

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

PETITION NO. 1104

PETITION OF THE UNITED
ILLUMINATING COMPANY FOR A
DECLARATORY RULING THAT NO
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED IS
REQUIRED FOR THE CONSTRUCTION,
OPERATION, AND MAINTENANCE OF A
2.2 MW AC SOLAR PHOTOVOLTAIC
FACILITY AND A 2.8 MW AC FUEL CELL
FACILITY ON SEASIDE LANDFILL
LOCATED AT 350 WALDERMERE
AVENUE, BRIDGEPORT, CONNECTICUT

SEPTEMBER 9, 2014

SUPPLEMENT TO PRE-HEARING SUBMISSION OF THE CITY OF BRIDGEPORT

The City of Bridgeport ("City") hereby supplements its September 4, 2014 response to the Hearing Procedure memorandum issued by the Connecticut Siting Council (the "Council") in preparation for the September 11, 2014 hearing before the Council on United Illuminating's petition requesting a declaratory ruling that a certificate of environmental compatibility and public need is not required for the construction, operation, and maintenance of both a 2.2 MW AC solar photovoltaic facility and 2.8 MW AC fuel cell facility on Seaside Landfill in Bridgeport, Connecticut (the "Project").

I. Witnesses

The City has no amendments to its witness submittal from its September 4, 2014 Pre-Hearing Submission.

II. Pre-Filed Testimony

The City has no amendments to its pre-filed testimony submittal from its September 4, 2014 Pre-Hearing Submission.

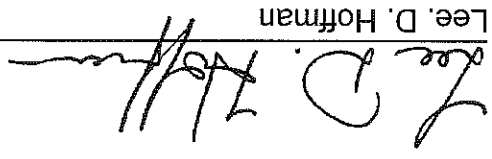
III. Documents to be Administrative Noticed

At this time, the City requests that the Council take administrative notice of: 1) the certified resolution of the Bridgeport City Council of its resolution that was adopted at a special meeting of the City Council on March 18, 2014; and 2) the certified minutes of the special meeting of the City of Bridgeport's Board of Parks Commissioners that was held on March 3, 2014. Copies of these documents are attached to this submission and the City requests that these two documents be contained in the Council's Administrative Notice List.

IV. Exhibits

The City has no amendments to its exhibit submittal from its September 4, 2014 Pre-Hearing Submission.

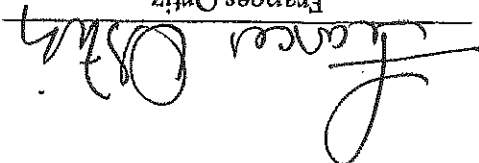
RESPECTFULLY SUBMITTED,
THE CITY OF BRIDGEPORT

By:  Lee D. Hoffman

Lee, D. Hoffman
Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
(860) 424-4315
Its Attorney

ACTIVE/55617.119/LHOFFMAN/4785489v2

Frances Ortiz
Assistant City Clerk



Each page appended hereto shall exhibit the raised embossed seal of the City of Bridgeport.
Attachment: Report #13-13, totaling forty-three (43) pages.

ATTEST:

I, Frances Ortiz, the duly appointed, qualified and assistant city clerk of the City Council of Bridgeport and keeper of the minutes of the meetings of said City Council, do hereby certify that the appended resolution was duly adopted by said City Council at a Special Meeting held on the 18th day of March, 2014; that said resolution has been duly recorded in the minutes of said meeting; and that said resolution has not been amended, rescinded or altered in any manner, and is still in full force and effect.

CERTIFICATION

April 16, 2014

City of Bridgeport, Connecticut
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT
45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608
FRANCES ORTIZ
Assistant City Clerk
PLEETA C. HUDSON
City Clerk



NOTIFIED ON MARCH 21, 2014:
R. Pacacha, Associate City Attorney

13-13

Resolution Concerning Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and to Facilitate the Construction of a Fuel Cell Electricity-Generating Facility on Adjacent Land.

**Report
of
Committee
on
Contracts**

Submitted: February 18, 2014

Tabled & Resubmitted: March 3, 2014

Tabled & Resubmitted: March 18, 2014

(SPECIAL MEETING)

Adopted:

Attest: *Floeta S. Stubbins*

City Clerk

Approved

Drew Francis

Mayor

RECEIVED
CITY CLERK'S OFFICE
2014 MAR 21 P 3:19

ATTEST
CITY CLERK

City of Bridgeport, Connecticut



To the City Council of the City of Bridgeport:

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

13-13

Resolution of the City Council
Concerning Consideration of a Ground Lease With
The United Illuminating Company to Construct 5.66MW
of Renewable Energy (Consisting of a 2.86MWdc Solar Photovoltaic Facility
And a 2.8MW Fuel Cell Facility) at or Near the Seaside Park Landfill

WHEREAS, the United Illuminating Company (UI) has received tentative approval from the State of Connecticut Public Utilities Regulatory Authority (PURA) (Docket No. 12-01-05RE01) to construction 5.66 of renewable energy projects; and

WHEREAS, UI proposes to construct a 2.86MWdc solar photovoltaic facility on a portion of the Seaside Park Landfill and proposes to construct a 2.8MW fuel cell nearby on the access road leading to the Landfill; and

WHEREAS, UI must demonstrate to PURA that it has control of the property on which such facilities will be constructed and requires that the City enter into a 20-year ground lease with two five-year renewals (Ground Lease); and

WHEREAS, these renewable energy facilities are anticipated to generate approximately \$6.9 million in personal property taxes during the initial 20-year term and will also generate rent; and

WHEREAS, the City supports this renewable energy facility and has given testimony before PURA of the benefits of this project to the City and its residents; and

WHEREAS, UI must still receive final approval from PURA and will be held to a very tight construction schedule to put these facilities in place so that they can begin to generate electricity to the grid; Now, therefore be it

RESOLVED, that the City agrees to enter into the proposed Ground Lease with UI attached hereto, subject to the further approval of PURA and authorizes the Mayor or his designee to execute all documents and take all other actions and do all other things necessary in furtherance of and consistent with this resolution in the best interests of the City of Bridgeport and its residents.

** Amended from Council floor on March 18, 2014 to include the following:

Motion to direct the City Attorney's Office to negotiate such language in legal form satisfactory to the City Attorney's Office and the UI as may be appropriate to reflect the substance of amendments 1, 2 and 5 proposed by Councilperson Torres, and subject to the Siting Council, PURA and the National Electric Code regulations.

Amendment # 1 - Section 9(a) Public Safety. The tenant is responsible for all safety needs it may need (including compliance with the terms of PCU permit).

Amendment# 2 - Section 9(b) Tenant Security Measures. Tenant is responsible for all Security Measures. The Tenant must seek approval from the Landlord of any Security Measures it wishes to install. Including, but not limited to, six foot height restriction on all fencing, no barbed wire, and no lighting of the facility at night.

Amendment # 5 - Exhibit D Section 11) Strike last paragraph entirely, but taking notice of Tenant's agreement to allow the City to approve any Fundamental Alteration to the project.

Richard D. Salter, Sr.

Susan T. Brannelly

Howard Austin Sr., Co-chair

Richard Paoletto

Alfredo Castillo

James Holloway

Richard DeJesus, Co-chair

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS



GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this "Lease") is made as of the [redacted] day of [redacted] 2014 (the "Effective Date") by and between City of Bridgeport, Connecticut, having an office at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604 and its successors and assigns (collectively, "Landlord") and The United Illuminating Company, a specially chartered Connecticut corporation, with offices at 180 Marsh Hill Road, Orange, Connecticut 06477 and its successors and assigns (collectively, "Tenant").

RECITALS

WHEREAS, Landlord is the fee owner of the real property located at [redacted] in Bridgeport, Connecticut, which is more particularly described on Exhibit A attached hereto and made a part hereof ("Land");

WHEREAS, Tenant desires to lease that portion of the Land described on Exhibit B attached hereto and made a part hereof ("Premises") for purposes developing, constructing, installing, operating and maintaining certain power generating facilities as more particularly described herein; and

WHEREAS, the Parties have determined that it is in their best interests that Tenant lease the Premises from Landlord and construct such generating facilities on the Premises for Tenant's use, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the Parties, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree with each other as follows:

1. Defined Terms. As used herein, the following terms shall have the following meanings.

"Annual Rent" shall mean the annual rent due hereunder as set forth in Exhibit C attached hereto and made a part hereof.

"Approval" shall mean a consent, permission, approval and/or other authorization to be provided by an authorized executive of the referenced Party that may be withheld or conditioned in the sole discretion of such referenced Party.

"DEEP" shall mean the Connecticut Department of Energy and Environmental Protection and any successor agency thereto

"DEEP Permit" shall mean the disruption permit to be issued by CT DEEP with respect to the Solar Project, as the same may be amended from time to time.

"Effective Date" has the meaning set forth in the first paragraph of this Lease. [To be conformed based on timing/permitting and sequence by mutual agreement.]

"Encumbrances" shall mean any lien, security interest, charge, claim, mortgage, pledge, equitable interest, encumbrance, restriction on transfer, conditional sale or other retention device or arrangement, transfer for security for the payment of any indebtedness, or other restriction or blemish on, or agreement concerning the free and full use and ownership of property.

"Environmental Attributes" has the meaning set forth in Section 7(b).

"Environment" shall mean soil, land surface or subsurface strata, real property, surface waters, groundwater, wetlands, sediments, drinking water supply, ambient air (including indoor air) and any other environmental medium or natural resource.

"Environmental Law" shall mean Law relating to and/or imposing liability with respect to: (a) the regulation, protection and use of the Environment including the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Clean Water Act, 33 U.S.C. §§ 1344 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., and any other federal, state, and/or local environmental statutes, and all rules, regulations, orders, and decrees under any of the foregoing; (b) the conservation, management, development, control and/or use of land, natural resources and wildlife; (c) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials, including all applicable common law pertaining to actions for personal injury and/or property damage resulting from Hazardous Materials with respect to contamination both on and off the Land; or (d) noise.

"Existing Encumbrances" shall mean those Encumbrances affecting the Premises as of the Effective Date as listed on Exhibit A attached hereto and made a part hereof.

"First Extension Term" has the meaning set forth in Section 3(b).

"Fuel Cell Project" shall mean an approximately 2.8 megawatt electric power generating facility primarily consisting of one or more fuel cells and associated equipment and improvements, as such project may be modified from time to time, together all additions, changes, repairs, replacements, substitutions and enhancements thereto and/or all renewals, reconstruction and repowering thereof, in whole or in part.

"Fuel Cell/Service Area" shall mean that portion of the Premises described in Section 2 of Exhibit B attached hereto and made a part hereof.

"Fundamental Alteration" has the meaning set forth in Section 11 of Exhibit D attached hereto and made a part hereof.

"Generating Facility" shall mean each of the Fuel Cell Project or the Solar Project, and "Generating Facilities" shall mean both of them.

"Governmental Authority" shall mean any federal, state, municipal, regional, county, local or other governmental, quasi-governmental, regulatory or administrative authority, agency, body, commission, department, board, or other governmental subdivision, court, tribunal, or arbitral body, or any other governmental or quasi-governmental authority or any Person exercising or purporting to exercise any governmental or quasi-governmental authority or prerogative.

"Hazardous Materials" shall mean: (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges or any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by Environmental Law; and (c) any materials or substances defined in Environmental Law as "hazardous", "toxic", "pollutant", or "contaminant", or defined in Environmental Law using any words of similar meaning or legal or regulatory effect.

"Indemnified Person" shall mean any Person entitled to receive indemnification under Article 10 of this Agreement.

"Indemnifying Party" shall mean the Party required to provide indemnification under Article 10 of this Agreement.

"Initial Expiration Date" shall mean twentieth (20th) annual anniversary of the Effective Date.

"Initial Term" has the meaning set forth in Section 3(a).

"Land" has the meaning set forth in the Recitals to this Lease.

"Landfill" shall mean the landfill located on the Solar Area.

"Landlord" has the meaning set forth in the first paragraph of this Lease.

"Landlord's Evaluation Period" has the meaning set forth in Section 13(a).

"Law" shall mean any and all constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, consent decree, specified standard or objective criterion of any Governmental Authority, whether or not contained in any Permit; any county or municipality having jurisdiction, or any other Governmental Authority; and any and all operative decree, judgment or order of any court.

"Lease" shall mean this Ground Lease Agreement, including all exhibits hereto, as well as any and all items specifically incorporated by reference herein or therein, and any and all amendments hereto agreed to in writing by the Parties.

"Lease Year" shall have the meaning set forth in Section 4.

"Mortgage" shall mean any mortgage, deed of trust and other such Encumbrance now or hereafter placed upon the Land, under which Landlord is the mortgagor and the holder of the mortgage is the mortgagee, including any renewal, modification, consolidation, replacement or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

"Party" shall mean each of Landlord and Tenant, and "Parties" shall mean both of them.

"PCU Permit" shall mean the post-closure use permit to be issued to Landlord by DBBP with respect to the Premises, as the same may be amended from time to time.

"Permits" shall mean collectively all approvals, certificates, permits, agreements, orders, consents, and licenses as may be required by any Governmental Authority or by Law in connection with a Permitted Use.

"Permitted Uses" has the meaning specified in Exhibit D attached hereto and made a part hereof.

"Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a limited liability partnership or any other entity.

"Pre-existing Hazardous Materials" shall mean Hazardous Materials existing at the Premises, excluding any and all Hazardous Materials brought onto the Premises by, or on behalf of, Tenant after the Effective Date.

"Premises" has the meaning set forth in the Recitals to this Lease.

"PURA" shall mean the Connecticut Public Utilities Regulatory Authority and any successor agency thereto.

"PURA Approval" shall mean any approval, order and/or other authorization issued to Tenant by PURA in connection with the Generating Facilities.

"Second Extension Term" has the meaning specified in Section 3(b).

"Shadow Restriction" shall have the meaning specified in Exhibit D attached hereto and made a part hereof.

"Shared Area" shall mean that portion of the Premises described in Section 3 of Exhibit B attached hereto and made a part hereof.

(a) Entire Agreement. This Lease contains the entire agreement between the Parties pertaining to the Premises and supercedes any and all prior oral or written agreements, terms, understandings, conditions, proposals, negotiations and representations with respect to such subject matter.

2. Entire Agreement; Interpretation.

"Transfer" shall mean, whether used in noun or verb form, a transaction by which a Party directly or indirectly sells, leases, assigns, conveys, transfers, disposes of, mortgages, pledges or otherwise alienates or encumbers all or any portion of its rights, obligations and/or other interests in this Lease (or agrees or is required to do any of the foregoing). Any variant of Transfer shall have a similar meaning as the context requires.

"Third Party Agreement" has the meaning specified in Section 8(d).

Affiliates.

"Third Party" shall mean any Person other than the Parties or any of their respective

"Term" shall mean the term of this Lease, as determined in accordance with Section 3 and includes the Initial Term and any First Extension Term and Second Extension Term.

"Tenant" has the meaning set forth in the first paragraph of this Lease.

"Solar Project" shall mean an approximate 2.2 megawatt solar power generating facility primarily consisting of photovoltaic panels and associated equipment and improvements, as such project may be modified from time to time, together all additions, repairs, replacements, substitutions and enhancements thereto and/or all renewals, reconstruction and repowering thereof, in whole or in part.

"Solar Area" shall mean that portion of the Premises described in Section 1 of Exhibit B attached hereto and made a part hereof.

"SND" shall mean a subordination, non-disturbance and attornment agreement.

"Siting Council Decision" shall mean any of the following issued by the Siting Council: (a) a Certificate of Environmental Compatibility and Public Need along with the accompanying Findings of Fact, Opinion and Decision and Order and Development and Management Plan for the Project; (b) any approval issued pursuant to a Petition for Declaratory Ruling that no Certificate of Environmental Compatibility and Public Need is required for the Project; or (c) any other written approval or authorization issued by the Siting Council concerning a Generating Facility.

"Siting Council" shall mean the Connecticut Siting Council and any successor agency thereto.

