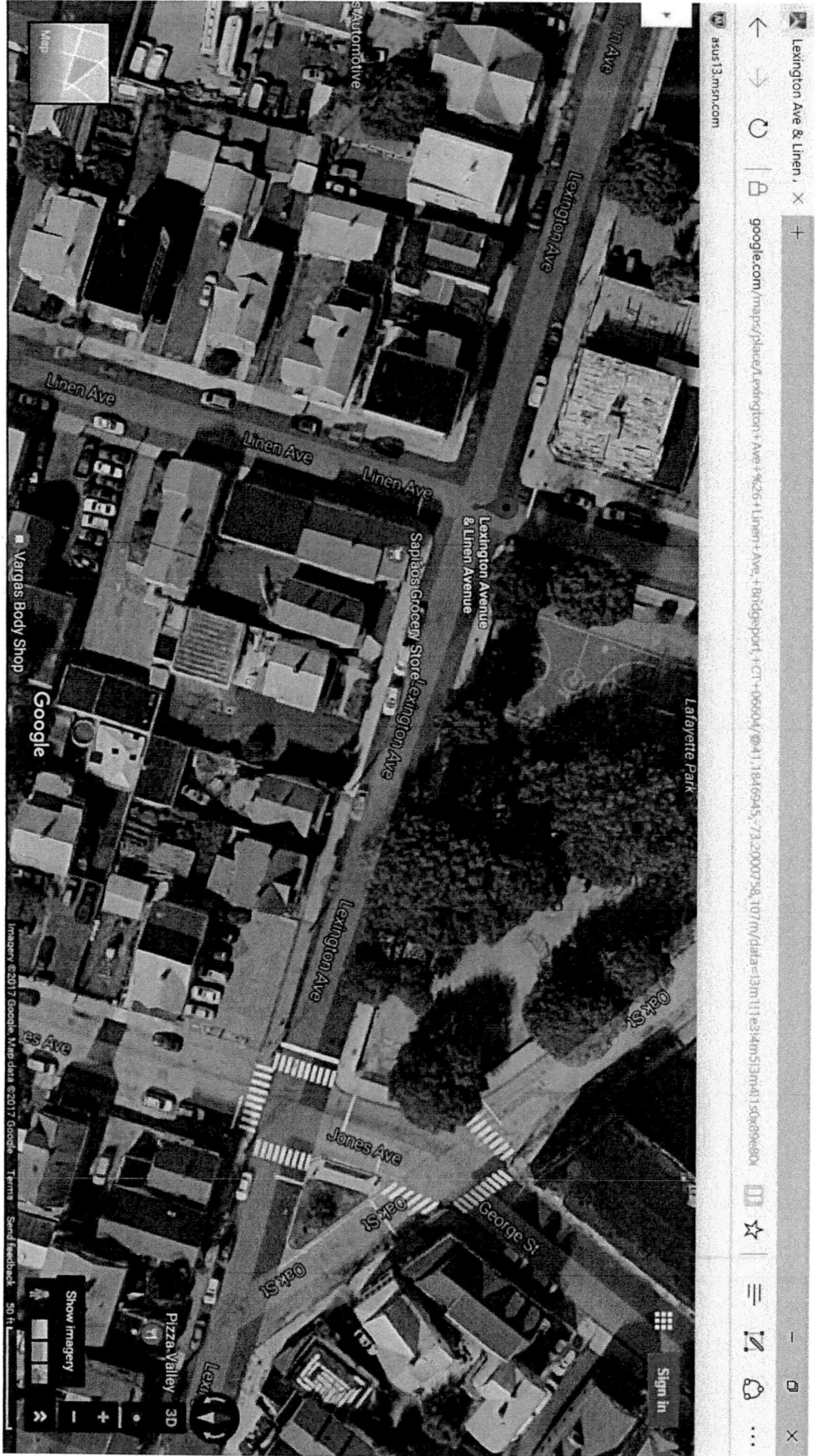
City Council Approval Date:

