



Site Reuse & Planning Study *for* **BRIDGEPORT HARBOR STATION**

Request for Proposals

October 26, 2022

Response Deadline

December 7, 2022 no later than 3pm EST.

Submit Proposals to

Mr. Patrick Carleton

Deputy Director

Connecticut Metropolitan Council of Governments

1000 Lafayette Boulevard, Suite 925

Bridgeport, CT 06604



1000 Lafayette Boulevard, Suite 925 | Bridgeport, CT 06604 | 203-366-5405 | www.ctmetro.org

Site Reuse & Planning Study for **BRIDGEPORT HARBOR STATION PROPERTY**

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About MetroCOG

MetroCOG serves as the Council of Governments and Metropolitan Planning Organization for the Greater Bridgeport Region —which consists of the City of Bridgeport and the Towns of Easton, Fairfield, Monroe, Stratford, and Trumbull.

MetroCOG is a political subdivision of the State of Connecticut, established by the General Statutes of the State of Connecticut, Chapter 50, Sections 4-124i - 4-124p. Prior to being established as a Council of Governments, MetroCOG was designated as the Greater Bridgeport Regional Planning Agency since 1960, which was also established under Connecticut General Statutes.

Cover photo: Bridgeport Harbor, the Bridgeport-Port Jefferson Ferry & the Bridgeport Harbor Station Coal Plant.

I. Introduction

The Connecticut Metropolitan Council of Governments (MetroCOG), in coordination with the City of Bridgeport, PSEG Power Connecticut, LLC, the Bridgeport Environmental Task Force and the South End Neighborhood Revitalization Zone (NRZ), is requesting proposals from qualified consultants to assist in a Site Reuse and Planning Study for the Bridgeport Harbor Station Property located at:

Units #1-4

("Bridgeport Harbor Station Property")

1 Atlantic Street
Bridgeport, CT

The Bridgeport Harbor Station power plant is owned by Bridgeport Harbor 1-4 LLC, a subsidiary of PSEG Power LLC. In the Community Environmental Benefits Agreement formed during the siting of Bridgeport Unit 5 (an active plant now owned by Generation Bridge II), PSEG agreed to participate in this Joint City/PSEG Planning Study¹.

The City of Bridgeport has designated MetroCOG as the Project Coordinator for the Site Reuse and Planning Study and MetroCOG will serve as the Contracting Agency for the purposes of this Study.

MetroCOG, the City of Bridgeport, PSEG Power, and the Bridgeport Environmental Task Force will work collaboratively on behalf of all stakeholders to prepare a site planning study to identify potential future uses for Bridgeport Harbor Station.

As such, MetroCOG requires credible, impartial, and informed experts to develop a comprehensive *Site Reuse Plan* ("The Plan") that considers the City of Bridgeport's social and environmental objectives as well as viable economic and development objectives. The Plan shall be the first step towards identifying potential new uses for consideration for the property that benefits the South End, the City, the Region, and the State of Connecticut.

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1. (b) **Joint City/PSEG Planning Study:** PSEG and the City shall jointly participate in a site planning study to be funded at least partially from the CEBF (City will attempt to attract additional philanthropic support) to explore ways in which PSEG's redevelopment or reuse of the remainder of its property – not occupied by the Project or other BHS Facility with ongoing operation can reinforce City and Community Objectives for the South End and environs. This study will have two components: (1) It will examine the near term deconstruction, remediation, landscaping, and/or interim options to maximize positive impacts to the Community and minimize the negative aesthetic impacts of the decommissioned Unit #3 and it is expected that a negotiation between PSEG, the City and ETF will occur at the completion of this stage of the study to determine the minimum amount of work in accordance with that plan to be conducted by PSEG within a set timeframe; and, (2) it will explore medium- and long-term redevelopment or reuse options for the site with specific focus on ways in which the remainder of the parcel can support the City's coastal resiliency, mobility, waterfront access, and job creation objectives recognizing that any redevelopment or reuse of the site will depend on economic viability of that use.

II. Site Information

Bridgeport Harbor Station Units #1-4 are located at 1 Atlantic Street in Bridgeport, Connecticut (See Appendix B for Property Field Card and Site Maps) and are currently owned by Bridgeport Harbor 1-4 LLC. The 33.17-acre parcel is situated on Bridgeport Harbor. To the south of the site is a 22.85-acre parcel referred to as Bridgeport Harbor Station Unit #5, a recently constructed 485-MW gas-fired combined-cycle power station that was sold to a new owner in February 2022. Bridgeport Harbor Station Unit #5 is **not** a part of this Site Reuse & Planning RFP.

Bridgeport Harbor Station originally opened in 1957. As demand for electricity in the area increased, additional units were added in 1961, 1967 and 1968. Unit #2, which opened in 1961, was a 170 MW oil fired unit which retired in 2012. Unit #3 opened in 1967 and initially burned oil to provide base-load electric power to approximately 300,000 residents of the Greater Bridgeport Region. Unit #3 eventually switched its fuel supply to coal due to the abundance and low cost. Unit #4 was a 22 MW combustion turbine peaking unit.

By the early 2000s, Bridgeport Harbor Station provided electricity for the daily needs of the Region. However, by the mid-to-late 2000s, changes in electricity demand along with the lower cost of natural gas resulted in reduced operations. Bridgeport Harbor Station Unit #3 was retired on May 31st, 2021.

1 Atlantic Street

1 Atlantic Street is within walking distance of the Bridgeport Intermodal Transportation Center, which includes Metro North, Amtrak, and Greater Bridgeport Transit (GBT, fixed-route bus) service.