(a) Grant of Lease; Initial Term. Landlord hereby leases and demises to Tenant, and Tenant hereby takes and leases from Landlord, the Premises, subject to the terms and conditions of this Lease, together with (i) all present and future improvements, easements, and appurtenances thereon and thereto; (ii) the appurtenances and all the estate, rights, and privileges of Landlord in and to the Premises; (iii) all right, title and interest of Landlord in and to any strips or gores of land adjoining or included within the Premises; and (iv) any and all rights of access to and from the Premises and any other appurtenant rights of Landlord. Tenant shall have the exclusive use of the Solar Area and the Fuel Cell/Service Area, and without limiting the generality of the foregoing, Landlord shall not lease and/or otherwise permit any other Person to use the Solar Area and the Fuel Cell/Service Area. The Parties shall reasonably coordinate Tenant's common use of the Shared Area to fully support Tenant's exclusive use of the Solar Area and the Fuel Cell/Service Area. The initial term of this Lease (the "Initial Term") shall

3. Leases; Term.

(e) Approvals. Any Party that requires an Approval from the other Party hereunder shall not act, effect and/or otherwise implement the matter, decision, and/or other action requiring such Approval, or fail to act in any manner the effect of which reasonably could be expected to create a result that would have required such Approval, in each case without having first obtained such Approval. If a dispute exists between the Parties with regard to an Approval, such dispute shall be fully resolved by appropriate means (including judicial action) in accordance with Section 20 before the requesting Party may take any action with respect to the matter requiring such Approval.

(d) Construction. This Lease shall be construed as being jointly drafted by the Parties, and any ambiguities or uncertainties in the wording of this Lease shall be construed in the manner that most accurately reflects the Parties' intent as of the Effective Date.

(c) Interpretation. The terms "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Lease as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires in this Lease: (i) "include(s)", "including" or any other variant thereof means "include(s)", without limitation" or "including, without limitation," or any other variant thereof as the context requires; (ii) the phrase "and/or" shall be deemed to mean the words both preceding and following such phrase, or either of them; (iii) reference to a Person includes its heirs, executors, administrators, successors and permitted assigns; (iv) any pronoun includes the corresponding masculine, feminine or neuter forms; and (v) singular terms shall include the plural and vice versa as the context may require. The words "will" and "shall" are used interchangeably throughout this Lease; the use of either connotes a mandatory requirement; and the use of one or the other will not mean a different degree of right or obligation for either Party. The headings and captions for the articles and sections contained in this Lease have been inserted for convenience only and form no part of this Lease and shall not be deemed to affect the meaning or construction of any of the terms or conditions of this Lease.

(b) Amendments. No amendments or modifications of this Lease shall be valid unless evidenced in writing, and signed and delivered by duly authorized officers or agents of both Parties.

commence on the Effective Date and end on the Initial Expiration Date, unless sooner terminated by Tenant as provided herein. Possession of the Premises shall be delivered to Tenant on the Effective Date.

(b) Extensions. Unless Tenant has notified Landlord at least one hundred eighty (180) days before the expiration of the Initial Term that Tenant does not wish to continue this Lease (in which case this Lease shall terminate upon the expiration of the Initial Term), the Term shall be extended for an initial renewal term of five (5) consecutive Lease Years after the Initial Term (the "First Extension Term"). Thereafter, unless Tenant has notified Landlord at least one hundred eighty (180) days before the expiration of the First Extension Term that Tenant does not wish to continue this Lease (in which case this Lease shall terminate upon the expiration of the First Extension Term), the Term shall be extended for a second renewal term of five (5) consecutive Lease Years after the First Extension Term (the "Second Extension Term"). The terms, covenants and conditions as set forth herein with respect to the Initial Term shall apply to any and all extensions thereto.

(c) Tenant's Termination Right. Tenant shall have the right, exercisable in its sole discretion, to terminate this Lease at any time, with or without cause or other reason whatsoever. If Tenant elects, in its sole discretion, to exercise such termination right, then Tenant shall give a notice of termination to Landlord. Such termination shall be effective on the date specified in Tenant's notice; *provided* that such termination date shall not be less than ninety (90) days after the giving of such notice. Notwithstanding any provision of this Lease to the contrary, this Section 3(c) sets forth the exclusive conditions under which Tenant's rights set forth in this Lease may be terminated before the expiration of the Term.

4. Rent. Tenant shall make the initial Annual Rent payment within sixty (60) days after the Effective Date, for the period commencing on the Effective Date through the first anniversary of the Effective Date. Thereafter, during the Term, Tenant shall pay, in advance, the Annual Rent for each twelve (12) consecutive month period after such first anniversary of the Effective Date (each such twelve month period being a "Lease Year"). Tenant shall pay the applicable Annual Rent within sixty (60) days after the commencement of each such Lease Year. Tenant shall pay the Annual Rent to Landlord at the address listed in Section 21(a), or to such other Person and/or address as Landlord may designate in writing at least thirty (30) days before the due date of such payment. Tenant shall not be required to (a) provide any security deposit and/or any other form of financial assurance to Landlord in connection with this Lease; and/or (b) pay any other payment, contribution and/or compensation of whatever nature to Landlord on account of, and/or arising out of, this Lease, the Premises and/or the transactions contemplated hereby (other than as a result of Landlord's exercise of remedies pursuant to Section 14(a)).

5. Taxes. Tenant shall pay any personal property taxes that are assessed, levied, charged, confirmed, or imposed by any Governmental Authority on Tenant's personal property located on the Premises, including the Generating Facilities; *provided* that Tenant shall have no liability and/or other obligation for (a) taxes attributable to any improvements now or hereinafter on the Premises that are owned by an entity other than Tenant; (b) taxes computed upon the basis of the payment derived from this Lease by Landlord (including any income taxes); and (c) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind that are

adopted by any Governmental Authority after the Effective Date. Landlord shall solely bear and pay any and all other taxes and amounts attributable to, and/or arising out of the Land, including all real property taxes relating to the Premises, and all amounts in connection with clauses (a), (b) and (c) of this Section 5. Nothing in this Lease shall impair or otherwise affect the right of any Party to appeal, contest and/or otherwise seek relief with respect to any tax and/or other imposition.

6. Representations and Warranties.

(a) Title. Landlord represents, covenants and warrants that Landlord is the exclusive owner in fee simple of the Land.

(b) No Brokers. Each Party represents and warrants to the other that such Party did not contract with or engage a broker or agent in connection with, or arising out of, this Lease. Each Party agrees to indemnify the other Party against, and hold the other Party harmless from, any and all claims or liabilities for all brokerage fees, commissions and finder's fees incurred by reason of any action taken by the indemnifying Party in connection with this Lease.

(c) Authority. Each Party represents, covenants and warrants to the other that (i) it is duly authorized to execute and deliver this Lease, (ii) it has obtained all necessary consents, waivers and approvals under its organizational documents and under applicable Law to execute, deliver and perform under this Lease; and (iii) this Lease is enforceable against such Party in accordance with its terms and does not violate any provision of any agreement to which such Party is a party or to which it is subject.

(d) Land Use. Landlord hereby represents to the best of its knowledge and belief that creation and use of the parcels constituting the Premises does not constitute a subdivision requiring approval thereof under applicable Law.

(e) Landmark. Landlord hereby represents that to the best of its knowledge and belief the Premises have not been designated, nor do any plans exist to designate the Premises as a landmark, nor are the Premises within a historical district or otherwise entitled to landmark protection. To Landlord's best knowledge and belief, the Premises have not been listed in any national, state or local register of historic places.

(f) [To be completed, if appropriate, after discussion re: existing drainage structure]

(g) Landfill. Landlord shall be solely responsible (at Landlord's sole cost and expense) to operate, maintain, repair and otherwise care for, the Landfill in accordance with applicable Laws (including permits, approvals and other orders issued by any Governmental Authority regarding the closure of the Landfill) and any applicable contractual or other commitments. Landlord represents, warrants and covenants that to Landlord's best knowledge and belief:

(i) the Landfill is in compliance with all applicable Laws, including all requirements of DEEP. Without limiting the generality of the foregoing, the Landfill has been closed

and capped in accordance with applicable Laws, including compliance with the plans and specifications approved by DEEP. Since being closed, the Landfill has been maintained and otherwise used in accordance with applicable Laws;

(ii) the condition of the Landfill does not differ from that characterized in submissions to Governmental Authorities, including DEEP;

(iii) the Landfill is not subject to any restriction, limitation and/or other covenant regarding use, other than the application of the Existing Encumbrances and Laws applicable to activities conducted on similar landfill sites after closure. Landlord is not a party to any agreement, instrument and/or other contractual arrangement of whatever nature (written or oral) pertaining, in whole or in part, to operation, maintenance and other work in connection with the Landfill;

(iv) Landlord is not conducting, and has to plans to conduct, any maintenance on, repair of, alteration to and/or other change affecting all or any portion of the Premises that could reasonably be expected to interfere with and/or otherwise adversely affect any of the Permitted Uses and/or any other exercise of rights granted hereunder by Tenant;

(v) there are no plans and/or circumstances that would require Landlord to alter, relocate and/or otherwise revise the condition and/or location of any of the access roads to or on the Premises; and

(vi) Landlord has not taken and/or failed to take any action that could affect the issuance of any Permit for the Generating Facilities.

In addition to Tenant's rights and remedies hereunder (including those under Section 14 of this Lease), at law and in equity, if any representation and/or warranty of Landlord is incorrect in any material respect and/or Landlord breaches any of the Landlord's covenants, Tenant reserves the right, but not the obligation, to take corrective actions, at Landlord's sole cost, to cause the Landfill to be in compliance with such representation, warranty and/or covenant. Landlord shall reimburse Tenant for all cost and expenses so incurred by Tenant within sixty (60) days after Tenant submits a request for payment therefor.

7. Permitted Uses.

(a) Tenant shall be entitled to use the Premises and the remaining portions of the Land for the Permitted Uses described in Exhibit D attached hereto and made a part hereof, consistent with the terms and conditions of this Lease. Without prejudice to, and/or any limitation of, Tenant's rights and remedies hereunder, Tenant shall bear all costs and expenses incurred by Tenant in connection with the construction, operation and maintenance of the Generating Facilities, including permitting fees and public utility charges.

(b) Without limiting the generality of the Permitted Uses, Landlord acknowledges that Tenant is the exclusive owner of (a) electricity generated by, and capacity and other products associated with, each Generating Facility; and (b) the Environmental Attributes of each

Generating Facility. "Environmental Attributes" include any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substances attributable to a Generating Facility. Without the prior written approval of Tenant, Landlord shall not make or publish any public statement or notice which claims ownership of, or entitlement to, any Environmental Attributes of a Generating Facility or the electric power and other products generated thereby.

8. Covenants.

(a) Landlord shall not erect any building or structure on, place or store any materials on, park or store any vehicles on, grade, excavate, fill or flood the Land, or otherwise use the Land, in any manner which (i) may interfere with the exercise of any of the Permitted Uses, rights and/or leases herein granted to Tenant, or (ii) which may create a hazard, in each case without prior written notice to and receipt of the written Approval from Tenant. If Landlord desires to take any of such actions, Landlord shall notify Tenant of such intent, and Tenant shall advise Landlord, within a reasonable period, of any concerns with respect to interference and/or hazards. The Parties shall negotiate in good faith to address and resolve Tenant's concerns and otherwise effect Landlord's compliance with this Section 8(a).

(b) Landlord shall not attach anything to the property of Tenant installed by virtue of this Lease.

(c) Landlord acknowledges, covenants and agrees that no cessation of use or operation of all or any portion of a Generating Facility, the Premises or the rights set forth in this Lease by Tenant shall be deemed an abandonment thereof resulting in the termination of any aspect of this Lease or any rights granted herein, *unless* Tenant, at the time of such cessation of use or operation, terminates this Lease pursuant to Section 3(c).

(d) Without prior written consent of Tenant (which may not be unreasonably withheld, conditioned or delayed), Landlord shall not:

- (i) authorize or permit all or any portion of the Land to be used in connection with a solar and/or fuel cell generating facility (except the Generating Facilities), and/or convey any new or additional agreements, leases, licenses or permits (including any new amendments to existing agreements, easements, leases, licenses and/or permits) to any Third Parties on the Premises within or across the Premises, or on any other property owned by Landlord that is adjacent to, abuts and/or is within one hundred (100) feet of the Solar Area (each a "Third Party Agreement"),

in each case that may (A) interfere with the exercise of any of the rights and/or privileges granted herein; and/or (B) which may create a hazard. If Landlord desires to take any of such actions, Landlord shall notify Tenant of such intent, and Tenant shall advise Landlord, within sixty (60) days after receipt of relevant information requested by Tenant from Landlord, of any concerns with respect to interference and/or hazards. The Parties shall negotiate in good faith to address and resolve Tenant's concerns and otherwise effect Landlord's compliance with this Section 8(d).

If Tenant consents in writing to any Third Party Agreement, then the text of such Third Party Agreement shall state that such Third Party Agreement is subordinate to, and subject to, this Lease.

(e) Landlord shall not Transfer any interest in, use or take any action (including seeking a subdivision or similar change to existing property boundaries) with respect to, and/or authorize or permit any activities on the Land that could (i) result in noncompliance with land use, zoning or other Laws, whether as a result of such action, authorization and/or permission itself, or in conjunction with the rights and/or privileges granted herein; and/or (ii) in any manner interfere with the exercise of any of the rights and/or privileges granted herein, in each case without Tenant's prior written Approval. Before taking any action of whatever nature with respect to the Land, Landlord shall submit a detailed plan to Tenant, including Landlord's compliance with this Section 8(e). Tenant shall provide comments on such plan, including any concerns regarding compliance with this Section 8(e), and Landlord shall not take any action with respect to such plan without first addressing Tenant's concern and obtaining Tenant's prior written Approval.

(f) Landlord will promptly cause to be subordinated or released any Encumbrance, whether in existence before or after the Effective Date, that Tenant reasonably determines interferes with, jeopardizes or adversely impacts Tenant's Permitted Uses of the Premises or the remaining portions of the Land that are subject to Permitted Uses; *provided* that if such Encumbrance (i) exists due to the unilateral action of a Third Party, or without the consent, agreement, authorization or other direct or indirect acquiescence of Landlord, and (ii) does not relate to any failure by Landlord to comply with any term and/or condition of this Lease, then Landlord shall (A) pursue such subordination or release with reasonable diligence, *provided* that the foregoing shall not require Landlord to settle and/or otherwise compromise any claim to obtain such subordination or release; and (B) take such action and provide such assurances as Tenant may reasonably request to preserve and protect Tenant's rights and interest hereunder pending such subordination or release.

(g) In response to a request for cooperation and assistance from Tenant in connection with Tenant's development, permitting, construction, operation, maintenance, replacement, repowering and/or upgrading of a Generating Facility, Landlord shall provide such cooperation and assistance in order to effectuate such efforts by Tenant with respect to such Generating Facility at no Third Party cost or expense to Landlord. Such cooperation and assistance shall include signing (in the capacity as a land owner) any applications, requests, notices, extensions, or similar documentation submitted by Tenant to any Governmental Authority (including with respect to the PURA Approval, the DEHP Permit and/or a Siting Council Decision), and providing documentation available to Landlord regarding the Premises (including the Landfill).

(h) If Pre-existing Hazardous Materials are encountered or generated at the Site, Tenant (and/or its contractor(s)) shall use the EPA ID number of the Landlord for the Premises when transporting such Hazardous Materials off-Site for management, storage, recycling, treatment and/or disposal. Landlord shall coordinate and cooperate with Tenant and its contractor(s) in such regard, and Landlord, as generator or otherwise, shall timely execute manifests and other documentation required in connection with such management, storage,

recycling, treatment and/or disposal, as well as any other actions required to be taken by Landlord as the registrant of such EPA ID number. Depending on the results of testing being conducted by Tenant to characterize the certain areas of the Premises, the Parties will negotiate in good faith the responsibility for the costs associated with recycling, treatment and/or disposal of Pre-existing Hazardous Materials.

(i) Tenant, at its sole cost and expense, shall prepare a draft application for the PCU Permit with the Generating Facilities as a permitted post-closure use, and Tenant shall submit such application to Landlord for its review and comment before filing with DEBP. Landlord shall provide any comments within fifteen (15) days after such submission by Tenant, and the Parties shall review and the reconcile Landlord's comments in a manner that preserves Tenant's schedule for the permitting and construction of the Generating Facilities. Within five (5) days after receiving the final version of such application, Landlord shall file such application with DEBP. Landlord shall provide to Tenant a copy of such application as filed with DEBP simultaneously with its submission, and shall promptly furnish Tenant with copies of all correspondence, comments and other written interactions with DEBP relating to the PCU Permit. Nothing in this Section 8(i) or elsewhere in this Lease shall constitute an assumption of any obligations and/or liabilities of Landlord or any Third Party with respect to, associated with, or arising out of, the PCU Permit and/or any other permits, approvals and other orders issued by any Governmental Authority regarding the Land (including the stewardship permit). Landlord shall not take any other action with respect to any Permits without obtaining prior written Approval from Tenant.