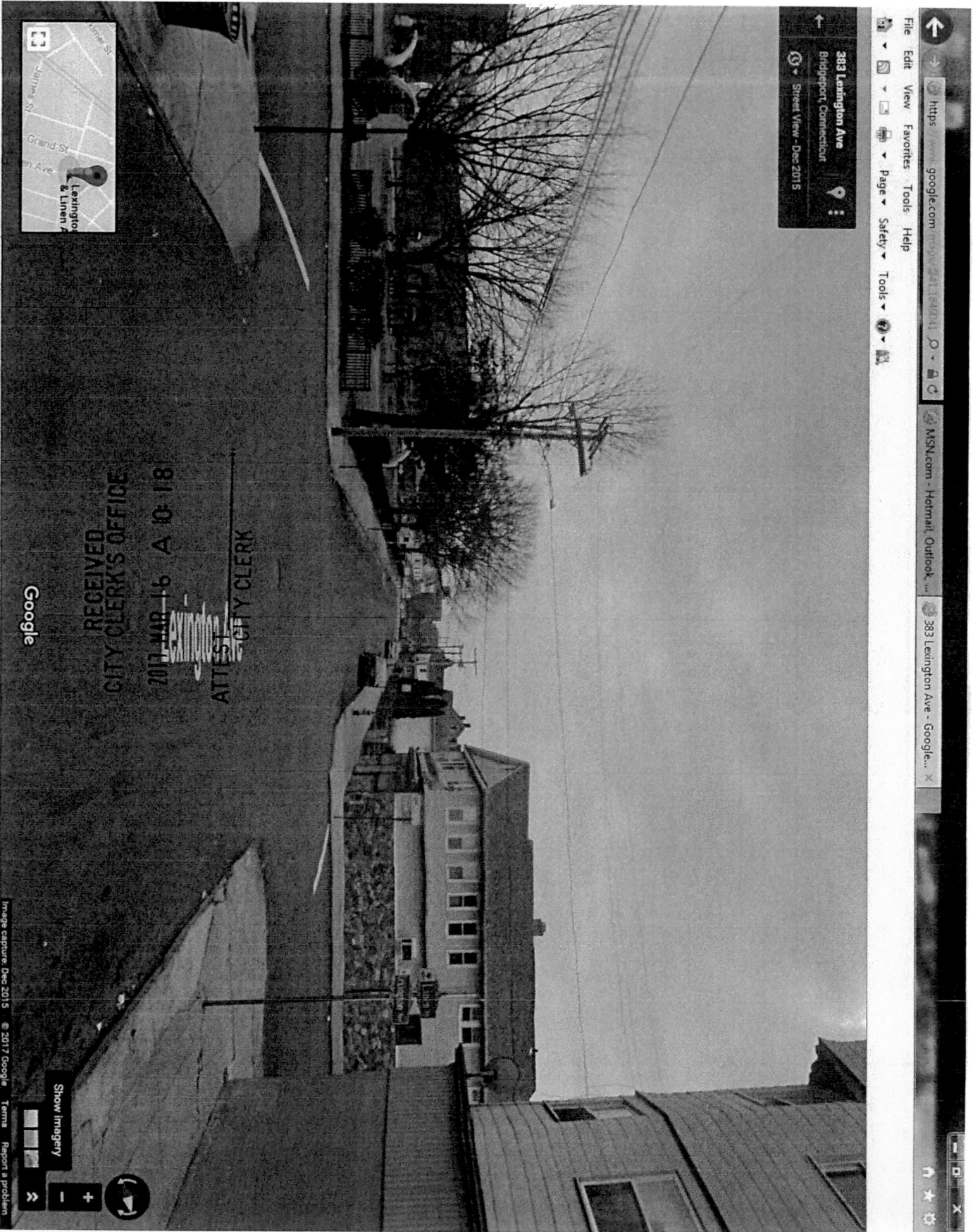
SECTION IX COMMENTS (if any)