It is accessible via other modes of transportation, as it is located less than a quarter mile South of I-95 at Exit 27, one-half mile from Routes 8/25, five miles from Sikorsky Memorial Airport and within 60 nautical miles of Midtown Manhattan. The property also abuts the Bridgeport Harbor and the Port of Bridgeport, home to the Bridgeport/Port Jefferson Ferry, which provides passenger and automobile transport access between Bridgeport and Port Jefferson, New York.

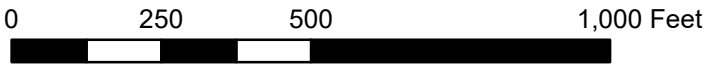
The parcel is adjacent to the Hartford HealthCare Amphitheater, a recently constructed 5,700+ seat boutique amphitheater and the Total Mortgage Arena, a 10,000-seat multi-purpose arena that serves as the home arena for the Bridgeport Islanders, Fairfield University, and Sacred Heart University.



Bridgeport Harbor Station is also situated near Steelpointe Harbor a 52-acre urban-oriented, mixed-use development that is a combined effort between the City of Bridgeport and Bridgeport Landing Development, LLC. Across Bridgeport Harbor from the Study Area there has been a recent influx of maritime uses, including marine manufacturing, maintenance, sales, and servicing.

Study Area

MetroCOG and the City of Bridgeport are also interested in studying two additional parcels to the north of the Bridgeport Harbor Station site. Please refer to the Reuse Planning Study Area map on the following page.

Reuse Planning Study Area



-  Parcels
-  Study Area

III. Detailed Project Summary

The purpose of the Site Reuse and Planning Study is to determine how to best redevelop and reuse the parcel that is currently occupied by the decommissioned Bridgeport Harbor Station.

The City of Bridgeport, once a manufacturing and industrial powerhouse, has experienced decades of environmental and social challenges due to the location and abandonment of major infrastructure and heavy industries by companies throughout its history.

On October 6th, 2014, the Bridgeport City Council approved a resolution regarding the PSEG Coal Fired Power Plant at Bridgeport Harbor Station (Appendix D – Link to Community Advisory Committee Report). The City Council addressed the "phase-out" of coal fired electricity generation; remediation of the property for a subsequent use; and creation of the Citizens Advisory Committee ("CAC") as well as a Reuse Study.

Through the work of the Community Advisory Committee, a Community Environment Benefits Agreement (Appendix D – CEBA/CGS Sec. 22a-20a) was developed between PSEG, the City of Bridgeport and numerous community organizations, including the Connecticut Coalition for Environmental Justice and the Neighborhood Revitalization Zones (NRZs).

One provision of the CEBA requires a Joint City/ PSEG Planning Study (Section 4 (b) – Other PSEG Commitments) to be funded in part by the Community Environment Benefit Fund. The purpose of the Reuse Planning Study is to "explore ways in which PSEG's redevelopment or reuse of the remainder of its property—not occupied by the Project or other BHS facility with ongoing operations can reinforce City and Community objectives for the South End and environs."

The Site Reuse and Planning Study shall determine the short-term and long-term processes, procedures and associated costs for site redevelopment and reuse. The Study shall consider the economic viability of future uses, and the social and environmental objectives of the City of Bridgeport.

Most importantly, the Study will incorporate extensive community engagement and public participation to gather input on potential long-term reuse scenarios. The ultimate objective will be to identify potential site redevelopment options that will consider job creation, tax generation, quality of life, and amenity provision for the residents of the South End and the entire City of Bridgeport.

Any reuse strategies and conceptual designs developed during this planning process should ultimately further the City of Bridgeport's planning and economic development goals. The Study will align with Plan Bridgeport, the City of Bridgeport's recently adopted Plan of Conservation and Development (POCD).

Plan Bridgeport directs Bridgeport to become a more livable and equitable city that values health and well-being for all. The Plan also calls for Bridgeport to become an active regional hub that serves as the lead economic development engine of the Region. Complementing Plan Bridgeport, the City also developed a Waterfront Plan that encourages public right of way and public access to the waterfront.

The Study shall also align with Bridgeport's recently adopted Zoning Regulations and all other applicable planning documents. It is important to recognize that the Site Reuse and Planning Study is a guidance document and that the ultimate reuse and redevelopment of 1 Atlantic Street is dependent on number of factors including economic and feasibility considerations.

1 Atlantic Street should further the vision and values of the Community for the future of Bridgeport

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IV. Scope of Work & Budget

Scope of Work Overview

The Site Reuse & Planning Study shall incorporate, at a minimum, the following tasks/deliverables:

1. Project Visioning
2. Stakeholder Engagement
3. Existing Site Conditions/Site Evaluation
4. Abatement, Deconstruction and Remediation Plan
5. Local and Regional Economic & Market Analysis
6. Public Outreach & Education
7. Reuse Strategies
8. Conceptual Designs
9. Recommendation of Preferred Reuse Strategy
(Highest & Best Use Analysis)
10. Development of Reuse Plan

A more detailed Scope of Work can be found in Appendix A.

Budget

The Scope of Work is meant to be illustrative only and may be modified during contract negotiations. MetroCOG encourages all consultants to be creative in their response to this RFP. Consultants are also urged to recommend any services not identified in the Scope of Work that may be required and/or beneficial to fulfilling the goals and objectives the Site Reuse and Planning Study.