9. Access and Security.

(a) Public Safety. Landlord is responsible for, and shall solely retain, the cost of maintaining any site security requirements under applicable Law (including compliance with the terms of the PCU Permit), other than those arising out of the Permitted Uses. The Parties shall establish a mutually acceptable protocol for the use and integrity of Landlord's security installations (including gates installed near, and/or at access points to, the Premises (including the Shared Area)) that Tenant will encounter in connection with the Permitted Uses and the exercise of other rights granted hereunder.

(b) Tenant Security Measures. Landlord acknowledges that the Premises may be secured because of the operation of the Generating Facilities, and access to the Premises will be limited due to public safety reasons. Tenant shall install, at Tenant's expense, gates to secure the entrances to the Solar Area and the Fuel Cell/Service Area. Tenant shall have the right, but not the obligation (unless required by applicable Law), to install, at Tenant's expense, other security improvements on the Premises; *provided* that the Parties shall coordinate if Tenant desires to install any security measures for the Shared Area. Tenant shall be responsible for the operation, maintenance and repair of all security improvements installed by Tenant.

(c) Improvements. Tenant shall have no responsibility for the operation, maintenance and repair of any improvement of the Premises by Landlord or Third Parties, whether now existing or installed in the future; *provided* that (i) Tenant shall repair any damage to such improvements in the Shared Area caused by, or on behalf of, Tenant in connection with the

(a) **General Indemnity.** Each Party agrees to indemnify the other Party, its contractors, employees, agents and affiliates against, and defend and hold each of them harmless from all liabilities, obligations, claims, losses, damages, injuries, costs, penalties, fines, judgments and/or expenses (including attorneys' fees) sustained by, incurred by, or assessed to, any of such Indemnified Person resulting from, or attributable to, in whole or in part, the acts, omissions and/or negligence of the Indemnifying Party, its employees and/or agents, *except* to the extent that any such liability, obligation, loss, damage, injury, cost, penalty, fine, judgment or expense resulted solely from the gross negligence or intentional misconduct of the Indemnified Person. For purposes of this Section 10(a), "gross negligence" means conscious, reckless and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

10. Indemnification.

Utilities Manager
 City of Bridgeport
 Margaret E. Morton Government Center
 999 Broad Street
 Bridgeport, CT 06604

Landlord's point of contact for routine communications between the Parties, including coordination of activities affecting the Shared Area, shall be the following (or such other Person as Landlord may designate from time to time):

[TBD]

with a copy to:

[TBD]

(d) **Access.** Landlord reserves the right to access the Premises for the purpose of inspecting, operating, maintaining and repairing the Landfill; *provided* that Landlord's exercise of this right of access shall not unreasonably interfere with Tenant's Permitted Uses. Landlord shall coordinate its exercise of such right of access with Tenant; *provided* that (i) Landlord provides Tenant with seven (7) days' prior written notice of any such request or such lesser notice as shall be reasonably practicable and necessitated by the access request, to Tenant's representative listed below, and/or such other contact as may be designated by Tenant in writing; and (ii) Landlord shall not access to the Premises without being physically escorted by Tenant or Tenant's authorized agent. All such notices to Tenant shall be sent to the following (or such other address as Tenant may designate from time to time):

construction of the Generating Facilities; and (ii) Tenant shall have the right, but not the obligation, to repair and/or maintain any of such improvements in the Shared Area (including snow removal) in Tenant's sole discretion and at Tenant's sole cost.

(i) Assumption of Defense. If the Indemnifying Party has acknowledged, by notice given to the affected Indemnified Person(s) within a reasonable period after receiving the notice from such Indemnified Person(s) (based on the circumstances, but no more than thirty (30) days after receipt of such notice), its indemnification obligation with respect to a particular claim in accordance with the terms of Sections 10(a) and/or 10(b), the Indemnifying Party, upon giving such notice to such Indemnified Person(s), may assume, at its sole cost and expense, the defense of any Third Party claim. Pending receipt of such notice from the Indemnifying Party, the affected Indemnified Person(s), at its option, may take appropriate actions in the defense of such Third Party claim, and the costs and expenses associated with such actions shall be an indemnified expense. Counsel selected for such defense of any Third Party claim shall be reasonably acceptable to such Indemnified Person(s), and such Indemnified Person(s) shall be entitled to participate in (but not control) such defense through its/their own counsel and at its own expense; *provided that* if the counsel selected by the Indemnifying Party advises that, due to actual or potential conflicts, separate counsel should represent such Indemnified Person(s), the expense of such separate counsel shall be an indemnified expense in accordance with the terms

(d) Third Party Indemnification Procedure.

(c) Indemnification Notice. Whenever a claim for indemnification shall arise under Sections 10(a) and/or 10(b), the Indemnified Person(s) shall give notice to the Indemnifying Party of such claim, including reasonable detail about the facts and circumstances thereof. Such notice shall be given as soon as reasonably practical following the time that such Indemnified Person realized its entitlement to indemnification under such Section(s). Notwithstanding the foregoing, the failure to provide such notice shall not prejudice, impair or otherwise adversely affect in any manner whatsoever the rights of the Indemnified Persons and the obligations of the Indemnifying Party, and such Indemnified Person(s) shall have no liability to the Indemnifying Party as a result of the failure to provide such notice and such Indemnified Person(s) shall have all of the rights and benefits provided for in this Lease, notwithstanding failure to provide such notice.

(b) Environmental Indemnity. Landlord agrees to indemnify Tenant its contractors, employees, agents and affiliates against, and defend and hold each of them harmless from (i) any claims made by, and all obligations and/or other liabilities of whatever nature to, any Third Party (including any Governmental Authority) in connection with injury to persons (including death), damage to property and/or natural resources, requirements of applicable Law and/or contractual commitments of Landlord concerning the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Land and/or other land of Landlord; and (ii) all liabilities, obligations, claims, losses, damages, injuries, costs, penalties, fines, judgments and/or expenses (including reasonable attorneys' fees) sustained by, incurred by, or assessed to, any Person (including Tenant, its contractors, employees, agents and affiliates) resulting from, or attributable to, in whole or in part, the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Land and/or other land of Landlord. The foregoing indemnity provisions shall apply irrespective of any fault, act or omission of Landlord or by its employees or agents and regardless of negligence, intention, willfulness, and/or illegality, it being the intent of the Parties that Landlord shall be strictly liable to Tenant for such indemnities.

(a) Generating Facilities. Tenant is the exclusive owner and operator of the Generating Facilities. Without prejudice to positions taken by taxing authorities, as between the Parties, the Generating Facilities (including the component parts thereof) are personal property and not fixtures. Landlord shall not sell, lease, assign, mortgage, pledge or otherwise alienate or

11. Transfer, Assignment and Subletting.

(e) No Assumption of Liability. Tenant, by its acceptance of this Lease, does not agree to perform, and does not agree to assume or otherwise be liable for, any obligations and/or liabilities of Landlord or any Third Party with respect to, associated with, or arising out of, the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Landfill, the Land and/or other land of Landlord. Without limiting the generality of the foregoing, any repair and/or modification of the Landfill by, and/or on behalf of, Tenant, including in connection with compliance with any Permit, and/or the construction, maintenance, operation, replacement, repowering and/or upgrading of a Generating Facility, shall not result in, and/or otherwise constitute the assumption of, any responsibility, liability and/or other obligation whatsoever by Tenant with respect to all or any portion of the Landfill.

(iii) Limitation. Notwithstanding its control or a defense of any Third Party claim, the Indemnifying Party shall not (A) make any admission or take any other action that is binding on, or otherwise attributable to any Indemnified Person; and/or (B) consent to any settlement, entry of judgment or other disposition, in any or all instances without the prior written consent of the affected Indemnified Person(s), which shall not be unreasonably withheld, conditioned or delayed.

(ii) Indemnified Persons' Rights. If the Indemnifying Party does not acknowledge its indemnification obligation for a particular Third Party claim, or does not timely assume the defense thereof, such Indemnified Person may defend such claim in such manner as it may deem appropriate. The Indemnifying Party shall bear all of the costs and expenses, including attorneys' fees, incurred by each Indemnified Person in connection with such defense all of which shall be paid from time to time thirty (30) days after the Indemnifying Party receives a written request from any Indemnified Person for reimbursement (including reasonably detailed documentation in support of any such request), and the Indemnifying Party shall be entitled to participate (but not control) such defense through its own counsel and at its own expense. The Indemnifying Party shall reasonably cooperate with each Indemnified Person in connection with the defense of such Third Party claim.

and conditions hereof, the full cost of which shall be borne by the Indemnifying Party. Such Indemnified Person(s) shall reasonably cooperate with the Indemnifying Party in connection with the defense of such Third Party claim. Notwithstanding anything to the contrary in this Lease, each Indemnified Person shall have the right to retain separate counsel to represent such Indemnified Person, at the sole cost and expense of such Indemnified Person concerning such Third Party claim, *except* to the extent such cost and expense are subsequently determined to be an indemnified expense.

encumber any Generating Facility (or any interest therein) with the fee interest or other property rights to the Premises and/or other portions of the Land.

(b) Transfers by Landlord. Without prior written consent of Tenant (which may not be unreasonably withheld, conditioned or delayed), Landlord shall not Transfer all or a portion of the real property constituting all or any portion of the Premises or any other portion of the Land subject to Permitted Uses and/or any interest therein. Landlord shall give Tenant at least sixty (60) days written notice prior to any proposed Transfer of all or a portion of the real property constituting all or any portion of the Premises or any other portion of the Land subject to Permitted Uses and/or any interest therein, identifying the transferee, the portion of said real property to be transferred, and the proposed date of Transfer. Landlord shall require any transferee of a proposed Transfer to acknowledge and consent to the terms of this Lease by instrument in a form and content reasonably acceptable to Tenant, and any transferee of all or any portion of said real property shall take title to said real property subject to, and subordinate to, this Lease. Landlord agrees that this Lease and the rights granted hereunder shall run with the Land, and survive any Transfer of such property, or any portion thereof, until this Lease terminates as expressly provided herein. In the case of any Mortgage recorded on the Land after the Effective Date, such Mortgage shall be subordinate to this Lease, and Tenant shall be entitled to require Landlord to secure and deliver to Tenant (within sixty (60) days after Tenant's request therefor) a SNDA reasonably acceptable to Tenant. In no event shall Landlord and/or anyone claiming by, through, or under Landlord (including any present or future mortgagee of the Land) have any rights in or to the Generating Facilities at any time. This Section 11(b) shall supplement any other applicable provision of this Lease (including Section 8(e)).

(c) Transfers by Tenant. This Lease is for the benefit of Tenant, its successors and assigns, and is fully apportionable and fully assignable or otherwise Transferable, all or in part, including through sublease or license, without the need of any consent of Landlord or Landlord's successors and assigns (i) to any Person controlled by, or under common control or ownership with Tenant (including any direct or indirect subsidiary of Tenant); (ii) in connection with the sale of all or substantially all of the assets of Tenant; (iii) as part of any mortgage, pledge or other Encumbrance granted by Tenant, including as a result of the exercise of rights by any Person under such Encumbrance; (iv) as a result of the transfer of a controlling interest in Tenant by its parent and/or other Person possessing control over Tenant; (v) pursuant to any approval, order and/or other authorization issued by a Governmental Authority, including PURA; and (vi) to any assignee or other transferee regularly engaged in the ownership and/or operation of power generating facilities similar to the Generating Facilities (or in the case of a partial assignment, the Generating Facility) subject to such assignment or transfer). Tenant shall notify Landlord within a reasonable period after the consummation of any such Transfer not requiring Landlord's consent. Any other Transfer, in whole or in part, of this Lease by Tenant shall require the prior written consent of Landlord (which may not be unreasonably withheld, conditioned or delayed), in which case Tenant shall give Landlord at least sixty (60) days written notice prior to any such Transfer identifying the transferee and the proposed date of Transfer. In the case of any such Transfer by Tenant, Landlord, at the request of Tenant, shall execute and deliver to Tenant and such transferee an SNDA (or such other documentation as Tenant may reasonably request) containing terms reasonably acceptable to Tenant, within sixty (60) days after Tenant's request therefor.

(a) Abandonment. In connection with the expiration of the Term, Tenant shall elect, by notice given to Landlord, to exercise either of the following two alternatives: (i) abandon in place either or both of the Generating Facilities (or that portion thereof that remains on the Premises at such expiration), or (ii) remove the Generating Facilities at Tenant's expense. If Tenant decides to abandon any Generating Facilities at the expiration of the Term, Landlord shall have sixty (60) days after receipt of such notice ("Landlord's Expiration Period") to exercise either of the following two alternatives: (A) allow Tenant to abandon in place the Generating Facilities (or such remaining portion) in which case the Generating Facilities (or such portion) shall automatically become the property of Landlord at the end of the Term, and Tenant shall execute documentation confirming said transfer of title to the Generating Facility to Landlord, or (B) direct Tenant to remove the Generating Facilities at Tenant's expense. The Landlord's Expiration Period may be extended upon mutual agreement of the Parties. If Landlord fails to elect either alternative within the Landlord's Expiration Period, then, at the expiration of the Landlord's Expiration Period, Landlord shall be deemed to have directed Tenant to remove the Generating Facilities in place pursuant to clause (B) of this Section 13(a).

13. Surrender of Premises upon Termination or Expiration.

(b) Rent Adjustment. In the event that the condemning authority is successful in any such condemnation proceeding, then, as of the date of vesting of title in such condemning authority, the Annual Rent shall be prorated to such date based on the portion of the Generating Facilities affected by such taking.

(a) Award. If any portion of the Premises or any other portion of the Land subject to Permitted Uses is taken by condemnation or any other manner for any public or quasi-public purpose, then: (i) Tenant shall be entitled to fully participate and otherwise protect its rights under this Lease in such condemnation proceeding; and (ii) upon a taking, the proceeds of any award or judgment payable by the condemning authority shall be allocated by the court having jurisdiction over the condemnation proceeding between the Parties based on said courts' determination of the impact of said condemnation on the Parties' respective interests in the Premises or any other portion of the Land and subject to Permitted Uses, including the damage caused to the Generating Facilities and the loss of revenue to Tenant resulting from any removal or relocation of a Generating Facility or any part thereof. Neither Party shall be entitled to settle with the condemning authority without the joint participation and prior written approval of the other Party.

12. Eminent Domain.

(e) Binding Effect. This Lease shall be binding upon the Parties and their respective successors and permitted assigns.

(d) Voided Transfers. Any Transfer in violation of the terms of this Article 11 shall be null and void and without legal effect.

(b) **Holding Over.** Should Tenant, without Landlord's written consent, hold over after termination or expiration of the Term, Tenant shall become a tenant from month-to-month, and any such holding over shall not constitute an extension of this Lease. Tenant shall pay Landlord rent determined in accordance with Exhibit C attached hereto and made a part hereof for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease; *provided, however*, that Tenant shall not be obligated to make any of the hold-over rental payments required by this Section 13(b) during the six (6) month period immediately following the expiration of the Term so long as during said six (6) month period Tenant is negotiating in good faith with Landlord to extend this Lease (or execute a new lease of the Premises), or removing the Generating Facilities. If the Landlord's Evaluation Period has been extended and Landlord shall direct Tenant to remove the Generating Facilities, then the Term of this Lease shall be extended for a period of six (6) months after Tenant's receipt of such direction and during such period, Tenant shall not be obligated to make any of the hold-over rental payments required by this Section 13(b).

(c) **Release.** On the expiration of the Term, Landlord may request that Tenant provide a recordable Release of the Notice of Lease and said release shall be delivered to Landlord within ninety (90) days of Landlord's request therefor. Landlord is responsible for recording said Release of Notice of Lease.

14. Remedies.

(a) **Remedies for Default.** Subject to the limitation on remedies set forth in Sections 14(b) and 14(c) hereof, upon the occurrence of any default, the non-defaulting Party shall provide written notice thereof to the defaulting Party, the defaulting Party shall have thirty (30) days to cure the default and the non-defaulting Party may pursue one or more of the following remedies after the expiration of the defaulting Party's cure period:

(i) The non-defaulting Party may initiate a court proceeding to seek actual damages sustained by the non-defaulting Party.

(ii) If Landlord is the defaulting Party, in addition to the remedy available to Tenant under subsection 14(a)(i) hereof, Tenant may (A) withhold payments of Annual Rent and other amounts owed to Landlord hereunder until the earlier of the date on which Landlord's default is cured or the dispute is resolved; and (B) exercise self-help by performing any of Landlord's unperformed obligations, and Landlord shall reimburse Tenant (within thirty (30) days of Tenant's written request for reimbursement) for all actual costs incurred by Tenant to perform Landlord's unperformed obligations; *provided, however*, notwithstanding any provision hereof to the contrary, if Tenant reasonably determines that Landlord's default results in or creates an emergency situation, then Tenant shall be entitled to exercise its remedy of self-help at any time including during Landlord's thirty day cure period.