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2017 MAR 16 A 10:18

ATTEST
CITY CLERK





383 Lexington Ave
Bridgeport, Connecticut
Street View - Dec 2015

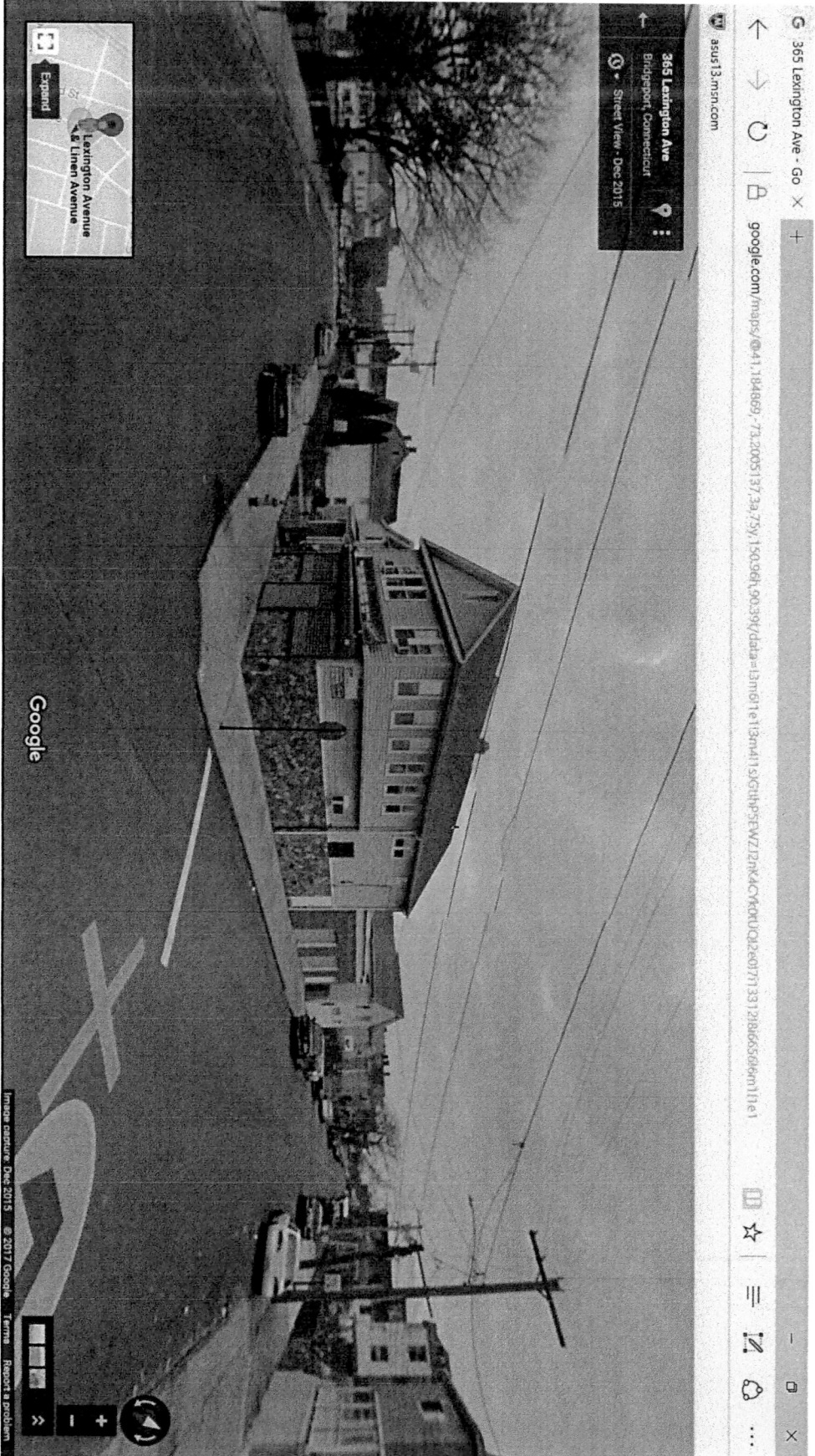
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383 Lexington Ave
Bridgeport, Connecticut
Street View - Dec 2015

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Image capture: Dec 2015 © 2017 Google Terms Report a problem