The total funding available for the Study is \$300,000.

Please refer to Sections VI and VII on Proposal Requirements and Submission of Proposals.

V. Inquiries

All inquiries regarding this RFP should be received no later than 3:00PM on Wednesday, November 11th. All inquiries and questions should be in writing, by e-mail, addressed to:

Patrick Carleton
Deputy Director
Connecticut Metropolitan Council of Governments
pcarleton@ctmetro.org

A list of inquiries and responses will be e-mailed as well as posted at <https://www.ctmetro.org/aboutus/for-vendors/> no later than Monday, November 16th.

*Note: MetroCOG will only respond to technical questions. Under no circumstances will MetroCOG provide interpretive guidance. No oral interpretations shall be made to any respondent as to the meaning of any of the documents, and phone calls will not be accepted. Written approval of MetroCOG is required prior to any public disclosure of the cost proposal submitted in response to this RFP or any other subsequent awards. It is the responsibility of interested firms to periodically check the MetroCOG website for amendments to this RFP and responses to inquiries.

VI. Proposal Requirements

Respondents are asked to submit proposal in three parts: **Letter of Interest**, **Technical Response**, and **Budget**.

The **Letter of Interest** must specify the following on company letterhead:

- Name and address of the firm and any proposed sub-consultants, teams, or joint ventures.
- General information on the firm and any proposed sub-consultants, teams, or joint ventures.
- Name, title, e-mail, and telephone number of the individual within the firm authorized to enter the company into a contract with MetroCOG.
- Name, title, e-mail, and telephone number of the individual MetroCOG should contact regarding questions and clarifications on the proposal.
- Name and service of any intended Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE) or Minority Business Enterprise (MBE), if applicable.
- A statement that the Consultant's offer will remain in effect for ninety (90) days after acceptance of the Consultant's proposal by MetroCOG.

The **Technical Response** must contain a description of the consultant's proposed approach to the project, with specific attention to:

- Technical Approach and Proposed Scope of Work, including a description of how the scope of work will be fulfilled.
- Recommendations to improve/enhance the Scope of Work.
- Name and services for any subcontractors with a description of their involvement with the Scope of Work as well as information on the level of previous working relationship.
- Project schedule and timeline.
- Listing of project deliverables.
- Resume of key personnel proposed to work on the study.
- Detailed project organizational chart.
- Three references from comparable types of projects completed over the last five years. Include project names and locations, name of primary client contacts and their contact information including e-mail addresses and telephone numbers. Indicate the role of your firm in each project and each project's cost and date of completion.
- Pertinent examples of related work prepared and designed by the consultant.

VII. Submission

The **Budget** must contain the following:

- Hourly personnel rates for everyone assigned to the Study and the estimated hours per task. The same information should also be provided for all sub-consultants.
- Direct costs related to Study including but not limited to travel, printing, postage and other related expenses.
- A budget broken down by task with a total not to exceed amount.

Each firm must submit **five (5) paper** copies and **one (1) digital** copy of their proposal in a sealed envelope and addressed to the following:

Mr. Patrick Carleton

Deputy Director

Connecticut Metropolitan Council of Governments
1000 Lafayette Boulevard, Suite 925
Bridgeport, CT 06604

A digital copy of the proposal must also be e-mailed to Mr. Patrick Carleton at pcarleton@ctmetro.org. Please attach a proposal in PDF format or provide a file sharing link of the proposal.

Proposals will be accepted no later than 3:00PM on December 7th. Proposals received after this date/time will not be considered. No partial submittal will be accepted.

VIII. Evaluation Criteria

All RFPs received will be reviewed and evaluated by a Selection Committee (the “Committee”) comprised of representatives from MetroCOG, the City of Bridgeport, PSEG, the Bridgeport Environmental Task Force, and community representatives from the South End neighborhood. Consultants will be evaluated based on the responses to all relevant criteria stated in this RFP. Proposals will be evaluated and scored by the Committee utilizing a ranking criterion that will consist of, at a minimum, the following:

- Consultant (and Subconsultants) Qualifications & Capabilities
- Technical Proposal, Approach and Scope of Work
- Cost Proposal
- Experience
- References
- Key Staff Assigned to Project

Up to five (5) prospective consultants will be selected for a short list and each will be requested to participate in a brief presentation and interview to the Committee. A recommendation of the preferred consultant will be made by the Committee. Upon selection of the preferred consultant, MetroCOG will be authorized to communicate to the selected consultant and begin negotiations. Each bidder not selected will be notified in writing.

The selected consultant will be notified of the decision as quickly as possible. Contract negotiations will commence immediately upon notification. A negotiation period will be provided for the selected consultant and MetroCOG to finalize the Scope of Work, Contract Fee and Agreement. At the end of the negotiation period, the contract shall be awarded. If a negotiated contract cannot be mutually agreed to by both parties, MetroCOG will terminate negotiation and begin negotiations with the second rated firm.

IX. General Terms & Conditions

Compliance with Local, State & Federal Laws

All respondents shall comply with all applicable local, state, and federal laws and regulations. This Study will be funded through the United States Economic Development Administration's Economic Adjustment Assistance Program (Project No. 01-69-15226) and the Bridgeport Environmental Task Force's Community Environmental Benefit Fund. Respondents shall review all applicable regulations, terms and conditions prior to submitting a response.