(iii) If Tenant is the defaulting Party, in addition to the remedy available to Landlord under subsection 14(a)(i) hereof, but subject to Section 14(b), Landlord may exercise self-help by performing any of Tenant's unperformed obligations, and Tenant shall

reimburse Landlord (within thirty (30) days of Landlord's written request for reimbursement) for all actual costs incurred by Landlord to perform Tenant's unperformed obligations; *provided, however*, notwithstanding any provision hereof to the contrary, if Landlord reasonably determines that Tenant's default results in or creates an emergency situation, then Landlord shall be entitled to exercise its remedy of self-help at any time including during Tenant's thirty day cure period.

In addition to any other remedy specifically set forth in this Lease, Tenant has the right to enforce the provisions of this Lease (including Section 8(e)) through an action for specific performance and/or injunctive relief as contemplated in Section 21(f). The election of any one remedy available under this Lease shall not constitute a waiver of any other available remedies, including those available at law or in equity, *except* as set forth in Section 14(b). The prevailing Party shall pay for all reasonable costs of collection and enforcement, including reasonable attorneys' fees, which may be incurred by the other Party in enforcing and/or attempting to enforce its rights and remedies under this Lease.

(b) No Termination for Default by Tenant. Notwithstanding anything to the contrary in this Lease, in recognition of the fact that Tenant has incurred substantial expense to purchase, install and operate the Generating Facilities on the Premises, Landlord cannot terminate this Lease due to an uncured default by Tenant.

15. Force Majeure. The Parties shall not be in default of this Lease if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, in spite of its employment of commercially reasonable efforts and due diligence to fulfill, as a result of:

- (a) natural disasters and/or catastrophic events;
- (b) casualties to persons or properties required to fulfill such obligations;
- (c) war or terrorism;
- (d) governmental preemption in a national emergency, enactment of a Law or a change in existing Laws which prevents any Party's ability to perform its respective obligations under this Lease that, in each case, has general applicability throughout the State of Connecticut and specifically excluding any action taken by Landlord and/or any of its agencies and/or instrumentalities in their respective capacities as a Governmental Authority; and/or
- (e) any actions by Third Parties and other outside events beyond the exclusive control of the Party claiming hindrance or delay.

If a Party believes that such a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Lease, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. The claiming Party shall use commercially reasonable efforts to eliminate the hindrance or delay condition as quickly as possible. Notwithstanding notification of a claim of hindrance or delay by one Party, such notice shall not affect, impair or excuse the other Party from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance.

19. **Publicity; Public Communications.** The Parties shall coordinate all public relations communications, including press releases and conferences, public announcements and published materials (including advertising advertisements, brochures, electronic or video communications or

18. **Estoppel Certificates.** Each Party shall execute and deliver to the other, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications); (b) whether to the certifying Party's knowledge there are then existing any charges, offsets or defenses against the enforcement by Landlord or Tenant of any agreement, covenant or condition of this Lease on the part of Landlord or Tenant to be performed or observed (and, if so, specifying the same); and (c) whether to the certifying Party's knowledge there are then existing any defaults by Tenant or Landlord in or with respect to the performance or observance by Tenant or Landlord of any agreement, covenant or condition of this Lease on the part of Tenant or Landlord to be performed or observed, and whether any notice has been given to Tenant or Landlord of any default which has not been cured (and, if so, specifying the same).

(b) Tenant shall deliver to Landlord an executed, witnessed and acknowledged original Notice of Lease using the form in Exhibit E attached hereto and made a part hereof.

(v) [insert any other deliverables (including from title work)]

(iv) owner's affidavits and any other documents required by any title insurance companies to remove the standard title policy exceptions; and

(iii) proof, the form of which must be reasonably acceptable to Tenant, that Landlord has obtained all necessary federal, state and local approvals to execute, deliver and perform under this Lease;

(ii) a SNDA (the form and substance of which shall be reasonably acceptable to Tenant) for the Existing Encumbrances listed in Exhibit A; [To be confirmed after title work identifies any Existing Encumbrances that require subordination]

(i) an executed, witnessed and acknowledged original Notice of Lease using the form in Exhibit E attached hereto and made a part hereof;

(a) Landlord shall deliver to Tenant the following:

17. **Landlord's Deliverables to Tenant on the Effective Date.** On the Effective Date, simultaneously with the execution and delivery of this Lease:

16. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that Tenant shall lawfully, peaceably and quietly hold and enjoy the Premises during the Term, and Tenant's possession shall not be disturbed, hindered or other molested by Landlord, or by any Person(s) lawfully claiming by, through, or under Landlord.

presentations, and other promotional materials) by Landlord concerning any Generating Facility and this Lease to assure accuracy before public dissemination.

20. Dispute Resolution.

(a) Negotiation. In the event a dispute arises with respect to this Lease, the individuals directly involved in such dispute shall meet to negotiate and attempt to resolve the dispute. If such dispute cannot be resolved at that level within thirty (30) days after the initial negotiation session, then executives of each Party shall meet to negotiate and attempt to resolve such dispute. If such dispute cannot be resolved at this level within thirty (30) days after the initial meeting, then the Parties may proceed to litigation.

(b) Equitable Remedies. Nothing herein shall prejudice, impair or otherwise prevent either Party from applying for and receiving equitable relief, including an order for specific performance and/or an injunction, from an appropriate Governmental Authority pending the conclusion of any negotiation, mediation or litigation proceeding.

21. Miscellaneous Provisions.

(a) Notices. All communications required or permitted to be given under this Lease shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested or by an overnight delivery service to the Party receiving such communication at the address specified below:

Landlord:

City of Bridgeport
Margaret B. Morton Government Center
999 Broad Street
Bridgeport, CT 06604
Facsimile: 203.675.8129
Attention: Utilities Manager

Tenant:

[REDACTED]

Facsimile:

[REDACTED]

Attention:

with a copies to:

UIL Holdings Corporation
157 Church Street
P.O. Box 1564
New Haven, Connecticut 06506-0901
Facsimile: 203.782.2889

may be entitled thereunder at law and/or in equity. hereof in any action instituted in connection therewith in addition to any other remedy to which it of the provisions of this Lease and to enforce specifically this Lease and the terms and conditions Landlord agrees that Tenant shall be entitled to an injunction or injunctions to prevent breaches accordance with their specific terms and conditions or otherwise are breached. Accordingly, damaged irreparably in the event any of the provisions of this Lease are not performed in

(f) Specific Performance. Landlord acknowledges and agrees that Tenant would be State of Connecticut, without regard to conflict of laws principles thereof. shall be governed by and construed, enforced and performed in accordance with the laws of the (e) Governing Law. This Lease and the rights and duties of the Parties hereunder

provision. hereof or of any subsequent breach by a breaching or defaulting party of the same or any other No waiver of any provision of this Lease shall be deemed to be a waiver of any other provision condition or provision of this Lease shall not be deemed a waiver by said Party of that condition. writing executed by both Parties. Failure of a Party to insist upon strict compliance of any (d) Waiver. No provision of this Lease may be waived, except by an instrument in

Lease. by the other Party, to clarify, confirm and assure the rights and obligations provided for in this documents, and take such other actions as shall be necessary, or otherwise reasonably requested executed pursuant to Section 17(a). Each Party shall execute and deliver such additional (c) Recording. Tenant may elect to record this Lease and/or the Notice of Lease

and Tenant is that of landlord and tenant. of any other Party, it being understood and agreed that the only relationship between Landlord joint ventures, nor shall anything herein render either Party liable for the debts and obligations the Parties, or by any Third Party, as constituting the Parties as principal and agent, partners or (b) Relationship of the Parties. Nothing contained in this Lease shall be construed by

the transmission of routine communications between representatives of the Parties. Lease are to be delivered by giving the other Party notice at the address and in the manner set forth in this Section 21(a). Nothing contained in this Section 21(a) shall be construed to restrict Either Party may change the address to which notices and other communications under this

Director of Finance
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

address: provided that all payments of Annual Rent due to Landlord shall be submitted to the following

Attention: Linda L. Randell, Senior Vice President and General Counsel

[Signature pages follow]

(i) Multiple Counterparts. This Lease may be executed in two or more originals and/or counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Lease or the terms hereof to produce or account for more than one of such counterparts; *provided* that the counterpart produced bears the signature of the Party sought to be bound. Signatures delivered by facsimile, "portable document format" (PDF) or other means of electronic transmission of signatures shall be deemed to have the same legal effect as original signatures.

(h) Survival. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the term of this Lease shall survive cancellation, termination or expiration of this Lease for so long as is necessary to fulfill the intent thereof.

(g) Severability. If any provision of this Lease is adjudged by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future Laws for any reason, the same shall be modified, if possible, to the extent necessary to make it legal, valid and enforceable, or, if not possible, such provision shall be deleted. The remaining provisions of this Lease shall remain enforceable notwithstanding the illegality, invalidity or unenforceability of any individual provision. The Parties also shall negotiate an equitable adjustment to this Lease with a view toward effecting, to the extent possible, the original purpose and intent of the severed provision.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have duly executed this Lease with the Exhibits attached hereto, as of the Effective Date.

LANDLORD: CITY OF BRIDGEPORT,
CONNECTICUT

By: _____
Signature of Witness 1

Name: _____
Name of Witness 2:

Title: _____
Signature of Witness 2

ACKNOWLEDGEMENT

STATE OF CONNECTICUT

COUNTY OF _____
ss: Town/City of _____

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of the City of Bridgeport, Connecticut.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

TENANT: THE UNITED ILLUMINATING COMPANY

 Name of Witness 1:

 Signature of Witness 1

 Name of Witness 2:

 Signature of Witness 2

 By: _____
 Name: _____
 Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
)
 COUNTY OF _____)
 ss: Town/City of _____)

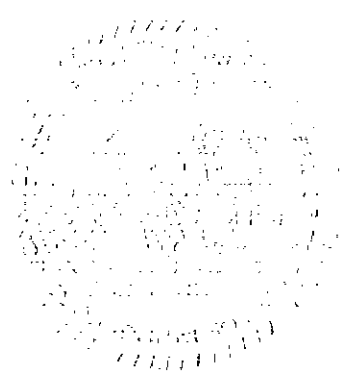
On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of THE UNITED ILLUMINATING COMPANY.

In Witness Whereof, I hereunto set my hand and official seal.

 Notary Public
 My Commission Expires:

[In addition to description, need to identify Existing Encumbrances (which will be subordinated)]

**EXHIBIT A
DESCRIPTION OF THE LAND**



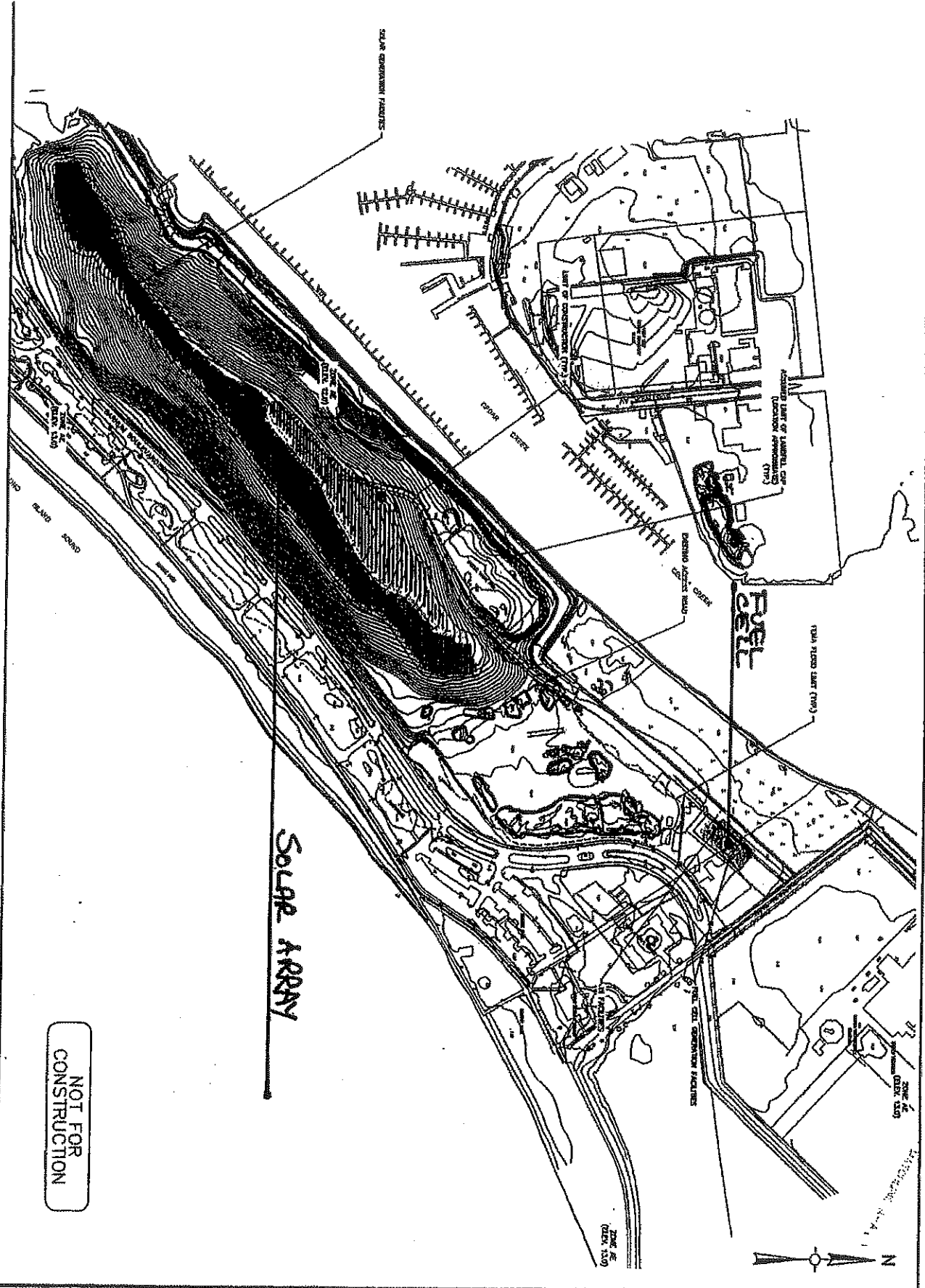
**EXHIBIT B
DESCRIPTION OF THE PREMISES**

[To be completed based upon an A-2 survey]

1. Solar Area.

2. Fuel Cell/Service Area.

3. Shared Area.



NOT FOR CONSTRUCTION

SOLAR ARRAY

| | | | | | | | | | | | | |
|----------------------------------|------|-------|----------|------------|------|-------|------|------|------|---|------|------|
| PRELIMINARY SITE PLAN | | | | | | | | | | Prepared for UI Corporation by Weston & Sons 170 Federal Road, Danbury, CT 06827 | | |
| FILE NO. | DATE | SCALE | DRAWN BY | CHECKED BY | DATE | SCALE | DATE | DATE | DATE | DATE | DATE | DATE |
| | | | | | | | | | | | | |
| REGISTERED PROFESSIONAL ENGINEER | | | | | | | | | | DATE | | |

[NOTE: All capitalized terms shall have the same meanings ascribed to them in the Ground Lease. The following Annual Rent that has been agreed to between the City administration and United Illuminating, subject to City Council approval, will be subject to PURA approval when United Illuminating submits its final budget to PURA in January 2014. The provisions of the Lease (e.g., the commencement of the Annual Rent payment will be based on the anniversary of commercial operation, not the Effective Date) will be conformed to be consistent with the agreed rent arrangement.]

EXHIBIT C
ANNUAL RENT

1. Initial Term. Tenant shall pay Annual Rent on account of each Lease Year during the Initial Term in an amount equal to (a) One Hundred Fifty Thousand Dollars (\$150,000.00), minus (b) personal property taxes paid by Tenant during such Lease Year as contemplated in Section 5 of this Lease. It is the intent of the Parties that the Annual Rent will be offset against the taxes paid for each during the Initial Term, but the City will receive no less than \$150,000.00 per Lease Year combined between taxes and Annual Rent. If the taxes paid in any Lease Year exceed \$150,000, then Tenant shall be deemed to have fully paid the Annual Rent for such Lease Year. As used in this Lease, "Lease Year" shall mean each twelve (12) month period that commences on the first day of the month after which both Generating Facilities have achieved commercial operation, and Tenant shall pay the Annual Rent for each Lease Year within sixty (60) days after the end of such Lease Year.