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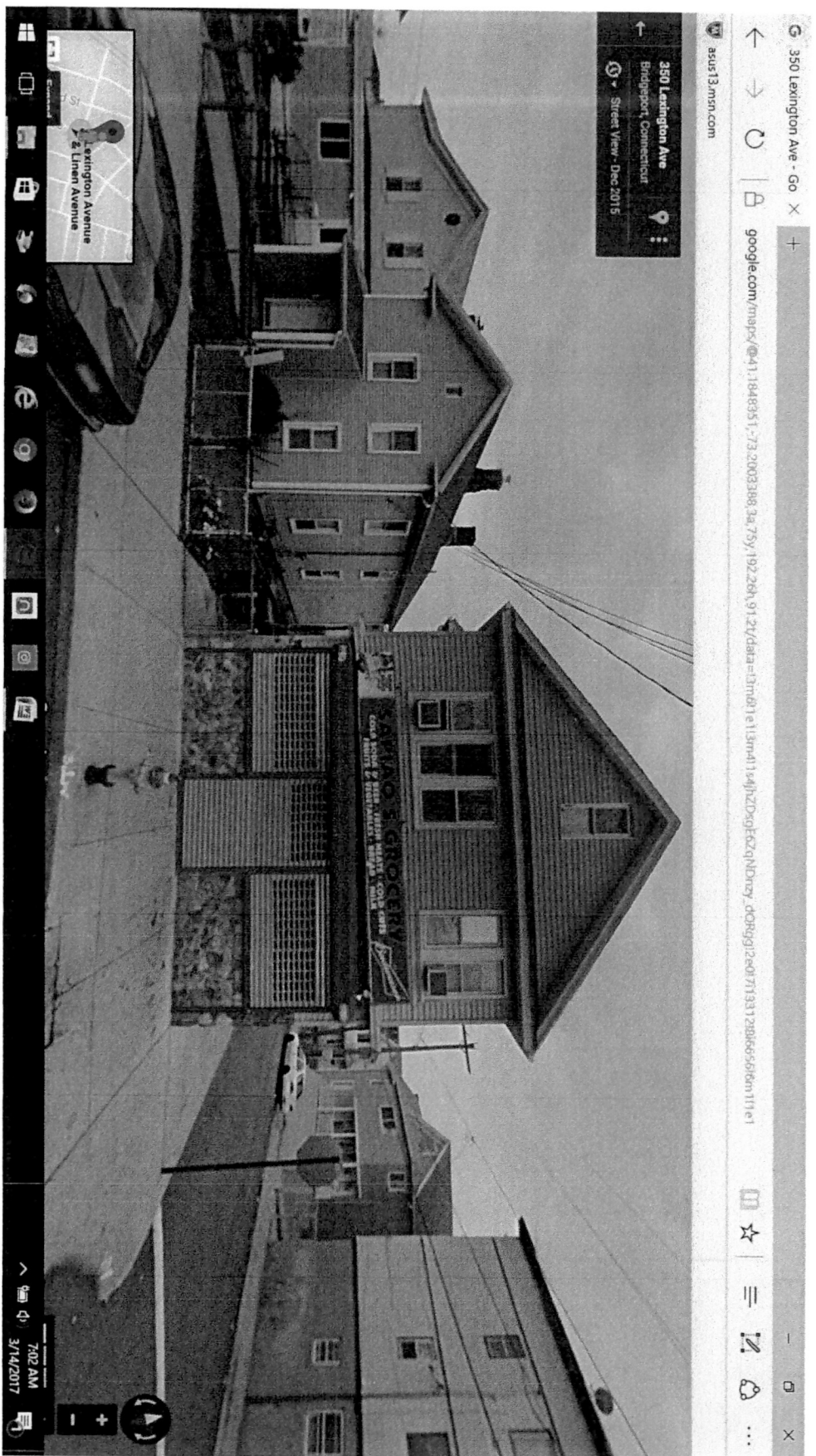
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CITY CLERK



Item# *17-16 Consent Calendar

Grant Submission re: School Construction Project
Application for State Grants and Initiation of Design
for Anna Baum Skane School Roof Replacement.



**Report
of
Committee
on**

Education and Social Services

City Council Meeting Date: March 20, 2017

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph R Ganim*
Joseph R Ganim, Mayor

Date Signed: *3/24/17*

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CITY CLERK'S OFFICE
2017 MAR 27 P 12:37
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Education and Social Services begs leave to report; and recommends for adoption the following resolution:

Item No. *17-16 Consent Calendar

Resolution for School Construction Project Application for
State Grants and Initiation of Design for
Anna Baum Skane School Roof Replacement

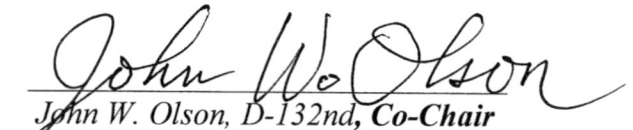
RESOLVED, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the Roof Replacement project at Skane School.


RESOLVED, that the Bridgeport School Building Committee is hereby established as the building committee with regard to the Roof Replacement Project at Skane School.

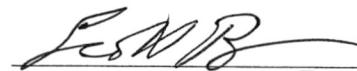
RESOLVED, that the Bridgeport City Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Roof Replacement Project at Skane School.

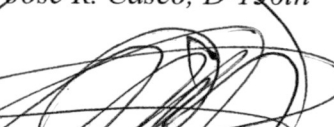
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
EDUCATION AND SOCIAL SERVICES


Alfredo Castillo, D-136th, Co-Chair



John W. Olson, D-132nd, Co-Chair


Jose R. Casco, D-136th


Scott Burns, D-130th


Nessah J. Smith, D-138th


Aidee Nieves, D-137th


Kathryn M. Bukovsky, D-130th
Anthony R. Paoletto D-138⁹⁷

City Council Date: March 20, 2017

Item# *29-16 (Ref. #218-15) Consent Calendar

Resolution requesting for two additional Honorary Streets signs be placed above the corner signs at Bishop Avenue's intersection with Boston Avenue and Stratford Avenue for "Jimmie W. Jones Way".