Disadvantaged, Minority & Women Enterprises (DBE/MBE/WBE) Requirement

MetroCOG takes all necessary affirmative steps to assure that Minority Businesses Enterprises (MBE), Women's Businesses Enterprises (WBE) and Disadvantaged Business Enterprises (DBE) are used when possible. Although this project does not stipulate a required compliance target, MetroCOG will make every effort to consider awarding the contract to a qualified DBE/MBE/WBE firm.

In the case of proposals submitted from Consortia, Joint Ventures and Teams, lead consultants should consider the use of DBE/MBE/WBE firms. Proposals must clearly identify the DBE/MBE/SBE firm, the role the DBE/MBE/WBE will play in the project and the tasks assigned to the DBE/MBE/WBE. Proof of Connecticut DBE/MBE/WBE certification must be submitted with the proposal. Responses that fail to provide proof of DBE/MBE/WBE certification and description of project involvement will be deemed incomplete

Additional Services

If you believe that additional services to those requested in the specifications are necessary, please identify those services and your reasons for recommending such services.

Insurance

MetroCOG requires consultants to provide and maintain adequate professional liability for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000) and automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000). The consultant and subcontractors shall carry workman's compensation insurance. Proof of adequate insurance must be included in the bid application.

Personnel

The consultant shall provide the professional services identified in this scope of work and requested by MetroCOG. The proposal must identify the person or persons who will be responsible for conducting the work as listed in this scope of work, and include a copy of each person's resume, experiences with municipal/government clients and listing of references.

MetroCOG is requesting that a senior experienced person be the primary representative for your firm in actually performing the services.

Terms & Conditions

Length of Service

It is expected and required that the scope of work shall be completed in an expeditious manner. The proposal should indicate an approximate date for completion of the work and anticipated length of time needed to complete the project. The project must be completed by June 21st 2024.

Contract/Agreement

The successful bidder shall enter into a contract with MetroCOG and agree to abide by all state and federal contractual requirements. By signing an agreement with MetroCOG, the consultant agrees to perform work as specified in the scope of services and accepts the terms and conditions set forth in the contract.

Freedom of Information

Respondents are advised that any and all materials submitted in response to this RFP shall become the sole property of MetroCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).

Incurred Costs

This Request for Proposals does not commit MetroCOG to award a contract or to pay any costs incurred in the preparation of a response to this request. MetroCOG will not be liable for any costs incurred by respondents in replying to this RFP.

Severability

If any terms or provisions of this Request for Proposals shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Acceptance or Rejection by MetroCOG

MetroCOG reserves the right to accept and or reject any or all responses submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of MetroCOG. Respondents whose responses are not accepted shall be notified in writing. Finalization of the agreement is contingent on approval of MetroCOG, the United States Economic Development Administration and Bridgeport Environmental Task Force.

Amending or Canceling Request

MetroCOG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so.

Waiver of Informalities

MetroCOG reserves the right to accept or reject any and all responses to this RFP, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

Work Products

All reports, data, and other documents prepared by the firm shall be submitted to MetroCOG for review and approval. Resulting work products of the firm pursuant to this solicitation shall be provided in both print and digital format and shall become the property of the entity in which the firm is contracted with.

No such approval shall in any way be construed to relieve the firm of responsibility for technical adequacy or operate as a waiver of MetroCOG or any of their member municipality's rights. The firm shall remain liable according to applicable laws and practices for all damages to MetroCOG or their member municipalities caused by the Firms negligent performance of any of services furnished relative to any agreements resulting from this solicitation.

Subcontracting

Consultants may team as they deem necessary to respond to this RFP. In their response, the prime firm and all subconsultants should be clearly identified along with the responsibilities of each.

The successful respondents may utilize the services of specialty, currently unidentified subconsultants on those unforeseen portions of the work that under normal practices are performed by specialty firms. In this event, the Firm shall obtain and make available fee proposals from qualified subconsultants for those services.

The successful respondent shall not award any portion of the work to a firm that is not on the selected project team without prior written approval of MetroCOG and PSEG Power. The acceptance of any and all subconsultants shall reside with MetroCOG, and their decision shall be final. The successful respondent shall be fully responsible for the performance, finished products, acts, and omissions of their subcontractors and persons directly or indirectly employed thereby.

Assigning/Transferring of Agreement

Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from MetroCOG.

APPENDIX A

Detailed Scope of Work

Bridgeport Harbor Station

Site Reuse Planning & Study

Preliminary Scope of Work

1. Project Management*

The Connecticut Metropolitan Council of Governments (MetroCOG) will serve as Project Manager for the Site Reuse & Planning Study and will coordinate all planning efforts of between the Planning Consultant, City of Bridgeport's Office of Planning & Economic Development (OPED), PSEG Power (PSEG), Community Stakeholders and State Agencies. The Planning Consultant's project-related formal communications shall be with MetroCOG, unless specifically instructed to do otherwise.

2. Project Kick Off & Project Visioning

Planning Consultant should hold a Kick-Off Meeting with MetroCOG, the City OPED, PSEG Power, the Bridgeport Environmental Task Force and community groups to commence the Site Reuse Study. A Project Visioning session should also occur to finalize the goals and objectives of the Study.

Project Deliverable: Kick Off Meeting, Visioning Statement.

3. Stakeholder Engagement

In consultation with City OPED, PSEG Power and the Bridgeport Environmental Task Force (ETF), a list of local stakeholders should be developed by the Planning Consultant at the beginning of the Study. The stakeholder list should be maintained and periodically updated, as deemed necessary, throughout the Study. Interviews should also be conducted with relevant municipal staff/departments, and local stakeholders. In consultation with the City and PSEG, the Planning Consultant should determine the need for a Technical Advisory Committee.