2. First Extension Term and Second Extension Term. The Annual Rent for the First Extension Term and the Second Extension Term will be (a) the fair rental value ("FMV") of the Premises for each Lease Year during the extension term, minus (b) personal property taxes paid by Tenant during such Lease Year as contemplated in Section 5 of this Lease. FMV shall be determined by the following process that shall begin in year 18 of the Initial Term:

(a) No later than 23 months prior to the expiration of the Initial Term, the Parties shall meet and negotiate terms for the Annual Rent that will apply during the First Extension Term and the Second Extension Term.

(b) If the Parties cannot reach mutual agreement no later than 18 months before the expiration of the Initial Term, the Annual Rent will be determined by the following procedure, the result of which will be final and binding upon the Parties:

(i) Each Party will retain, at its sole cost and expense, a MAI appraiser ("Party Appraiser") no later than 17 months before the expiration of the Initial Term. The Parties shall give their respective Party Appraiser identical instructions so that the appraisal results can be consistently compared.

(ii) Each Party shall submit to the other Party no later than 14 months before the expiration of the Initial Term the written appraisal of FMV

3. **Holding Over.** The monthly rent due under Section 13(b) of this Lease during any period in which Tenant is holding over shall be equal to one-twelfth (1/12) of the Annual Rent during the last Lease Year of the Term.

(v) The FMV determined by the above process shall be final and binding on the Parties for purposes of determining the Annual Rent during the First Extension Term and the Second Extension Term (if the Term includes such extensions).

(iv) However, if the FMVs submitted by the Party Appraisers differ by more than ten percent (10.0%) in the aggregate for all Lease Years in the extension terms, the Party Appraisers shall select a MAI appraiser to act as a neutral appraiser ("Neutral Appraiser") and shall submit the written appraisals of the Party Appraiser to the Neutral Appraiser no later than thirteen (13) months prior to the expiration of the Initial Term with instructions that the Neutral Appraiser shall determine the FMV per Lease Year no later than nine (9) months prior to the expiration of the Initial Term by selecting a figure for the FMV applicable for each Lease Year in the First Extension Term and the Second Extension Term that is between the highest and the lowest FMVs determined by the Party Appraisers for such Lease Year. The Parties shall equally share, through separate payments to the Neutral Appraiser, the costs and expenses of the Neutral Appraiser.

(iii) If the FMVs submitted by the Party Appraisers differ by less than ten percent (10.0%) in the aggregate for all Lease Years in the extension terms, the Annual Rent for each Lease Year in the First Extension Term and the Second Extension Term will be calculated using the average of the FMVs submitted by the Party Appraisers for such Lease Year.

determined by such Party's Party Appraiser for the First Extension Term and the Second Extension Term as a fixed, level annual amount per Lease Year assuming that Tenant will not terminate the Lease at the end of the Initial Term or the First Extension Term (without prejudice, however, to Tenant's right to terminate).

**EXHIBIT D
PERMITTED USES**

During the Term of this Lease, Tenant shall be entitled to develop, erect, install, construct, reconstruct, repair, maintain, replace, repower, upgrade, inspect, patrol, expand, operate and remove each Generating Facility, and in connection therewith engage in the activities described in, and/or implied by, this Exhibit D (collectively, "Permitted Uses").

1. Capitalized Terms. Capitalized terms used but not defined herein have the meaning assigned to such terms in this Lease to which this Exhibit D is attached to.

2. Generating Facilities. Tenant has the right, from time to time, to:

(a) develop, erect, install, construct, reconstruct, repair, maintain, replace, relocate, inspect, patrol, expand, operate, repower, upgrade and remove upon, over, under, along and across the entire Premises:

(i) the Solar Project and/or any other solar power generating facility, including solar panels, mounting substrates and/or supports, wiring and connections, power inverters, and communication, service, metering and other equipment;

(ii) the Fuel Cell Project and/or any other fuel cell power generating facility, including fuel cells, foundations and/or supports, wiring and connections, power inverters, and communication, service, metering and other equipment;

(iii) access roads (temporary and/or permanent) for each Generating Facility;

(iv) utility interconnections, including equipment and appurtenances as may be necessary or convenient for access to and interconnection with communication, water, sewer, electric and other utility services;

(v) equipment, foundations, anchors, braces, ducts, fences, gates, and other structures related to each Generating Facility;

(vi) lines, wires, filaments, cables, including fiber optic and communication cables, other conductors, antennas, and other structures, fixtures and appurtenances useful for the conducting and the transmission and distribution of electric current, energy, intelligence, wireless signals, light and communications of any character; and

(vii) monuments and signs to locate and/or otherwise identify the Premises;

provided that Tenant shall not exercise any of such rights in the area below the twelve (12) inches of topsoil layer that covers the Landfill unless authorized by either (1) Permit, or (2) the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

5. Vegetation Management and Other Rights. Tenant shall have (a) the right, but not the obligation, to perform trimming, cutting, clearing and removing, by mechanical means or otherwise, grasses, plants, shrubs, trees or limbs and branches thereof, underbrush and other growth any parts of the Premises or any abutting land owned by Landlord; (b) the right to control

4. Additional Rights Associated with Tenant's Generating Facilities. Tenant shall have the right to (a) generate, distribute and transmit electricity, energy, intelligence, light, wireless signals and/or communications of any character and to provide the service or services relating to said right(s) by means of the Generating Facilities; and (b) engage any other activity related to a Generating Facility authorized by applicable Law (including Permits).

The Shadow Restriction shall continue until this Lease is terminated in accordance with the provisions of this Lease.

- (a) No vegetation, structure or other objects will be allowed to encroach into or onto the area affected by the Shadow Restriction.
- (b) No building, structure, vegetation, activity, or land use of Landlord *except* utility lines, antennas, wires, and poles shall cast a shadow on the Solar Project or any portion thereof during daylight hours.

3. Shadow Restriction. Tenant shall have a right of way for access to direct sunlight in that airspace above the Landfill necessary to prevent any building, structure, landscaping, vegetation, or object of any type, from shading or otherwise blocking, obstructing, or interfering with the passage of direct sunlight to the Solar Project, or any portion thereof, located on the Premises between the hours of 9 a.m. and 4 p.m. Eastern Daylight-Saving Time or between the hours of 10 a.m. and 5 p.m. Eastern Standard Time ("*Shadow Restriction*"). In addition, Landlord hereby grants a Shadow Restriction to Tenant in connection with any existing and after acquired property of Landlord adjacent to, abutting, or within one hundred (100) feet of the Solar Area. The Shadow Restriction imposes the following restrictions on future use and enjoyment of the Land, the Premises and other land owned by Landlord that abuts or is within one hundred (100) feet of the Solar Area to prevent the impairment, obstruction or passage of sunlight through the Shadow Restriction:

- (c) store construction and maintenance materials, staging, and other materials, equipment and supplies on the Premises (other than the Shared Area), as deemed necessary by Tenant in connection with the Generating Facilities; use the Premises for temporary parking and other reasonable and necessary uses in connection with the development, erection, installation, construction, reconstruction, repair, maintenance, replacement, relocation, inspection, expansion, repowering, upgrading, operation and removal of any Generating Facility.

(b) utilize and improve all existing and future access, drainage, storm water, sewer and related rights held by Landlord for the Premises, all access, drainage, storm water, sewer and related facilities and improvements currently and hereinafter located in, on, over and/or under the Premises, all of which Tenant may elect to utilize as Tenant deems necessary or appropriate for the exercise of Tenant's rights and benefits hereunder; and

8. Interconnection to Electric System. Tenant shall have the right to erect, install, construct, reconstruct, repair, maintain, replace, upgrade, relocate, inspect, patrol, expand, operate and remove upon, over, under, along and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient (as determined by Tenant) electric and communication poles, wires, cables, facilities, equipment and appurtenances necessary to interconnect each Generating Facility to the electric transmission and/or electric distribution system; *provided* that shall not exercise any of such rights (a) in the area below the twelve (12) inches of topsoil layer that covers the Landfill unless authorized by either (i) Permit, or (ii) the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; and (b) to construct permanent above-ground improvements on such adjoining land without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Nothing in this Exhibit D or otherwise in this Lease shall affect, supplement, alter and/or otherwise modify in any manner whatsoever the respective rights and obligations of each Party with respect to municipal roads and other public rights-of-way, including with respect to the installation of interconnection facilities for each Generating Facility in such locations, it being the intention of the Parties that any portion of the Premises and/or

7. Access Rights. Tenant shall have (a) the right to enter upon, travel and transport materials and equipment over and upon the Premises and other adjoining land of Landlord (including other portions of the Land), including through the use of access roads and other improvements on such properties; (b) the right of way to access over and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient to gain access to, and egress from, the Premises; (c) the right to use access roads and other improvements on the Premises and other adjoining land of Landlord (including other portions of the Land) in connection with Tenant's exercise of access and egress rights; and (d) the right (but not the obligation) to construct one or more new improved access roads over and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient to gain access to, and egress from, the Premises; *provided* that Tenant shall not exercise such right to construct new access roads over and across such adjoining land without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

6. Grading, Excavating, Filling, Improving and Removal of Debris. Tenant shall have the right to grade, excavate, fill, remove debris from and otherwise improve the (a) Premises, and (b) portions of the Land which Tenant determines are necessary or appropriate to allow Tenant to enjoy this Lease rights granted to Tenant hereunder, including the right of Tenant to (i) install, operate, maintain, repair, replace and expand storm water drainage improvements and utilities which Tenant deems necessary or appropriate; and (ii) increase the grade of the Fuel Cell/Service Area above floodplain elevation requirements of the Federal Emergency Management Agency or any successor agency thereto.

the growth of such grasses, plants, shrubs, trees, limbs, branches, underbrush and other growth by the use of chemicals or otherwise; *provided* that such use of chemicals on the Landfill other than those allowed by any Permit shall require the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; (c) the right to dispose of all wood cut; and (d) the right to remove any structures within or projecting into the Premises.

- (i) the operation and maintenance of a Generating Facility in the ordinary course of Tenant's business;
- (ii) any work performed by, and/or on behalf of, Tenant based on practices recommended by a manufacturer of equipment and other materials installed in a Generating Facility;
- (iii) any work performed with respect to a Generating Facility in connection with the satisfaction of any warranty and/or other contractual obligation, including the replacement, relocation and/or expansion of any Generating Facility; and

provided that the following shall not constitute a Fundamental Alteration:

- (b) can be implemented without any Permit (including an amendment, reauthorization, and/or other change to any existing Permit, including the PURA Approval, the DBFP Permit and/or a Siting Council Decision with respect to such Generating Facility) and/or proceeding before a Governmental Authority;
- (a) materially and substantially alters the nature and character of such Generating Facility including an increase in the size or height of such altered Generating Facility, an increase in the ambient heat and/or noise produced by such altered Generating Facility in areas outside of the Premises, or any other modification that adversely changes the appearance and/or other sensory perception of such altered Generating Facility from outside of the Premises by residents living near the Land and/or using public facilities in the nearby park area; and

11. Fundamental Alteration. After the occurrence of final acceptance or its equivalent with respect to the initial installation of a Generating Facility, Tenant shall notify Landlord of any Fundamental Alteration proposed to be implemented by Tenant and allow Landlord not more than thirty (30) days to advise Tenant in writing of any specific concerns of Landlord regarding the material and adverse effect of such Fundamental Alteration on the Land and/or the nearby community. As used in this Section 11, a "Fundamental Alteration" shall mean a reconstruction, relocation or expansion of a Generating Facility that:

10. Alterations. Without limiting the generality of Tenant's rights hereunder, Tenant also may, at its option, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Premises, as it may deem desirable, in all cases subject to applicable Law (including the terms and conditions of any applicable Permit).

9. Surface, Subsurface and Air Rights. The rights granted under this Lease to use and occupy the Premises in connection with the development, construction, installation, operation, maintenance, repair, renewal, replacement, repowering and upgrading of the Generating Facilities shall include all surface and subsurface rights and air rights over the Premises.

other adjoining land of Landlord (including other portions of the Land) constituting municipal roads and other public rights-of-way shall not be subject to, and/or affected by, this Lease.

(iv) any repair, reconfiguration, substitution and/or replacement (including the periodic replacement of the stack of the Fuel Cell Project) by Tenant of the component parts of a Generating Facility.

For the avoidance of doubt, Landlord shall not have the right to approve, authorize and/or otherwise consent to any Fundamental Alteration, and Tenant shall have no obligation to notify Landlord of any reconstruction, relocation or expansion of a Generating Facility that requires a Permit or other action by a Governmental Authority.

EXHIBIT E
NOTICE OF GROUND LEASE

This Notice of Ground Lease is entered into by and between CITY OF BRIDGEPORT, CONNECTICUT ("Landlord"), having an office at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604 and its successors and assigns, and THE UNITED ILLUMINATING COMPANY ("Tenant"), a specially chartered Connecticut corporation, having a usual place of business at 180 Marsh Hill Road, Orange, Connecticut 06477 and its successors and assigns, concerning the Ground Lease Agreement executed [redacted] 2014, between Landlord and Tenant.

1. Names and Addresses of the Parties to the Lease.

Landlord: The City of Bridgeport, Connecticut
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

Tenant: The United Illuminating Company
180 Marsh Hill Road
Orange, CT 06477

2. The Lease and Date of Execution. Ground Lease Agreement by and between Landlord and Tenant with a date of execution of [redacted] 2014 (the "Ground Lease")

3. Ground Lease Term. The initial term of the Ground Lease shall commence on [redacted] 2014 and run through [redacted] 2034

4. Description of the Property Contained in the Lease. The Landlord has leased to Tenant approximately [redacted] acres located at [redacted] in Bridgeport, Connecticut, which is more particularly bounded and described in Exhibit A hereto (hereinafter referred to as the "Premises"), and, pursuant thereto, the Landlord has granted apurtenant rights in the real property bounded and described in Exhibit B hereto.

5. Right of Extension or Renewal. Tenant is granted options to extend the term of the Ground Lease for two (2) additional periods of five (5) years each at the expiration of the initial term for the first option period and at the expiration of the first option period for the second option period.

6. Option to Purchase. There is no option to purchase.

7. Places Where Ground Lease is On File. Duplicate executed copies of the Ground Lease are on file at the office of (a) Landlord through its Department of Public Utilities at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604; and (b) Tenant at 180 Marsh Hill Road, Orange, Connecticut 06477.

IN WITNESS WHEREOF, the said parties have hereto caused this Notice of Ground Lease to be executed this _____ day of _____, 2014.

LANDLORD: CITY OF BRIDGEPORT,
CONNECTICUT

By: _____

Name: _____

Title: _____

Name of Witness 1:

Signature of Witness 1

Name of Witness 2:

Signature of Witness 2

ACKNOWLEDGMENT

STATE OF CONNECTICUT

COUNTY OF _____

ss: Town/City of _____

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of CITY OF BRIDGEPORT, CONNECTICUT.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

TENANT: THE UNITED ILLUMINATING COMPANY

Name of Witness 1:

Signature of Witness 1

Name of Witness 2:

Signature of Witness 2

By: _____

Name: _____

Title: _____

STATE OF CONNECTICUT)

COUNTY OF _____)

ss: Town/City of _____

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of THE UNITED ILLUMINATING COMPANY.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A TO NOTICE OF GROUND LEASE
Premises

[use description of Premises in the final Exhibit B to the Ground Lease]

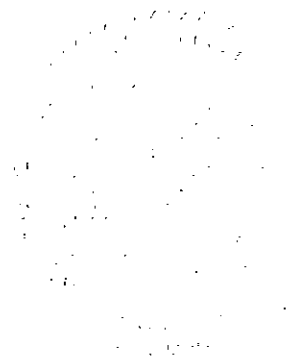


EXHIBIT B TO NOTICE OF GROUND LEASE
Property Subject to Appurtenant Rights
[Use Exhibit A (Land Description) From Lease]

CERTIFICATE

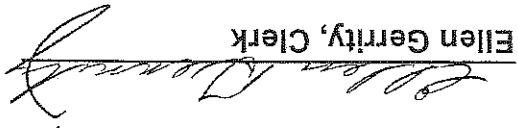
Board of Parks Commissioners Minutes

Meeting Held March 3, 2014

The undersigned, Ellen Gerrity, clerk of the Board of Parks Commissioners of the City of Bridgeport ("Board"), hereby certifies, on behalf of the Board, that attached hereto is a true, complete and correct copy of the following document, which has not been modified, amended, cancelled or repealed, as of the date hereof:

Minutes of the Special Meeting of the Board of Parks Commissioners held on March 3, 2014.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as clerk of the Board and on its behalf as of the 10 day of April, 2014.