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: March 20, 2017

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 3/24/17

RECEIVED
CITY CLERK'S OFFICE
2017 MAR 27 P 12:36
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *29-16 (Ref. #218-15) Consent Calendar

WHEREAS, Councilmember's Eneida Martinez and James Holloway of the 139th District submitted a Resolution, Item# *218-15, at the November 7, 2016 City Council Meeting requesting the Honorary Street Naming of Bishop Avenue as "Jimmie W. Jones Way"; and

WHEREAS, the City Council at its December 19, 2016 meeting approved Item# *218-15 and authorized the placement of honorary street signage above the corner street signs at the intersection of Bishop Avenue with Connecticut Avenue and Barnum Avenue; and

WHEREAS, the corners of Connecticut Avenue and Barnum Avenue were selected for honorary street signs as it was thought they were the terminus of Bishop Avenue; and

WHEREAS, the Director of Public Facilities has informed Councilmember Martinez that he has placed the two signs approved by Item# *218-15 at the Connecticut Avenue and Barnum Avenue locations but the actual terminus of Bishop Avenue is at its intersection with Stratford Avenue and Boston Avenue and he needs permission to place two more there; Now, therefore be it

RESOLVED, Bishop Avenue having been given the Honorary Street Name of "Jimmie W. Jones Way" by the City Council that the Director of Public Facilities be authorized to place two more honorary signs for "Jimmie W. Jones Way" above the corner signs at Bishop Avenue's intersection with Boston Avenue and Stratford Avenue.



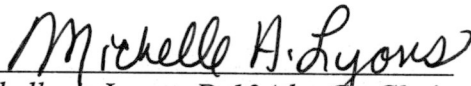
City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *29-16 (Ref. #218-15) Consent Calendar

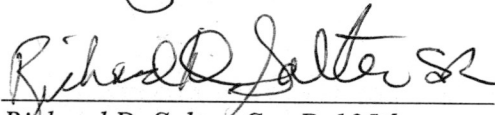
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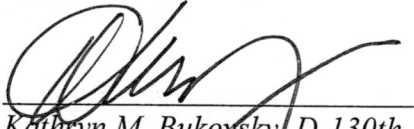
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION


Michelle A. Lyons, D-134th, **Co-Chair**



Mary McBride-Lee, D-135th, **Co-Chair**


Jack O. Banta, D-131st


Richard D. Salter, Sr., D-135th


Kathryn M. Bukovsky, D-130th

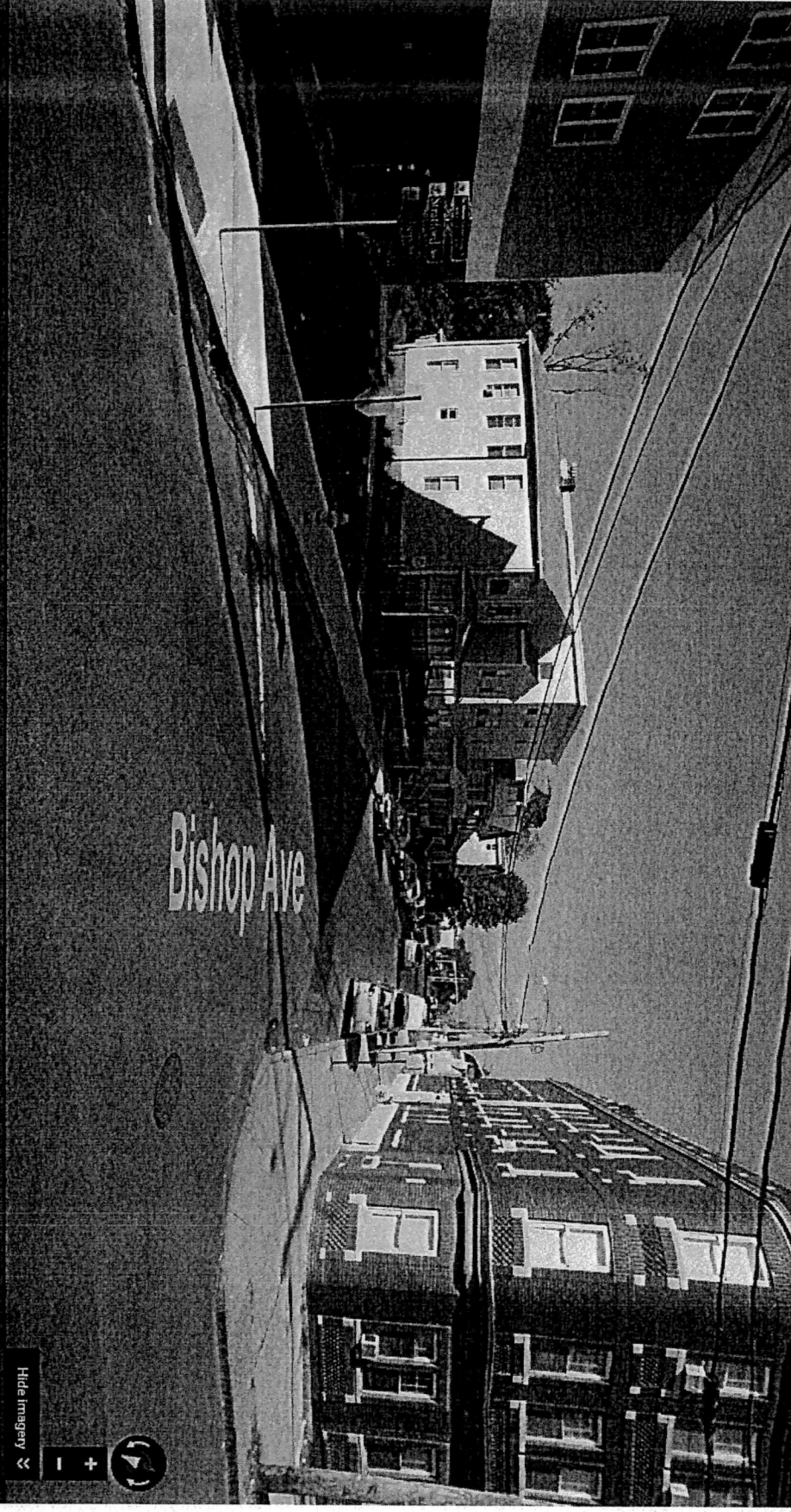

Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: March 20, 2017



1838 Stratford Ave
Bridgeport, Connecticut
Street View - Oct 2015



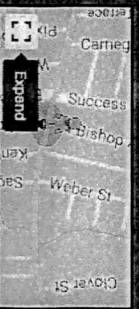
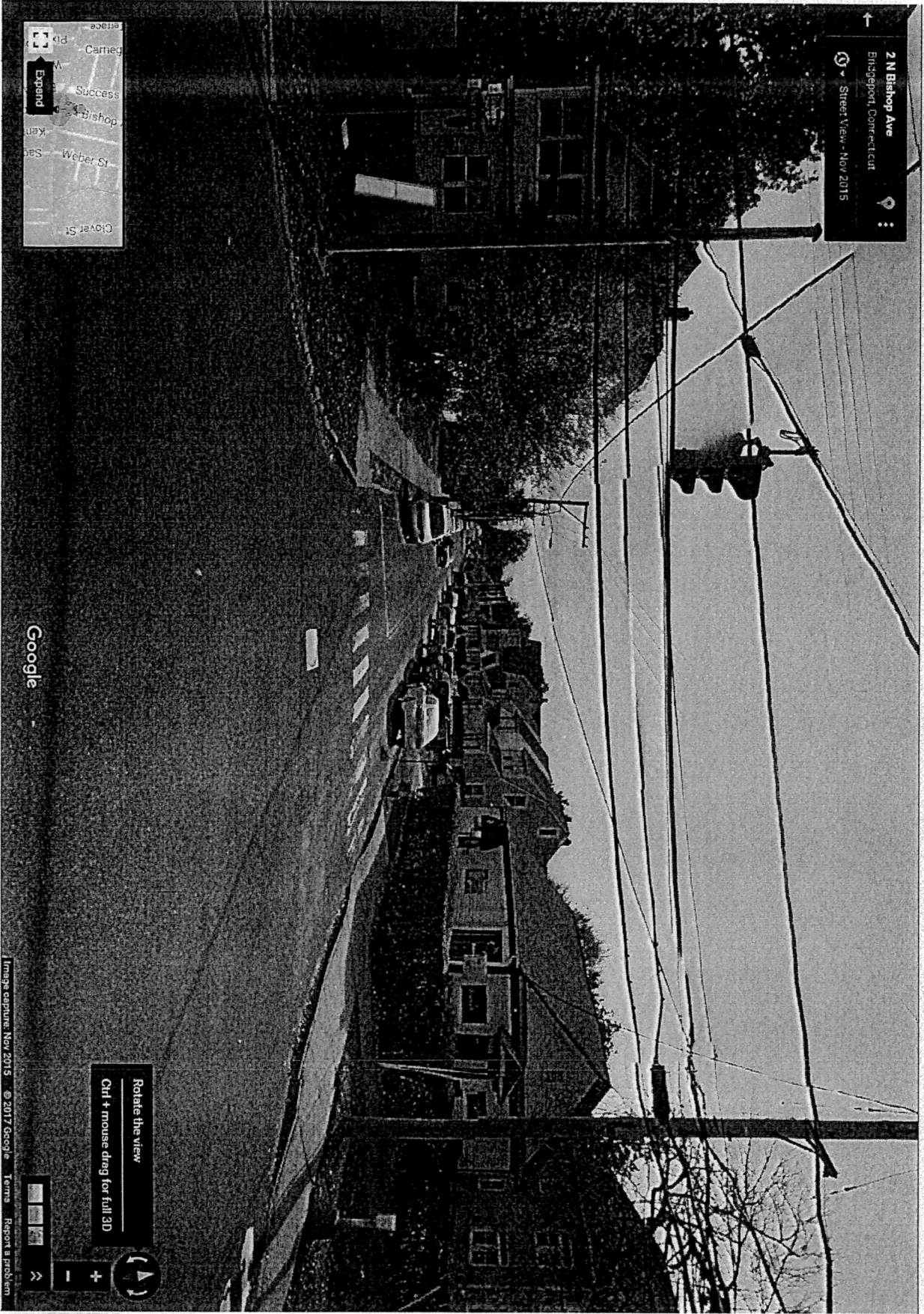
Expand
Bridgeport
Shooting Range
Edwin St
Bruce Blvd