Project Deliverable(s): Interviews, Creation of Project Committee(s); Oversight of Committee(s).

4. Public Outreach & Education

The Site Reuse & Planning Study will require a transparent, public participation process and opportunities for public involvement before, during and after the planning process. Examples of stakeholder engagement include but are not limited to: holding interviews with community stakeholders, public information meetings, design charettes, open forums and workshops. Other opportunities for public education and engagement include development of a project website, use of social media, online surveys, information sessions at regularly scheduled events, informational brochures, etc.

Project Deliverable(s): Project Website, Resident Survey, Public Meetings, Information Brochures, etc.

5. Existing Conditions/Site Evaluation

The Planning Consultant should examine the existing conditions of site and surrounding area including:

- Economic Viability
- Environmental
- Legal/Regulatory
- Land Use/Zoning
- Infrastructure/Utilities
- Transportation
- Geotechnical
- Ecological

Projected Deliverable: Existing Conditions/Site Evaluation Report

6. Abatement, Deconstruction & Remediation Plan

The Planning Consultant should review any available environmental reports and consider the site's environmental conditions. The Planning Consultant will be expected to interact with PSEG staff and consultants/contractors. The Planning Consultant's work should also include a recommended method or strategy for building abatement and demolition – including the need for pre-demolition surveys, plans and specifications, engineering, and construction management services, permits (and regulatory requirements), and cost estimates associated with abatement, demolition, and restoration of property.

Projected Deliverable(s): Abatement, Demolition and Remediation Plan

7. Economic/Market Analysis

The Planning Consultant should prepare a Market Reuse Analysis that includes an overview of the local and regional economic market, economic conditions and other factors affecting the site's development potential and surrounding area.

Projected Deliverable: Market Reuse Analysis

8. Reuse Strategies & Recommendation of Preferred Reuse Strategy (Highest & Best Use Analysis)

Based on the findings of all previous tasks, the Planning Consultant will be expected to provide a variety of reuse strategies for the site. Each strategy should include a financial feasibility analysis, as well as the projected economic and fiscal impacts on the City of the Bridgeport. The Study Committee should be prepared to recommend a preferred reuse strategy for the site based on all relevant factors discovered during the planning process.

Projected Deliverable: Detailed Site Reuse Strategies with Financial Feasibility Analysis/Recommendation of Preferred Alternative

9. Conceptual Designs

Conceptual Designs should be developed by the Planning Consultant for as many as three preferred and feasible reuse strategies.

Projected Deliverable: Conceptual Site Designs

10. Final Site Reuse Plan

A Final Site Reuse Plan or similar document should be developed that incorporates all the project deliverables or preferred scenarios. The Final Plan should also include an Implementation Strategy that outlines a proposed path towards redevelopment, including processes, timeline, and funding mechanisms. The Final Plan should include a caveat that it is a guidance document and that the ultimate reuse and redevelopment of 1 Atlantic Street is dependent on number of factors including economic and feasibility considerations.

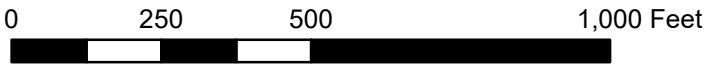
Project Deliverable: Executive Summary and Final Document