Ellen Gerrity, Clerk

Encl.

March 3, 2014

A Special Meeting of the Board of Park Commissioners was held on Monday, March 3, 2014, at the City Hall Wheeler Room, 45 Lyon Terrace, Bridgeport, CT at 6:30 p.m.

I. OPENING CEREMONY

II. ROLL CALL

Present: Commissioners: Marko, Rosa, Mercaldi, Brideau, Labrador, Gilles, and, Parks and Public Facilities Director Charles M. Carroll, and Clerk Ellen M. Gerty. Absent was Mrs. Owens. Also in attendance were Mayor Bill Finch and Luann Conine, Recreation Superintendent.

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

Mr. Marko announced that Commissioner Brideau is on vacation, but will be voting by phone this evening.

Mr. Marko also welcomed Mayor Finch who is sitting on the Board tonight as an ex facto nonvoting member of the Park Board as he is to all Boards in the City.

Mr. Marko said he is looking for a motion to rescind and/or reconsider the vote on February 17, 2014.

III. MOTION TO RESCIND AND/OR RECONSIDER THE VOTE ON FEBRUARY 17,

2014 "to deny the use of the landfill site at Seaside Park or any City of Bridgeport Park for the construction of a solar electricity generating facility to be build and operated by the United Illuminating Company.

On a motion made by Mr. Labrador, seconded by Mr. Rosa, it was unanimously voted the following:

Mr. Marko asked if Mr. Labrador if he voted yes on February 17, 2014.

Mr. Labrador said he did.

Mr. Marko asked if there was any further discussion by any of the Commissioners on the ability to move forward on this tonight.

There was no further discussion.

IV. BUSINESS / GUESTS

DISCUSSION AND POSSIBLE APPROVAL OF PROPOSED RESOLUTION

Concerning Recommendation in favor of and approval of a Ground Lease Agreement Between the city of Bridgeport and United Illuminating Company (UI) to facilitate the construction of a

Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land.

Mr. Marko recognized Jack O. Banta, Councilman, 131 District, 20 Cole Street, Bridgeport, CT and the district on where the planned facility will be.

Mr. Banta asked whatever our decisions are this evening whether we are for or against the plan let us be civil towards one another and please respect everyone's opinion because we are all entitled to them.

Mr. Banta said he is definitely in favor of the solar plan.

He said that right now, the City of Bridgeport is at a crossroads and right now we are at the center of this crossroads as to where we can take this opportunity to invite more business into our City which is definitely in need now.

A. OPENING REMARKS AND PRESENTATION BY City representatives, including but not limited to David Korrts, Director of Office of Planning and Economic Development; Ronald J. Pacacha, Associate City Attorney; and Mark T. Anastasi, City Attorney and representatives of United Illuminating company (Anthony J. Marone, Senior Vice President of Business Services and others) requesting to speak to the Board in regards to a Seaside Solar Project.

Mr. Korrts said he would like to provide a little bit of the planning context and why his office of Planning and Economic Development has been so supportive of its inception in 2008-2009.

He said they have multiple documents that are designed to steer the course of the City over the coming years and decades.

He said they provide certainty where our community is headed.

He said we as residents, business owners and as potential investors look to those planning documents to understand, where the City is headed and where it is going to be making its public investments so that we feel confident that the decisions we make as private residents or business owners are in line with that larger vision.

He said that his office is responsible for that long range planning.

He said that it is laid out in multiple documents.

He said that first and foremost it is laid out in the Master Plan of Conservation and Develop.

He said that the last Master Plan was done in 2009, which led to a comprehensive rezoning in 2010.

He said there were minor but important changes in that document Citywide.

He said the change of greatest relevancy for this group is that the landfill site was actually changed in the Master Plan as a designation from open space to open space mixed use, recognizing that that parcel could provide different opportunities for the south end and the City as a whole as it positions itself for prosperity.

He said building off of that changed designation following the Master Plan they embarked on a sustainability initiative BGreen 2020.

He said that process engaged hundreds of public, private and civic stakeholders from the City and surrounding communities in identifying how the City could be more sustainable, could reduce its carbon footprint, reduce its energy consumption, could increase the quality of its environment and to make other changes that would put us on a path towards efficiency and sustainability.

He said they came up with hundreds of recommendations that they had to whittle down to a handful that they thought were in the realm of possibility and were calibrated to the resources that they had available to them locally.

He said they had to decide which initiatives were actually worth them working forward with and had partners at the table that were willing to deliver on them.

He said they ended up 65 action items, two of which are of great relevance for us here tonight.

He said one was the concept of a green energy park on and around the landfill as well as on the other side of Cedar Creek.

He said the other was a concept of an eco technology park.

He said he could say without a doubt that this eco technology park and green energy park concept have been one of the most important drivers to economic development and prosperity in our city over the last several years.

He said this idea of generating renewable power locally based on the resources that are coming into our community and by resources; he means the sun that hits our buildings and landscape, the waves that hit our coastline, the food, waste and trash available to us and harnessing all those products that might otherwise be considered waste or valueless and turning them into inputs for industrial processes.

He said in our eco-technology park in the west end they have been very successful in attracting, maintaining and growing local businesses that have created a lot of good paying jobs in a lot of different sectors.

He said it is important to note that having a path that is based on sustainability, renewable energy and green industry has really served to position our City in a much different way than it has been in the past.

He said we then have multiple other planning documents that take the over arching strategies outlined in the Master Plan and development them on a more specific basis whether it's a plan for school construction or a plan for brown field remediation or a plan for our parks.

He said that we have a Parks Master Plan and building on the change that was made in the comprehensive plan that identified the landfill as open space/mixed use the Parks Master Plan specifically identifies this area as a renewable energy park taking the recommendation from the BGreen 2020 Plan.

He said most importantly taking the commitment that was made through that planning process by the public, private and civic stakeholders that were at that table through that process that we were willing to work together to move the City in this common direction and to provide certainly to the residents and businesses that we were on a path to prosperity.

Mr. Pacacha said that the solar field and renewable energy park has been planned since 2011 in various plans that have been approved.

He they started working out a memorandum of understanding with the UI because they had to make sure they had an agreement to have property control so they could go to PURA and request permission to be one of the generators of renewable energy.

In 2013, PURA finally gave the UI Company the initial approval to build the solar plan on the landfill and near the landfill.

He said they had three months to negotiate a comprehensive ground lease with the UI because they had to get the next stage of the process with PURA into PURA which was a refinement of the plan, a different budget based on their rent that the City would generate from this project.

He said that PURA and the Office of Consumer Council all approved this project and it is before PURA now and the City Council must approve the ground lease for the site because the City Council is the contracting authority for the City.

He said the Parks Board has different jurisdiction, which is the location of the site, the use, the expiration of the use and things of that nature.

He said the Parks Board has not been involved in the landfill or other operations of the landfill for a long time, which has been under the jurisdiction of Public Facilities, which has been running the landfill closure, stewardship permit, maintains the cap and hires the consultants that are needed for the site.

He said that the expenses for the landfill are not set forth in the budget; it is all in the Public Facilities Transfer budget on the City side of the ledger.

Mr. Paccha said there are many misunderstandings about the project, which he will address:

He said that people think there other places where we could use solar on brown fields

We do not own the old Father Panic Village site, and there would be a cost to acquire the land with other complications.

We are putting solar panels on school buildings and where ever it is feasible and can be done financially.

He said the solar array covers only 12 acres of the landfill and will not be re-graded by the UI.

He said there are 28 acres still available for wildlife to exist.

There will be an 8' security fence around the solar and fuel cell project, and the UI has committed to grow a non-invasive vine such as ivy to shield the fence.

He said there will no barbed wire put on the fence.

Types of green vegetation will be put outside the fencing that are the type that will prevent trespassers of getting through and provide a natural green buffer.

He said that nothing would penetrate the cap; all solar panels are ballasted and secured to pads that sit on top of the landfill.

There are no telephone poles to transfer the power; the power is all sealed in heavy sealed metal pipe that is transmitted over the surface of the ground and down to near the fuel cell and then joined to the power of the fuel cell and then goes out to the grid.

If the UI disturbs the cap, they have to repair it; it is not the City's obligation if they commit negligence.

If we are negligent or intentional in the actions that we do, we are responsible.

It is a reciprocal indemnification agreement with terms that indemnify us both.

There will be surveillance cameras to make sure there is security at the site should anything happen.

There will only be low-level directional lighting on poles 4' from the ground, which would be for the protection of workers that inspect time to time.

The landfill has not healed itself there is methane gas, radon, heavy metals and more. The City monitors the ground water that comes off of it to make sure there are no changes. There has been talk about landfills like Oyster Shell in Norwalk being converted into a park. He said that they are in the first initial phase and the project will cost approximately \$6,000,000. He said some day with the proper planning and financing mechanisms something can be done with Bridgeport's landfill but probably at a much larger scale. Mr. Pacacha mentioned that Norwalk does plan to put solar panels and wind turbines on the landfill site. He said that a statement was made that the US Fish and Wildlife Service has a lot of money available to restore landfills; it is just not true. He said there is money that is available and competed for, but they would never allow any money to be used for remediation. He said that the fuel cell is a simple cell and is very different from the fuel cell on Railroad Avenue. He said the Dominion Bridgeport Fuel Cell is an organic rankine turbine that uses waste heat from the fuel cells to generate a total of almost 15 megawatts of electricity, and is very load. He said the Landfill fuel cell decimal would be between 70 and 80 decimals which is the level of a human conversation. He said the water vapor that is generated from the fuel cell will come out of a 4" wide pipe, and will be nothing like the plumes that come from the Resco Plant or the coal firing plant. Mr. Pacacha said there was allegation that there is combustion going on at the fuel cell; he said natural gas is used only to strip hydrogen from water, and is so clean that it will meet the EPA's standards for class #1 renewable energy source because it emissions are so low. Mr. Pacacha introduced Anthony J. Marone, Senior Vice President of Business Services. Mr. Marone said that the project was initiated out of Connecticut legislation where there is a policy in the State of Connecticut to have more renewable generation. He said people can talk about the pro's and con's associated with renewable generation but there is a policy and there are a lot of good reasons why that is.

He said the initiative behind this effort is to be able to develop renewable generation in a way where they used to develop power plants back before energy restructuring.

He said it use to work before they divested from the generation process; where all the output flows to the customers for their benefit; customers pay all the costs, but also get all the benefits. He said they want to get back to a cost to service generation for renewable energy and this is the first opportunity to do this.

Mr. Marone said they have been working on identifying sites for three years and found that the landfill site is ideal.

He said it was ideal because it is a fairly large area, with a flat surface on top to be able to locate the PB system; and a convenient out of the way spot at the base of the landfill to locate a very small footprint associated with the fuel cell and be able to efficiently get it back to the grid.

He said the energy goes on the existing distribution infrastructure pole lines that exist today down to the Pequonnock substation over by the Ferry Terminal.

He said in generation size it is a small facility, which is 2.2MW of PB system and takes about 1.24 acres of the entire landfill site.

He said the actual site is 80' x 120' and the fuel cell system takes up about 55' x 70'.

He said the reason he is here tonight is so the Park Commission can make an informed decision about the project.

Mr. Marone said the cap on the landfill has 1' of topsoil on top of 2' of clay that seals in the landfill.

He said they do not want to penetrate the clay cap in any way; not with poles, ballasts or foundations.

Everything they do will be engineered and designed to be either be sitting directly on top of the existing topsoil or within the 1' of topsoil.

He said that DEEP requires that they cannot penetrate the cap under any circumstances, and if they did so, it would be at their own liability.

There will be no poles running across the landfill; everything will be at grade and will be designed in such a way for hurricane winds and safety.

He said the panels are 3' x 5' and sit at the highest points where they tilt is about 48" off the ground.

He said that all the panels are connected with conduit, which is heavy metal pipe where all the cable and wiring will be in the pipe at ground level and brought back to the common infrastructure point for the inter-connection.

Fencing - He said the 8' type of fencing would be used to keep out vandalism and basic security; the fence will not be barbed wire.

Mr. Mercaldi asked what they would be using to cover the fencing.

Mr. Marone said they have not determined that yet, but they have send letters to the Park Commission and City Council that they will look to the City, PURA and the Siting Council for an appropriate material of ivy or screening that would grow on the fence but not be invasive.

Mr. Mercaldi said that the aesthetics of the area is an important point for them.

Mr. Marko said that the plantings would have to be put in trays so that it would not interfere with the cap.

Mr. Marone said that is something they would look into.

Mr. Marone said the design does not have any lighting at all related to the PB facility; he said there might be minimal ground level lighting available in case someone had to go to the site at night.

Fuel Cell - The have many fuel cell operating about the State of Connecticut, they are a quiet way of not burning any fossil fuel to produce electricity.

He said the fuel cell is an efficient electromechanical process with a 47% efficiency and is considered a class 1 renewable resource.

He said it does not burn fuel, it takes the hydrogen out of the natural gas and consuming the hydrogen in the fuel cell to produce electricity; when it does that it does not burn anything.

He said the vapor comes out of the fuel cell at 700% and is pure water.

Fuel Cell Noise - is 72 decibels at 10 feet away from the facility and can be compared to conversation in an average restaurant at dinnertime.

In closing, he said the system would take the output of the fuel cells as well as the output from the PV panels all on the same site where the fuel cell where the interconnection facilities would be; and take the combined power output over the existing pole line to go back to the Reguonmock substation.

Mr. Marko asked if someone touched the panel would they be electrocuted.

UI representative stated that the solar panels are extremely safe and there are no exposed conductive materials as stated in the national electric code for CLIA facilities.

Mr. Marko asked if the same fencing would be put around the fuel cell.

Mr. Marone said because of fuel cell and other electrical infrastructure you get into voltages that you have to be careful with people getting access to.

He said in that area they have to be more particular about the security fencing.

Mr. Pacacha said he would like to reiterate on how many governmental oversight on the landfill there are.

He said the landfill is under a CT DEEP closure order and that is why it currently has a cap on it with approved vegetation on it.

He said the landfill is subject to a stewardship permit with the CT DEEP because it has to be closed by 2020 in particular one site off the landfill, which is a hazardous waste area that would have to be cleaned up specifically.

He said there is a Disruption Permit that is required by the CT DEEP stating that this project is okay to be put on the landfill and has the necessary protections to make sure that the landfill will not be compromised and the actual use of the landfill for the project will also be part of that approval from DEEP.

He also said while the project is operating it will be under PURA approval.

He said the Bridgeport Planning and Zoning Commission has local jurisdiction with respect to coastal area management and therefore the UI will have to make an application for a coastal area management permit which triggers the jurisdiction of the CT Office of Long Island Sound Programs which has a 35 day review period to comment on the matter before Planning and Zoning.

He said the Connecticut Siting Council has jurisdiction over the location of the project and the City has a seat at the table to make sure that there are not noxious or offensive aspects of this project including vegetative borders, making it safe and making it look as natural looking as possible.

He said the City will also have oversight during the construction of the project to watch how it goes.

He said after the project is completed, PURA will continue to have oversight; DEEP will continue to have oversight of the project until the stewardship part is done.
Mr. Briedau stated he has never remember the land used for anything else than a landfill.

He is happy the landfill is capped and the UI has guaranteed that they will not breach it he is in favor of the project.

Mr. Anastasi stated that this is not a sale, therefore long term, there are options available at the conclusion of the 20 - 30 year lease term.

He said it is not a sale or permanent commitment; it is an interim arrangement for a piece of property that everyone has acknowledged is not presently available for an alternative use.

Mr. Pacacha introduced Michael Manolakas, LEP, CPG, Senior Vice President, LBG, Leggette, Brashears & Graham, Inc., Professional Groundwater & Environmental Engineering Services, to say what it would take to convert the landfill to a park for recreational use.

Mr. Manolakas said he looked at possible options that could be done to the landfill.

He said one is fully remediation.

He said that the landfill is a large feature and waste has been deposited there since the 1930's and the last municipal waste deposit was there until 1981 and the continuance of construction demolition debris ended in 1999.

He said to remove all the waste and find a new home for it, backfill and do everything needed to bring it to a grade of 15MSTL would cost \$600,000,000 and would not be feasible.

He said some people turn landfills into parkland.

He said because there were no regulations before 1976, anything could be in the landfill, and until 1978, PCB's were allowed to be put in the dump.