Add a photo

Hide Imagery
+
-
↻

2 N Bishop Ave
Engeport, Connecticut
Street View - Nov 2015



Google

Rotate the view
Ctrl + mouse drag for full 3D

Item# *218-15 Consent Calendar

Bishop Avenue to be honorary designated as "Jimmie W. Jones Way" with proper signage being placed above the corner street signs at the intersection of Connecticut Avenue and Barnum Avenue.



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: December 19, 2016

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 12/27/16

RECEIVED
CITY CLERK'S OFFICE
2017 JAN -6 P 12: 08
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *218-15 Consent Calendar

WHEREAS, Jimmie W. Jones, the son of retired Bridgeport fire fighter Charlie Jones, was a life-long resident of the City of Bridgeport, graduate of Bullard Havens Technical High School, and followed in his father's footsteps by becoming a fire fighter in the Bridgeport Fire Department, where he served for eight years in Fire Engine Company No. 6; and

WHEREAS, a joy, great man, and hero to all who knew him this young city fire fighter tragically lost his life in an off duty car accident on Bishop Avenue in May of 2016; and

WHEREAS, Jimmie Jones was a loving son to his parents and brothers, a compassionate father to his son, a caring uncle, a loving companion, and a dedicated and hard worker for the City of Bridgeport his presence is greatly missed by his family and the community; and

WHEREAS, Jimmie Jones the fire fighter was an active member of the Bridgeport Firebirds, and proud every day he put his uniform on, he will never be forgotten by his brothers in Fire Engine Company No. 6, some of whom were called to the scene of the accident; and

WHEREAS, the loss of this public servant, father, brother, son, and colleague has been a devastating blow to all and it has been difficult to determine what we can do to help comfort the family, heal a grieving community and lift the spirits of his comrades; and

WHEREAS, we do believe that a strong and caring community shows compassion for those suffering the pain of loss by working together to help lift the heavy burden from all; and

NOW THEREFORE, BE IT RESOLVED we celebrate the life of Jimmie W. Jones by coming together as a community to support the Jones family, and our fire fighters who without any second thought will risk and give their lives to protect all of us at any moment, by designating Bishop Avenue as "**Jimmie W. Jones Way**" with signage to be placed above the corner street signs at its intersection with both Connecticut Avenue and Barnum Avenue.



City of Bridgeport, Connecticut
Office of the City Clerk

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

Item No. *218-15 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Michelle A Lyons

Michelle A. Lyons, D-134th, Co-Chair

Mary McBride-Lee

Mary McBride-Lee, D-135th, Co-Chair

Jack O. Banta

Jack O. Banta, D-131st

Richard D. Salter, Sr.

Richard D. Salter, Sr., D-135th

Kathryn M. Bukovsky

Kathryn M. Bukovsky, D-130th

Eneida L. Martinez

Eneida L. Martinez, D-139th

Jeanette Herron

Jeanette Herron, D-133rd

City Council Date: December 19, 2016



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

RECEIVED

MAR 21 2017

CITY OF BRIDGEPORT
MAYOR'S OFFICE

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number:	52-16
Submitting Department / Contact Name	Thomas C. McCarthy, D-133 rd Council President
Subject:	Proposed Resolution Calling on Congress to Protect the Community Development Block Grant (CDBG) funding.
Referred to Committee:	Immediate Consideration
City Council Date:	March 20, 2017 (OFF THE FLOOR)

Attest:

Lydia N. Martinez

03/20/2017

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph Ganim

Joseph Ganim, Mayor

3/24/17

Date

- Co-sponsors: Kathryn M Bukovsky, D-130th
 Scott Burns, D-130th
 Jack O. Banta, D-131st
 Denese Taylor-Moye, D-131st
 M. Evette Brantley, D-131st
 John W. Olson, D-131st
 Jeanette Herron, D-133rd
 Michelle A. Lyons, D-134th
 AmyMarie Vizzo-Paniccia, D-134th
 Mary A. McBride-Lee, D-135th
 Richard D. Salter, D-135th
 Jose R. Casco, D-136th
 Alfredo Castillo, D-136th
 Milta I. Feliciano, D137th
 Aidee Nieves, D-137th
 Anthony R. Paoletto, D-138th
 Nessah J. Smith, D-138th
 Eneida L. Martinez, 139th
 James Holloway, D-139th

ATTEST
CITY CLERK

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2017 MAR 21 P 12: 38

(SEE ATTACHED RESOLUTION)

A Resolution Calling on Congress to Protect "CDBG"

WHEREAS, the City of Bridgeport, Connecticut is a Participating Jurisdiction (PJ) and a recipient of Community Development Block Grant (CDBG) funding for Entitlement Community's from the Department of Housing and Urban Development (HUD), and;

WHEREAS, the City's CDBG entitlement allocation is approximately \$2.8 million annually; and;

WHEREAS, these funds are used to subsidize activities related to public service, public facility, housing, and economic development; and,

WHEREAS, the City Bridgeport and local nonprofits receive funds through CDBG to offer programs that help combat blight, stabilize communities, and provide services for youth, senior citizens, handicapped, homeless, veteran, and low-moderate income residents; and,

WHEREAS, more than 55,000 Bridgeport residents directly benefit from these funds, programs and services on annual basis, and;

WHEREAS, the President's recent budget sent to Congress eliminates all CDBG funding for cities across the nation; and,

WHEREAS, the impact these cuts will have on the City of Bridgeport, its residents, and other Entitlement Communities will be devastating;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT, the Mayor and the City Council stand in support of the CDBG program and strongly urge members of Congress to fight to protect CDBG funding for Entitlement Communities like Bridgeport.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the City Council requests the Mayor, or his designee, draft a letter on behalf of the Mayor and the City Council to Congressman Himes, Senator Blumenthal, ~~and~~ Senator Murphy, *and all other members of the U.S. Congress* asking them to fight against proposed cuts to CDBG that will negatively impact our city.

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2011 MAR 21 A 9:49
ATTEST
CITY CLERK

Ortiz, Frances

From: Gaudett, Thomas
Sent: Monday, March 20, 2017 6:59 PM
To: Burns, Scott; Bukovsky, Kathryn; Taylor-Moye, Denese; Banta, Jack; Olson, John; Brantley, MaryEvette; Herron, Jeanette; Lyons, Michelle; McBride-Lee, Mary; Salter, Richard; Castillo, Alfredo; Casco, Jose; Nieves, Aidee; Feliciano, Milta; Paoletto, Anthony; Smith, Nessah; Martinez, Eneida; Holloway, James; Ortiz, Frances; Boyer, Mike; Martinez, Lydia
Subject: A Resolution Asking Congress to Protect CDBG
Attachments: CDBG Resolution 3.20.2017.docx

Good evening,

A copy of this short and straight-forward resolution has been placed at each of your Council desks. Here is an electronic copy for your records.

The point of the resolution is simple—ask our members of Congress to protect CDBG, which is now be threatened by the President’s latest budget.

All the best,

Tom

Thomas Gaudett
Office of the Mayor
999 Broad Street
Bridgeport, CT 06604
Office: 203-576-7201
thomas.gaudett@bridgeportct.gov



(OFF THE FLOOR)

MEETING DATE: March 20, 2017

NO. 52-14

COMMITTEE: IMMEDIATE CONSIDERATION

REFERRED TO COMM.:

SUBJECT: Resolution calling for Congress to Protect "CDBG"

MOTION BY: A. Paoletto

2ND BY: E. Martinez

APPROVED DENIED TABLED REF. TO COMM.

REMARKS: T. McCarthy 2nd by E. Martinez first motion to suspend rules to add to agenda 2). Waive Referral E. Brantley 2nd Paoletto 3). K. Bukovsky 2nd E. Brantley to add amendments to last paragraph

	YES	NO
Kathryn M. Bukovsky		
Scott Burns		
Jack O. Banta		
Denese Taylor-Moye		
M. Evette Brantley		
John W. Olson		
Thomas C. McCarthy		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Richard D. Salter, Sr.		
Jose Casco		
Alfredo Castillo		
Aidee Nieves		
Milta I. Feliciano		
Anthony R. Paoletto		
Nessah J. Smith		
Eneida L. Martinez		
James Holloway		

and add all as Co-Sponsors

RECEIVED CITY CLERK'S OFFICE 2017 MAR 21 A 9:49 ATTEST CITY CLERK