Bridgeport Harbor Station Site



0 250 500 1,000 Feet

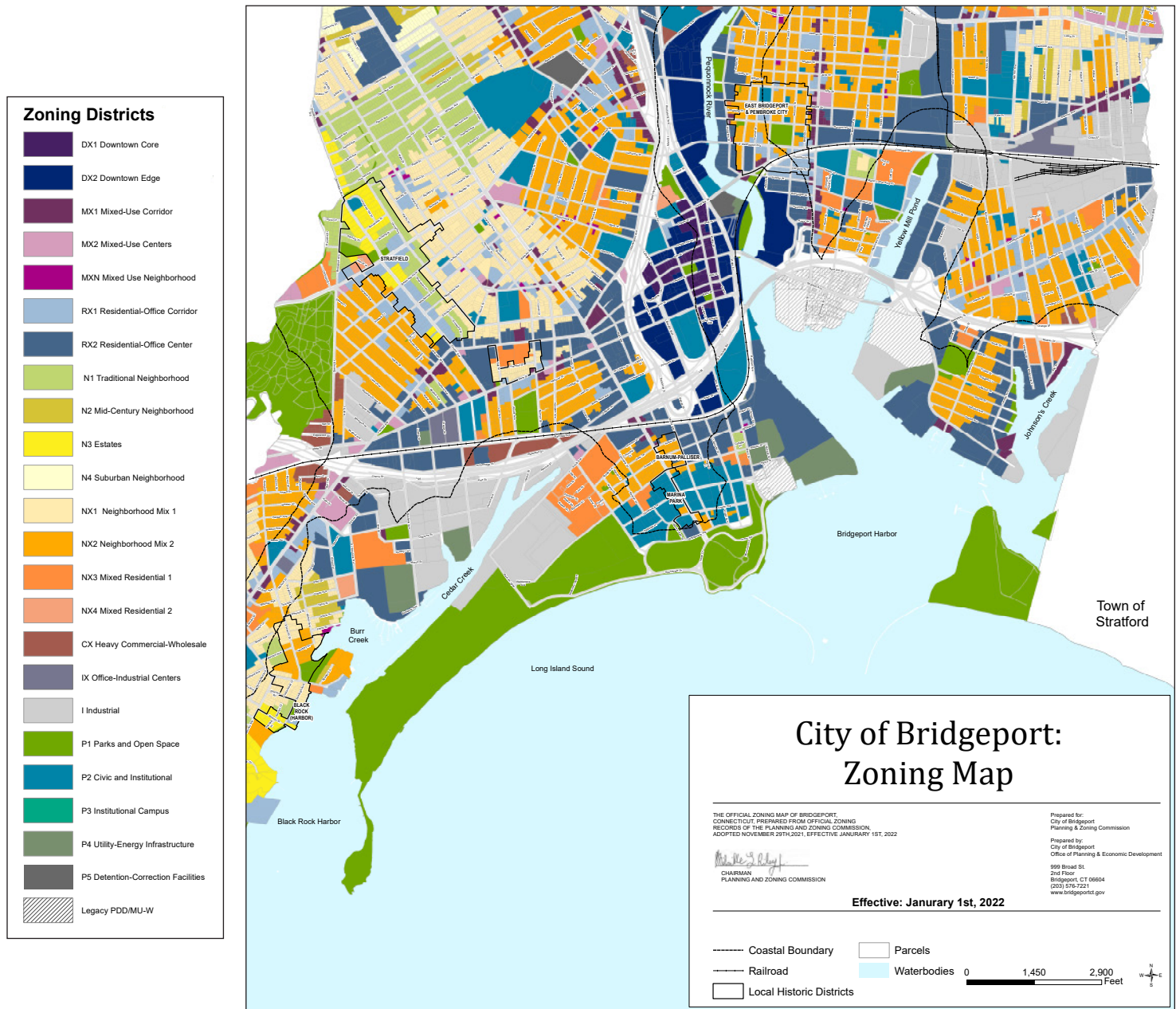
Reuse Planning Study Area



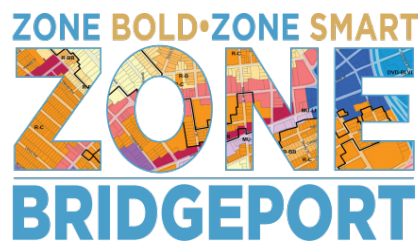
-  Parcels
-  Study Area

APPENDIX C

Zoning Regulations



Link to Zoning Information:



<https://zonebridgeport.com/>

APPENDIX D

CEBA, CGS Sec. 22a-20a & CAC Report

COMMUNITY ENVIRONMENTAL BENEFIT AGREEMENT

This Community Environmental Benefit Agreement (the “Agreement”) is entered into as of February 25, 2016 (“Effective Date”) by and among PSEG Power Connecticut LLC, a limited liability company with a place of business at 1 Atlantic Street, Bridgeport, Connecticut (“PSEG”), the City of Bridgeport, a political subdivision of the State of Connecticut with its principal place of business at 999 Broad Street, Bridgeport, Connecticut (“City”), Connecticut Coalition for Environmental and Economic Justice, a community organization with an office at 10 Jefferson Street, Suite C1, Hartford, Connecticut (“CCEJ”), the University of Bridgeport, a specially chartered nonstock corporation with offices at 126 Park Avenue, Bridgeport, Connecticut 06604 (“UB”), the South End Neighborhood Revitalization Zone Committee, an unincorporated association, with an office at 672 Atlantic Street, Bridgeport, Connecticut 06604 (“SENZRZ”), the West Side/West End Neighborhood Revitalization Zone Implementation Committee, an unincorporated association with an office at 586 Clinton Avenue, Bridgeport, Connecticut 06605 (“WSWENRZ”) and the Black Rock NRZ, an unincorporated association, with an office at 35 Fairlawn Avenue, Bridgeport, Connecticut 06605 (“BRNRZ”). CCEJ, UB, SENRZ, WSWENRZ, BRNRZ and any signatories hereafter to a joinder agreement as provided for in Section 15 and **Schedule C** (each, a “Joinder Agreement”) are collectively referred to herein as “Community Groups,” and, with PSEG and the City, all herein are referred to as the “Parties.”

WITNESSETH

WHEREAS, PSEG is proposing to install and operate a combined cycle facility (the “Facility” or “Project”) with a wholesale electric generating capacity of approximately 470 megawatts (“MW”) at the site (the “Site”) of its existing Bridgeport Harbor Station (“BHS”) located at 1 Atlantic Street in Bridgeport, Connecticut;

WHEREAS, PSEG desires to cooperate with the City, Bridgeport residents, the Community Groups, and other organizations with an interest in the Project to address potential concerns and sensitivities;

WHEREAS, Section 22a-20a of the Connecticut General Statutes (the “Environmental Justice Act”) and the Connecticut Department of Energy and Environmental Protection’s (“CT

DEEP”) Environmental Justice Participation Guidelines require applicants seeking a permit from the CT DEEP or Connecticut Siting Council (“Siting Council”) for a new or expanded facility defined as an “affecting facility” to file an Environmental Justice Public Participation Plan (the “Plan”);

WHEREAS, the CT DEEP approved PSEG’s Plan on August 15, 2014 and, following the implementation of the Plan, PSEG submitted the Environmental Justice Plan Final Report (“Final PSEG Report”) on August 11, 2015, which report describes the results of the public outreach efforts, including the details of the Informal Public Meeting and a list of concerns raised at the meeting, a list of the individuals and groups notified of the Project, results of meetings with municipal officials and neighborhood community groups as well as a description of other public outreach methods utilized including the development of a project website and telephone hotline;