Since there are many unknowns of what was put in the dump, a real investigation would have to be made in order to make the landfill into parkland it would cost at least \$1,000,000. Mr. Manolakas said he also looked at putting 5,000 feet of walking trails on the landfill in addition to having the solar panels it would cost approximately \$25,000,000.

He said that a Disruption Permit with constant dust monitoring along with bottle organic compounds monitored.

He said the permits are DEBP permits and the City and consultant would be both involved in the implementation.

Mr. Mercaldi asked if the trails would be feasible to put around the perimeter of the landfill?

Mr. Manolakas said you could put the trails anywhere on the landfill by adding fill material and leveling it off for an unobstructed view of the sound.

Mr. Marko said at the last Parks meeting we talked about exploring an educational aspect through signage as to what is going on with the solar panel program.

Mr. Pacacha said that the UI has offered the commitment of designing an educational component of what is happening on the landfill and the benefits to the City.

Mr. Marone interjected that the UI did not envision putting the trails on top, but they are committed to putting an informational display somewhere on the bottom or an appropriate area.

Mr. Pacacha stated in addition to that, the Mayor has offered to devote a portion of the \$7,000,000 taxes that will be generated over the first 20 years of the project to the Parks Capital Improvement Fund to fund what the Park Board would like to do with respect to the park in the future.

He said the Mayor is also committed to work with the Parks Board to help expand park usage along Cedar Creek and perhaps have walking trails and a water site use.

Mr. Marko asked that people state their questions and that they will be answered at the end of the forum.

B. PUBLIC HEARING / PUBLIC SPEAKING FORUM

1. James Fox, 286 Seaside Avenue, Bridgeport, CT

Mr. Fox asked the following questions:

Who is going to build the project?

Is the City involved in the construction?

If the UI is the sole construction company for the project as well as the generator, will the wiring be explosive proof since it will be on a methane field?

Mr. Fox said that Hickory Ridge Solar Field in Georgia is capped with a membrane over the landfill to keep in the methane.

He asked if people investigated the landfill during a rainstorm where the methane would be visible to the eye?

Mr. Fox said that any wiring that is not explosive proof is dangerous.

Is the UI Company signing a hold harmless agreement with the City of Bridgeport?
When did the landfill become a mixed-use property; when it was always a park and did this go through the Zoning Commission and Parks Board?

Mr. Fox ended by saying he is against the solar panel project because he does not think it is safe enough and he is worried about what it will look like.

2. Thomas Lombard, 196 Priscilla St, Bridgeport, CT

Mr. Lombard questioned how parkland could be negotiable?

He said that there are other alternatives that could be explored.

3. E. David Niesyn, 298 Prospect Street, Bridgeport, CT

What happened that is making the Board rescind their vote?

He would be in favor of putting solar panels anywhere else in the city.

He does opposed to non-residents telling Bridgeport what to put in their park.

He is not in favor of putting an industrial venture on parkland or abutting parkland.

4. James Banta, 433 Park Avenue, Bridgeport, CT

Mr. Banta thanked the Park Board for what they do.

He has a Columbia Master's of Engineering in VLSI technology and designs microchips, he is an IBM Engineer, Burlington, VT, and designed the first prototype "one mega-bit memory chip" and most recently he has been working in the field of Photonics in solar engineering and designed and build a Solar Desalinator, a device that takes water out of the ocean, converts it into fresh water using nothing but the power from the sun.

He said he is telling us this because he wants to own credibility for what he is going to say.

He said there is a vocal minority in Bridgeport that actually think that they can stand before you and bully you by being loud and speaking crassly and call the Mayor a liar with no proof or evidence of anything being done.

He said he is a Bridgeport resident and he wants the solar plant and he wants Bridgeport to move forward into the 21st century.

He said that we need to send a message to the rest of the world that Bridgeport is open for business and that we want to improve.

He said we are looking at a solar generation system on a dump that was never used as a park.

He asked the Board to please consider what all of us can benefit from, which is putting the solar project on the landfill at Seaside Park.

5. Eva Canales, 252 West Avenue, Bridgeport, CT

Mrs. Canales, Past Park Board Commissioner asked if this started in 2011, why did they just find out about the project.

She said in the past the Park Board has denied projects on the landfill; why did they make these decisions if it was not Park land?

Mrs. Canales asked the Board to stick to their guns and vote no to the solar project.

6. Karin Niesyn, 298 Prospect Street, Bridgeport, CT

Mrs. Niesyn said we are compromising the integrity of the park, which is a habitat for animals and should be preserved.

She stated that the \$7,000,000 is not worth it in 2014 dollars.

She said the return back in 20 years from now is not worth the same now.

She also said the fuel cell makes a sound like a busy restaurant which is okay in the middle of a forest but not for a busy park on the water which carries sound.

Mrs. Niesyn said she is against putting a solar panel project at Seaside Park.

7. Joel Gonzalez, 909 Maplewood Avenue, Bridgeport, CT

Mr. Gonzalez thanked the Board for making the right decision at their last Parks Board meeting.

He said as we heard from the experts there is 2' of clay and 1' of top soil on the landfill.

He said that the cap has most likely been cracked for many years from the elements and thinks it is dangerous to put weight on top of it.

He said there was a resolution to close the dump and no resolution to open the dump.

He said that you have to dig down 36" because of the frost line, if you do not, when the frost comes it will pull everything up and you will have a weak fence.

He is against putting a solar panels on the Seaside Landfill.

8. Hector Diaz, 34 Arthur Street, Bridgeport, CT

Mr. Diaz said when you are elected or appointed it is to serve the constituents based on not what you think, but what is right.

He said you do not privatize public land.

He is against the solar project at Seaside Park.

9. Mary Filio, 351 Grovers Avenue, Bridgeport, CT

Ms. Filio said she does not think that this project has to be put in Bridgeport and it could be put in Stratford's Raybesto's Field.

She said that she could easily scale an 8' fence and can see kids vandalizing the solar array, forcing them to put up a higher fence for security.

She also said that industrialization open space is wrong and just looking at the green landfill is good enough for her.

She thinks it is a dangerous move and can see it growing as legislature changes in the future.

She is against putting in the solar array at the Seaside Landfill.

10. Bruce Williams, 2 Seabright Avenue, Bridgeport, CT

Mr. Williams said that he is on the Energy Independence District Committee in Bridgeport and is also one of the owners of Captain's Cove.

He said when he looks out the window he is 200 yards away from the landfill and does not have a problem looking at it from his home.

Mr. Williams stated he is also on the Black Rock History Committee and does a boat ride tour where Seaside Park is one of the sites.

He is against anything compromising Seaside but he sees this field as a way to help preserve parts of the park that have been neglected such as the Fayerweather Island Lighthouse and the Bennett fishing pier that was destroyed in the storm.

He said he believes that the money should go into an endowment to help beautify the park.

Doug Wade, 1316 Barnum Avenue, Bridgeport, CT

Mr. Wade was not present the meeting.

11. Edward Piquette, 44 Hackley Street, Bridgeport, CT

Mr. Piquette said this is the third time he has heard this presentation and it has not changed at all.

He said there is no compelling reason why this fuel cell plant and solar array has to be put in Seaside Park.

He said it is a waterfront park and on the National Historic Register.

He said he has spoken with Milan Bull, Senior Director of Science and Conservation at the Connecticut Audubon Society and he has given him some of the bird species that use the landfill for nesting and feeding.

Among some of the bird species are the Peregrine Falcon which is a threatened species and Northern Harrier which is on the State endangered list and several other species that use the park for nesting and feeding.

He said that not every part of a park needs to be used for human recreation; part of Yellowstone Park is closed off and used to preserve the natural habit.

He said that unless you lived in Bridgeport for years you would not even know it was a dump, you would think of it as a beautiful natural green area important for aesthetic reasons, wildlife and the people in Bridgeport that care about the park.

He said that the Commissioners are the last line of defense that the people have to protect the parkland in Bridgeport and asked them to stand up for them.

He said that the solar panel is important but does not belong in Bridgeport.

12. Maura McNeil, 33 Hackley Street, Bridgeport, CT

Ms. McNeil began stating the mission statement for the Bridgeport Parks Department

The mission of the Parks Department is to provide well-maintained, enjoyable park grounds and facilities to enhance the quality of life for City residents and visitors; to preserve and protect open spaces; to provide opportunities for active and passive recreation; and to maintain the landscapes, structures, streams, and woodlands that exist within these areas. In addition, it is our goal to monitor and replace playgrounds that are deteriorated and/or fail to meet ADA standards in order to provide a safe and aesthetically pleasing recreational environment.

Ms. McNeil asked that the following letter to Mayor Finch from the National Association for Olmstead Parks (NAOP) concerning the Seaside Park Landfill.

Before she reads the letter, she wanted to add that the fuel cell plant will not be on the landfill but on other Seaside Park land.

On behalf of the National Association for Olmsted Parks (NAOP), I am writing to ask the City of Bridgeport to reconsider its plans for building solar and fuel cell power plants on the old landfill property adjacent to Seaside Park.

This type of development is out of character with a park listed on the National Register of Historic Places. One hundred and fifty years ago, visionaries of Bridgeport recognized the growth of the city and the needs of its citizens for parkland, along with the attraction parkland would serve for tourists. As the National Register nomination noted, "Particularly foresighted was the timely appreciation for the town's scenic shoreline." An energy generation facility will damage scenic views and fail to capitalize on the opportunity to extend the park.

The groundbreaking landscape architects Frederick Law Olmsted and Calvert Vaux collaborated on plans for Seaside Park. Features of the plan are evident today in the seawall's design and function, respect for topography, separation of pedestrians and vehicles, preservation of natural features, plantings, and curvilinear paths designed to add interest and reveal views.

The city later filled in marshland at the park's western end and used it as a garbage depot. NAOP urges Bridgeport to extend Seaside Park and enhance the Olmsted and Vaux legacy by returning the landfill site to parkland.

Hundreds of cities have turned their landfills into parks. The first landfill park was created when the City of Seattle took the former Rainier Dump and made it into Rainier Playfield in 1916. Since then, landfills have been converted into International Balloon Park in Albuquerque, Rogers Park Golf Course in Tampa, Millennium Park in Boston, and many others. New York City has developed a fifty-year plan to transform one of the largest landfills in the world, the Fresh Kills Landfill on Staten Island, into the city's largest park.

For over a century, Frederick Law Olmsted and his renowned landscape architecture firm designed parks to be enjoyed for generations. In the 19th century and first half of the 20th century, land was available for acquisition and purchase costs were reasonable. Today, when there has been significant population growth and land is scarce, innovative cities look for properties that can be converted to parkland. The Trust for Public Land Center for City Park Excellence estimates that 4,500 acres of landfill have been claimed by cities for parks.

The National Association for Olmsted Parks hopes that the city of Bridgeport will capitalize on an outstanding opportunity to create a 21st century update to what P. T. Barnum, Frederick law Olmsted, and Calvert Vaux envisioned in the 19th century for Seaside Park.

Established in 1980, the National Association for Olmsted Parks advances Olmsted principles and the legacy of irreplaceable parks and landscapes that revitalize communities and enrich people's lives. It is the only national organization solely dedicated to preserving the Olmsted legacy by providing the advocacy, research and outreach needed to protect, restore, and maintain these exemplary parks and landscapes, particularly in urban areas. Sincerely Kristen Palumbo Handy, Acting Executive Director, National Association for Olmsted Parks.

She said that two wrongs do not make a right and that the land never should have been made a dump in the first place.

She said that the Board owes it to the City and its people to be a true steward of this land.

Ms. McNeil is against putting in a fuel cell and solar array at Seaside Park

13. Ote' Johnson, 246 Louisiana Avenue, Bridgeport, CT

Mr. Johnson said that he is a Bridgeport resident and is a national organizer for the Sierra Club and wants to thank the Board for reconsidering their vote.

He said that he thinks this is a great project for Bridgeport.

He said that the most important decision the Board has to make is whether they will reinvent themselves or how they will look at themselves in the future.

He said that we could stay the same or embrace change.

He said that change can be challenging or can be fearful, but this can be an opportunity to put Bridgeport on the map as being the largest solar array in New England.

He said that says and means a lot for future development in Bridgeport.

He said that the Sierra Club is about conservation protecting our wildlife and parkland.

He said he knows this is still considered parkland but it is a toxic landfill.

Mr. Johnson said that the Sierra Club would like to see a renewable future and that this could be the first step to get into this process.

Mr. Johnson said that the Sierra Club stands behind this project.

14. Diane Lentakis, 246 Louisiana Avenue, Bridgeport, CT

Ms. Lentakis spoke on behalf of the Sierra Club and said she thinks that this will bring Bridgeport forward into the future.

She mentioned she has solar panels on her house and that you can barely see them and does not see the aesthetics come into play at all with the ivy that will be placed around the fence.

She said they do believe in 100 percent renewable energy going forward and hopes that the Board changes their recent vote they made to be in favor of the project.

15. Ben Martin, 329 Ward Street, Wallingford, CT

16. Adrienne Houel 1385 Chopsey Hill Road, Bridgeport, CT

She wants to thank the Board for encouraging the discussion of how the process will be done and our future of producing green energy.

She said that maybe the landfill was dedeed as a park but has been abused for over 60 years.

She said that the whole movement from brown fields to bright fields is about taking a landfill and turning it into something profitable for the entire community.

She said that Bridgeport is more than Black Rock; Bridgeport has ten different districts that all have a lot of issues and we all a big need for jobs, economic development, the growth of this city and moving forward of this City.

She said that this park will be part of the new turn we are taking and she hopes we can put the solar panels on top of the landfill and get the \$7,000,000 over the next 20 years and renew the contract for even different solar panels that will be more efficient panels in the future.

She said there is a lot to be gained from doing this for the entire City of Bridgeport and she hopes that we all could move forward together.

17. Paul Timpanelli, BRBC, 10 Middle Street, Bridgeport, CT

Mr. Timpanelli stated that he is President and CO of the Bridgeport Regional Business Council.

He said that the business member association represents 1000 businesses in the Greater Bridgeport region of which 50 percent are located in Bridgeport.

He said he is in favor of the proposal.

He said that this is a milestone for the City of Bridgeport and is a game changer.

He said as a public body every decision that is made you have to weigh the positive against the negative and he thinks the positives far outweighs the negatives in this case.

Mr. Timpanelli said there is a need for economic development and job growth.

He said that this proposal will enable us to continue down the road of creating significant job growth for the City of Bridgeport.

He said although this project is minimal in terms revenue it will produce for the City will change the nature of how the City looks and how it is perceived.

It will go a long way toward our vision our a comprehensive integrated development strategy that will ultimately change the ratio from 30% that is contributed to our tax base by commercial

Industrial tax payers to 70% where it should be which will reduce the burden on residential taxpayers and bringing Bridgeport into the 20th Century.

18. Patrick Crossin, 331 Lake Avenue, Bridgeport, CT

Mr. Crossin said he owns a business at 109 Holland Avenue in the City of Bridgeport.

He said we need projects like this coming into the City.

He said that a project like this could spur economic development in the City.

He said something like this is necessary and is a good start for something.

19. Gary Fiocco

Mr. Fiocco said he is a businessman in Bridgeport and was attracted to Bridgeport based on the progressive thinking of Bridgeport and the B Connecticut 2020.

He said that he, his partner and financial group will be investing several million dollars over the next three years in the community,

He will be creating over 300 union jobs for construction.

He will be taking an eyeshore parallel to the highway and creating housing with over an acre of public space with an urban garden on the roof.

He said he was attracted to Bridgeport because he saw a future of what Bridgeport could be.

He said he has worked in many communities that had been able to be turned around because of investments.

He said that people need housing and jobs and this is a city where he can see this being done.

He said that phase 1 and phase 2 of the Westside redevelopment was the thing that attracted him to Bridgeport.

He said that he met with Mayor Finch, put forth his ideas and was received and welcomed in Bridgeport and is planning to relocate here.

He said one of the quotes he lives by is by Henry David Thoreau where he said, "We live on this earth as if we have another place to go to" and we don't this is the place we are going to be.

Mr. Fiocco said that he sees this project as a positive and we have to take the God given natural resources and be able to utilize it to create a sustainable environment for all of us.

20. Jeff Bishop, BRBC, 10 Middle Street, Bridgeport, CT

Mr. Bishop works for the Center for Sustainable Business Growth and has been involved in business retention and recruitment for the last 15 years.

He said that this is the first time in many years that they entertained people from overseas where everyone was attracted by the innovative and forward thinking that take place in Bridgeport such as the solar project.

He said if the solar panels do not work out they could be removed and you will have the same thing you had before you started.

21. Terry Sullivan, 350 Grovers Avenue, Bridgeport, CT

Mr. Sullivan said that he lives right across the way from the vision of the dump.

Mr. Sullivan asked who would benefit from this project?

He said that he believes in solar power and it should not chase it away.

He also asked why the Commissioners had a change of heart regarding this project.

He hopes the Board of Park Commissioners can vote their conscience.

22. Dan Donovan, 103 N. Park Avenue, Bridgeport, CT

He said that 2020 is the goal of having 20% of renewable energy in Connecticut.

He said that the problem has been that whenever you want to put a renewable facility in any location in Connecticut there are always people that will say no.

He said that solar panels are the most innocuous technology with no combustion that would cause a fire and is what the Sierra Club and others are proposing to take away our dependence away on fossil fuels.

He said that it is not an industrial appearance it is a very natural appearance and can exist with the natural wildlife because it does not have any moving parts.

He said that this is progress without having to give anything up.

23. Peter McKnight, c/o Sierra/Johnson, 246 Louisiana Avenue, Bridgeport, CT

Mr. McKnight said that Seaside Park, the Black Rock area, Steel Point and all the other areas close to sea level will be under water if we do not do anything about Sea Level Rise.

He said that the Dutch build dykes, we are putting up solar panels to keep the sea back. If in 20 to 30 years if the sea level remains flat and you do not need the panels anymore, you can revert the landfill to parkland.

24. Rev. Carl McCluster, 477 Broad Street, Bridgeport, CT

Mr. McCluster submitted the following letter to the Board for the record.

SOUTH END Community Plan – Was and is a collaborative process involving residents, small and large Businesses, Faith Organizations, Developers, Etc. – I serve as the elected Chairperson of that Planning Committee.

I personally have live and/or worked in Bridgeport for more than 25 years, all of which have been in the south End. I taught my 3 children, who are all now in college or working in CT, to ride their bikes, swim in open water, exercise and meditate on their futures at the wonderful resource that is Seaside Park.

I have brought visitors from all over the country, heck, all over the world to enjoy the peaceful bliss and vibrant excitement of this beautiful park.

The Proposed Project should be approved by this commission because it is---

1. In Harmony with both the spirit and letter of the plan
2. In Harmony with the specific desire to limit heavy industry and to encourage and support projects that emphasize responsible RHUSE of properties that have, for many years, lain fallow and undeveloped in our community.

The proposed project should be approved by this commission because it---

1. Provides a meaningful use for land that is otherwise destined to lay completely unused for generations to come
2. Other suggested or hoped for uses had been demonstrated to be non viable, non-findable and/or otherwise technically not feasible.
3. Is a sage and proven technology that provides a clear opportunity to provide a financial benefit that will be shared by every user of energy in our community through discounted end user rates

The proposed project should be approved by this commission because It---

Represents a change in the direction of our community from being a follower to becoming a leader in the direction that our country has lagged behind the rest of the world.

The Proposed project should be approved by this commission because of the theory of Common Good.

I often hear many members of this community talk about the necessity for all of us, as responsible citizens, to bear the collective burden of investment in programs and projects that

benefit us all. Roads, libraries and public safety are other necessary items that stand side by side for the need to develop and implement safe and environmentally responsible access to energy. If anyone has risen or rises after me to speak of the inconvenience that their neighborhood must bear, I call them to make that necessary sacrifice and to join us as Bridgeport demonstrates positive and creative national leadership and what is clearly a local benefit to the vast majority of our residents through "Green" Projects and developing our Green Economy

I explore this commission to seize the opportunity presented and press forward in making what has been a literal wasteland into a productive and profitable resource for Bridgeport and her generations to come.

25. Rick Torres 108 Midland Street, Bridgeport, CT

Mr. Torres said that he appreciated the Park Boards first effort and he hopes he sees that same results.

He said that whether solar is good or bad it is not a consequence to the Board, whether it is good economic development or not is no consequence to the Board.

He said you are the Parks Commission and as such, you are not supposed to take into consideration all these ancillary issues they are throwing at you.

He said their charge is to protect open space, which the former dump is.

He said former because a dump is a place that you cannot walk into because it burns your nose, it is on fire, and this is completely dormant and asleep.

He said that Captain's Cove is formally a dump and right now is one of Bridgeport's gems.

He said as it sits that mountain is an ecological gem right now.

He said the Board is relevant, they matter and if they say no they cannot do this project because it is parkland.

It doesn't matter if it was mistreated once it is parkland and we should not mistreat it now.

He said that State Statute Section 7-13 In states that municipalities must replace parkland taken for other uses and the City plans to ignore this.

The National association for Olmsted Parks sent the mayor a lengthy requesting that the city reconsider its plans to build solar and fuel cell.

Mr. Torres stated that over 4500 acres of landfill have been captured, such as Norwalk's Oyster Park and Stratford's Short Beach that was once a dump was restored and is now a golf course.

Mr. Torres said that Richter and Cegan created a Master Plan for Seaside Park that was implemented, that means that this body approved it; he said it does not include a solar farm or fuel cell.

He also said he contacted Sasaki today who provided the Master Plan to Bridgeport and asked him why would they include an industrial project in their design for a park?

He said they did not. He said the city insisted against their better judgment, but were forced to insert the solar farm.

26. Maria Pires, 45 Fleet Street, Bridgeport, CT

Ms. Pires said she is a Bridgeport resident and taxpayer and she should have a say not people who do not live here.

Ms. Pires said that Bridgeport should remain the Park City.

She said that when she takes her kids to Seaside Park she does not take them to a dump; she takes them to a park.

She said 42 years ago, her parents took her to Seaside Park and it should remain a park.

27. Mike Garrett, 49 Weber Avenue, Bridgeport, CT

Mr. Garrett said that the overarching issue is shall parkland be used for a power generating facility.

He said he is not against solar panels, but as the Park Commission, there issue is with the security and soiverty of parkland and to put an industrial facility on parkland is setting a precedent that would be a trendsetting event nationally.

He said he fears for Bridgeport's self-image if they do that.

He has never heard anything like this on parkland.

He asked the Board to think long and hard on their decision.

28. Robert E. Halstead, Councilman, 132 District, 55 Sterling Place, Bridgeport, CT.

Mr. Halstead is in favor of solar energy and has been an environmentalist all his life.

He said that Richter and Cegan called for a park on the dump and he thinks that we should do just that.

He said we should put a linear park on top of the landfill where people can walk overlooking the sound, Fayerweather Island, Pleasure Beach.

He said that solar is good, but should not be put on the Seaside landfill.

29. John Forster, 166 Grovers Avenue, Bridgeport, CT

Mr. Forster said he is for solar but not in favor of putting a fuel cell plant on a waterfront park.

He said the fuel cell could be put on other brown fields in the City.

He said if it is a good idea why aren't other cities clamoring for it.

He said now is time to stop this project and draw the line,

30. John Marshall Lee, 30 Beacon Street, Bridgeport, CT

He said his environmental credentials are that in 1974 when he was a resident of Fairfield their initial recycling program.

He said in 1980 he was appointed to the Solid Waste Commission and they approved the CRRA.

He said that the Commissioners are stewards and have the responsibility of taking take of the parks.

Mr. Lee asked if the Commissioners have seen the 20-year projection?

Mr. Lee said that the finance assessment illustrated show three components: a lease payment land rent payment, property tax on fuel cell and solar panels.

He said in the 20-year illustration show the property is depreciated, rates out down and assumptions are made that panels will be replaced.

He said it is all based on a 41.8 mill rate where it is probably at its lowest for years.

He said that technology is going to go faster and faster and it looks to him there will be more mega watts produced and better at a cheaper cost of equipment and we will likely never see the \$7000,000.00 that is projected.

He said it will be a green project but will not benefit the City.

He said way do we want to become an insurance company he said he thinks the attorney's could do a better job.

He asked the Commissioners why they initially voted no and why are they changing their minds so quickly.

He said he is not in favor of this project.

31. Beverly Balaz, 64 Hackley Street, Bridgeport, CT

Ms. Balaz asked why add another industrial park to our shoreline.

She said it is part of open space and is beautiful to look at and she is asking the Commissioners to vote no on this project.

32. Lee Samowitz, 55 Armitage Drive, Bridgeport, CT

Mr. Samowitz said he is a former State Representative of Bridgeport.

He said that Seaside Park is not a place for solar panels and there is so much other land available for this kind of project.

He said it does not make sense and it is not a good idea for Bridgeport.

33. Ben Martin, Wallingford, CT

He said that he volunteers for 350 Connecticut that is an organization that wants to take Connecticut beyond fossil fuels.

He said he was initially impressed they wanted to put solar panels in Bridgeport.

He said that if we do not convert to renewable energy the plants, wildlife will be dead.

He said there are many national parks across the country that have solar energy and they go together.

He hopes that we put solar panels on the Seaside landfill and start Connecticut on the path to renewable energy.

C. CLOSING REMARKS by representatives of the City Administration and UI

Mr. Marone answered the following questions:

Explosive Wiring - He said they have done several tests with the methane and have determined that it is not necessary for explosive proof fittings.

He also said they have not done the engineering yet, and that is designed into the budget so they will look at it again.

City Held Harmless – The City is held harmless for the UI's actions on the landfill.

He said that we indemnify each other.

Anything that is currently a problem on the landfill that is not caused by the UI we are not responsible for.

Anything that on the landfill that is the UI's fault we would be responsible for.

Protection of cap – Everything related to the cap will be done under permit from DEEP and the Department of Energy and Environment Protection and their oversight, guidance and control.

Fence – Will be ballasted and we will not go below the cap.

Project – Does not have to be done in Bridgeport, the UI thought that it would be an ideal spot for the project.

Fuel Cell – Is no on the landfill it is at the base.

Changes to project – There are policy contractual regulatory limitations that do not contemplate the project changing in any way at all.

Noise – Panels are silent

Benefits – Costs of project is paid for by all the UI ratepayers who in turn get the value of the energy, renewable energy credits and other outputs of the project.

Bridgeport benefits from the lease arrangement, tax value, renewable effort in the sustainability development, and bringing developers into the area.

Bridgeport Harbor Station – the UI does not own the building anymore.

Tax Bill – UI pays tax bill, it will not be lowered because of no financial motive.

Mr. Manolakas addresses the Hickory Ridge Solar Field in Georgia is capped with a membrane over the landfill to keep in the methane.

He said that the membrane was a cheaper way to seal the landfill.

Mr. Pacacha said there was a statement made that the use of this landfill is out of character with the National Register.

He said that the City has submitted to the record the application and approval for the National Register designation.

He said that the landfill specifically has been removed from the area that is covered by the area by the register of historic places.

Replacing parkland – The state statute states that it has to be a sale of condemnation of the land. This is temporary use.

Expansion – The location of the landfill and solar panel are both restricted in the ground lease.

Mayor Bill Finch - stated that he would like to thank the Parks Board.

He said he is the one that asked the Board of Park Commissioners to reconsider their vote.

He said that he has been working on this since he was a State Senator.

He said they have been working with the UI Company to get them back into generating only renewable electricity.

He also said that he knows change is never easy and can be hard for some people.

He said that he has certainly miscalculated how much opposition would come out on this.

He said whether it is politically motivated, he cannot say.

He said that in most cases there has not been opposition in communities.

He said the reason for that is very simple.

He said that you take land that is fallow, unusable and is dangerous and you cover it with solar power from the sun.

He said that Olmstead would be very proud of this because his policies were to try to bring man and nature closer together.

He said as we see the impact on our land and climate by mankind, we have to take action and we cannot let our petty differences to divide and our NIMBYism to stop something progressive. He said that he has urged every member of this Commission to rethink their initial opposition because he does not believe as good of a job was done before as was done today.

He said it is not park land, it never has been parkland and it could probably never be parkland.

He said that there are 43 landfills in Massachusetts either currently or in the planning stages that are being covered with solar with some adjacent to parks; and 3 landfills in New Jersey with some adjacent to parks.

He said that this land is adjacent to a park, has never been used as parkland and likely never will.

He said that he has a great tract record on parks and will put it up to any Mayor that has served in this City.

He said that the Park Commissioners know he is fighting so hard to open up Pleasure Beach, which will be open this spring.

He said he is building several pocket parks such as on Wayne Street, a three-acre park that is beautifully designed by Stantec and where they once wanted to put a prison on Nob Hill and Knowlton Park where they are building about six acres of waterfront that once did not exist.

He said we have a great tract record that is outlined in our Parks Master Plan and renewable energy and we cannot falter and stop now.

He said the only reason why other communities do not put them on their brown fields is because it takes land off the tax rolls for a very land intensive purpose.

He said there are no cities in the northeast that are using large industrial brown fields for solar because the land is far too expensive; and that they only exist in the west where land is very cheap.

He said our land that is very cheap and is worth nothing is the landfill.

He said the comment was made that there are no solar plants in Connecticut then why aren't we not leading.

He said he thinks the Park Board has done a courageous thing to reconsider this and he would urge them to vote as strongly as possible in support of this.

He said that this will bring mankind and nature closer together and augment our park use and imagine the kids growing up in the future that will see the forethought of this body saying let's use land that couldn't be used for anything else to harness the energy of the sun and take 3,000 more homes off of fossil fuel with no damage to us or the environment.

D. DISCUSSION AND MOTION(S)

On a motion made Mr. Labrador and duly seconded by Mr. Giles, the following resolution was approved by the Board of Park Commissioners of the City of Bridgeport (the "Board") at a duly noticed Special Parks Board meeting on March 3, 2014:

Resolution of the board of Parks Commissioners (Parks Commission) concerning Consideration of a Ground Lease between the City of Bridgeport, CT and The United Illuminating Company to Construct 5.66MW of Renewable Energy (Consisting of a 2.86MWdc Solar Photovoltaic Facility and a 2.8MW Fuel Cell Facility) at or New the Landfill

WHEREAS, the United Illuminating Company (UI) has received tentative approval from the State of Connecticut Public Utilities Regulatory Authority (PURA) (Docket No. 12-01-05RE01) to construction renewable energy project including 5.66 MW of renewable energy generation in Bridgeport, CT

WHEREAS, UI proposes to construct a 2.86MWdc solar photovoltaic facility on a portion of the Landfill and proposes to construct a 2.8MW fuel cell nearby on the access road leading to the Landfill;

WHEREAS, UI must demonstrate to PURA that it has control of the property on which such facilities will be constructed and requires that the City enter into a 20-year ground lease with two five-year renewals (Ground Lease);

WHEREAS, these renewable energy facilities are anticipated to generate approximately \$6.9 million in personal property taxes during the initial 20-year term;

WHEREAS, the City of Bridgeport (City) supports this renewable energy facility and has given testimony before PURA on the benefits of this project to the City and its residents;

WHEREAS, the UI must also receive approval from the CT Siting council;

WHEREAS, UI must still receive final approval from PURA and will be held to a very tight construction schedule to put these facilities in place so that they can begin to generate electricity to the grid.

WHEREAS, The Parks Master Plan adopted in 2011 contemplates and adopts "a proposed solar array on the landfill" at Seaside Park;

WHEREAS, based upon currently available and projected to be available resources, there is no other presently anticipated or reasonable projected competing use for the site upon which this project will be located;

WHEREAS, the Landfill was the subject of a CT DEFP Consent Order dated October 2, 1996 as amended August 28, 1997 and will be subject to such Consent Order until the requirements therein are satisfied;

WHEREAS, the City Administration is soliciting the Parks Commission's recommendation, authorization and approval for this Ground Lease;

WHEREAS, the City Administration also is soliciting the Bridgeport City Council's authorization and approval for this Ground Lease;

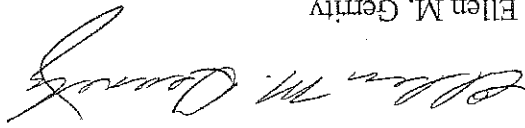
NOW, THEREFORE, BE IT RESOLVED:

THAT the Parks Commission hereby recommends, authorizes and approves that certain proposed Ground Lease between the City and UI in substantially the form attached hereto, subject to final form acceptable to the City's Director of Parks and Recreation, Chief Administrative Officer and City Attorney and subject to the further approval of PURA the CT Siting and the Bridgeport City Council and authorizes the Mayor or his designee to execute all documents and take all other things reasonable necessary in furtherance of and consistent with this resolution in the best interests of the City and its residents.

ADJOURNMENT

On a motion made by Mr. Mercaldi, seconded by Mr. Rosa, it was unanimously voted to adjourn the meeting at 9:55 p.m.

Respectfully submitted,



Ellen M. Gerty
Clerk