WHEREAS, while PSEG met the obligations of the Plan as implicit in CT DEEP approval of the Final PSEG Report, PSEG remains committed to maintaining on-going dialogue with the community, responding to further inquiries as necessary to address community issues and requests, and desires to enter into this Agreement with the City and the Community Groups;

WHEREAS, the City, acting through its City Council, adopted a resolution on October 6, 2014 affirming its desire to (1) phase-out coal fired electricity generation at BHS; (2) remediate and reuse the property for a subsequent use; and (3) create a Citizens Action Committee (“CAC”), *inter alia*;

WHEREAS, the CAC on September 9, 2015, issued a Report (the “CAC Report,” attached hereto as **Schedule A**) recommending: (1) retirement of the BHS coal plant by a date certain; (2) establishment of funding sources to support community organizations and government agencies focused on the impact of health and environmental needs relating to infrastructure, health services, outreach and education; (3) creation of an Environmental Task Force (“ETF”) to assume outreach and oversight functions regarding the allocation of any community environmental funds and the monitoring of operating protocols at the combined cycle BHS facility; and (4) operating protocols pertaining to the reduction of emissions in accordance with the Connecticut Global Warming Solutions Act (the “GWSA”), C.G.S 22a-200 *et seq.*,

along with continued coastal resiliency investments and efforts, and better utilization of the BHS site, inter alia;

WHEREAS, the CAC Report urged the City to enter negotiations with PSEG in support of this Agreement in order to achieve meaningful monetary and policy benefits and mitigation, in whole or in part, of the impacts reasonably related to BHS, including, but not limited to impacts of the environment, traffic, parking and noise;

WHEREAS, PSEG has provided the City and Community Groups with its Air Permit Application, dated November 13, 2014, setting forth the terms and conditions of the Air Permit it seeks from CT DEEP, which includes the permit to construct and operate the Project at the Site, including the Prevention of Significant Deterioration (“PSD”) Pre-Construction Permit (the Plan, Final PSEG Report, Air Permit Application and Municipal Consultation, as defined below, are collectively referred to herein as the “Baseline Documents”) and the City and Community Groups, accordingly, rely upon the representations contained therein as part of the consideration for agreeing to this Agreement;

WHEREAS, the City and the Community Groups have reviewed the Baseline Documents and rely upon the material set forth therein;

WHEREAS, on November 13, 2015, PSEG sent then-Mayor Bill Finch and then-Mayor elect Joseph P. Ganim (the “Mayor”) a package of materials, including a cover letter, municipal consultation document and environmental information report on the Project (the “Municipal Consultation”), copies of which Municipal Consultation were provided to representatives for the Community Groups on November 18, 2015;

WHEREAS, on February 1, 2016, the City Council approved this Agreement, authorizing the Mayor to execute the same on behalf of the City;

WHEREAS, this Agreement has been negotiated under the auspices of the Environmental Justice Act, which allows for such agreements to encourage developers of affecting facilities and community groups to work together to address and mitigate potential environmental impacts from such affecting facilities;

WHEREAS, PSEG intends to submit a Petition for Declaratory Ruling (the “Petition”) to the Connecticut Siting Council (the “Siting Council”) for siting approval to develop and operate the Project at the Site; and,

WHEREAS, the terms of this Agreement meet the multiple concerns of the parties as well as the objectives of the Environmental Justice Act.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree for themselves, their successors and assigns as follows:

1. **Preamble.** The above recitations are true and correct, and are incorporated herein by reference.

2. **Establishment of the Community Environmental Benefit Fund (“CEBF”).**

(a) **Creation of the CEBF.** Upon satisfaction of the Conditions Precedent set forth in Section 2(b) below, PSEG or its designee shall contribute the amount of Two Million and 00/100 (\$2,000,000.00) Dollars to a designated interest bearing fund managed by Fairfield County’s Community Foundation or other similar established charitable organization or entity (the “Designated Organization”) recommended by the Environmental Task Force of the City, subject to the approval of PSEG, which approval shall not be unreasonably withheld.

(b) **Conditions Precedent to CEBF Funding.** The CEBF shall be funded in the amount set forth in Section 2(a) above, within thirty (30) calendar days after PSEG has received and found acceptable in its discretion each of the final, non-appealable (i.e. after applicable appeal periods have lapsed) approvals and permits (the “Permits”) required for the Project (attached as **Schedule B** is the complete list of all required Permits), including the (a) Siting Council’s approval of the Petition; (b) CT DEEP’s Air Permit for the Project (including, issuance of the Air Permit); and (c) issuance of all other applicable local, state and federal permits and approvals, including the Coastal Site Plan Review (collectively, the “Final Permits”). In the event that a non-signatory to this Agreement intervenes or opposes the Permits or undertakes an appeal or other litigation against PSEG in respect of the issuance of the Permits, the City will

work with PSEG in good faith to assist PSEG in obtaining the Final Permits as soon as possible, including intervening in PSEG's behalf in applicable administrative or legal proceedings.

(c) **Operation of CEBF.** Upon the establishment of the CEBF with PSEG funding as provided for in Section 2(b) above and subject to the terms of a funding agreement, the Designated Organization shall have the authority to withdraw from such account, following consultation with the ETF regarding their recommendations. The ETF shall negotiate the funding agreement with the Designated Organization, subject to PSEG's right to prior review and comment. The CEBF shall be utilized for the public benefit and shall not be political in nature. The funding agreement shall include provisions to encourage the Designated Organization, the City and the ETF to seek and apply for additional funding as available from governmental, quasi-governmental, and charitable entities and institutions and other programs to increase or supplement the funds available for the purposes stated therein and described above. Furthermore, the funding agreement will establish the procedures and standards for selecting acceptable projects and distributing funds.

(d) **Purposes of CEBF.** At the outset, the Designated Organization shall create and engage in two distinctive funding opportunities: open competitive funding opportunities for organizations serving the City and for particular departments of the City. These programs shall advance the intents and purposes underlying the adoption of the Environmental Justice Act including, but not limited to, achieving maximum public health and environmental benefit for the air quality in the neighborhoods surrounding BHS. The Parties agree that there are a number of organizations and initiatives in the City that will contribute to the long-term public benefit and well being of the community addressing health and environmental needs relating to infrastructure, health services, outreach, education and energy efficiency as were set forth in the CAC Report. There are City departments and other public entities that are currently providing health and environmental services. The following departments may apply and compete for funding, subject to strict rules of accountability as shall be developed by the Designated Organization: Health Department, Board of Education, Energy Improvement District, Planning and Economic Development, Youth programs and the Small and Minority Business Enterprise program.

(e) **Renewable Energy Investment Program**: Commencing on the Effective Date, PSEG will initiate a program for the purpose of investing at least \$5 million in renewable energy investment projects located in the City that are (a) recommended by the City and/or ETF (ideally with the support of the Connecticut Green Bank) and (b) approved by PSEG in its sole discretion. PSEG will engage with the City in collaborative discussions about potential investments and deal protocols, if any. PSEG encourages the City and Community Groups to refer such renewable energy investment opportunities to PSEG's Community Liaison Officer who will (i) advise them on criteria for consistency with the investment guidelines and other agreed upon criteria and will then (ii) bring the same to PSEG for further review and consideration. Whether a renewable energy investment opportunity will advance is in PSEG's sole discretion and, if so, whether an actual investment transaction can be consummated will depend on the ability of PSEG and project counter-parties to negotiate mutually agreeable terms and to obtain regulatory approvals, among other contingencies. Unless specifically requested by the City and/or ETF, the investments made pursuant to this Section 2(e) shall not be intended for use on the BHS property.

3. **Permit Issuance.**

(a) **Material Changes.** The Parties agree that any change to the representations contained in the Baseline Documents will not be deemed a material change unless the CT DEEP, in the case of the Air Permit Application, or the Siting Council, in the case of the Municipal Consultation and Petition process, deems such change (i) to be significant enough as to require a reset or restart of the applicable Air Permit Application or Petition process or (ii) would result in a significant increase in adverse environmental effects from the Facility (a "Material Change").

(b) **Representations and Understandings Pertaining to Air Permits.**

(1) **Air Permit Application.** PSEG represents that the Air Permit Application includes all of the material terms, conditions and elements of such application as of the date of this Agreement. The Parties acknowledge that PSEG may revise the Air Permit Application from time to time to provide information requested by CT DEEP or as needed to meet changing Air Permit Application requirements, such as revised air modeling standards and procedures or to update CT DEEP on changed

equipment manufacturers' specifications. Contemporaneously with any such updates to the Air Permit Application, PSEG will use reasonable efforts to notify the City and Community Groups of the public availability of same. The City and Community Groups have read and reviewed such Air Permit Application. PSEG agrees that it will not undertake a Material Change in the Air Permit Application, as amended from time to time, without first consulting with the City and Community Groups and explaining the need for such changes.

(2) Title IV and Title V Permits. As indicated on Schedule B, PSEG also expects to file for Clean Air Interstate Rule ("CAIR") and Acid Rain Permits and a non-minor modification of the existing Title V Air permit for BHS (to add the new Project to the existing inventory of air emissions sources at BHS) for the Project as described in the Baseline Documents. PSEG agrees that in applying for these additional air permits, it will not seek approval for the Project that represents a Material Change in the Project as described in the Baseline Documents.

(c) Representations and Understandings Pertaining to the Petition. PSEG represents that the Municipal Consultation includes all the material terms, conditions and elements that will be contained in the Petition. PSEG may also submit one or more filings with the Siting Council known as exempt modifications that may or may not be related directly to part of the Project. PSEG agrees that its Petition will not seek approval for the Project that represents a Material Change in the Project as described in the Municipal Consultation.

(d) City's Agreement to Support the Project. As long as PSEG does not initiate a Material Change to the Project, the City agrees to express its support for the Project as set forth herein and in the Baseline Documents, including filing a public letter with the CT DEEP in the Air Permit Application administrative record and with the Siting Council in the Petition administrative record. While respecting the independence of or not unduly interfering with the judgment of the other regulatory authorities responsible for issuing the Permits, the City will use its reasonable efforts to convey its support for the Project.

(e) Community Groups Agree Not to Oppose the Project. The Community Groups have read and reviewed the Baseline Documents and such other materials as they deem

appropriate. So long as PSEG does not initiate a Material Change to the Project, the Community Groups agree: (1) not to oppose any issuance of the Permits; (2) not to intervene in any process or proceeding to oppose the Project including but not limited to CT DEEP (in connection with the Air Permit Application) or the Siting Council (in connection with the Petition); and, (3) not to intervene or submit a document in opposition in any other proceeding in which intervention or public input is sought or permitted, or before any state or federal court seeking any relief whatsoever in opposition to the Project. The Parties agree that there is no exception or limitation to the commitment of the Community Groups not to oppose the Project or issuance of any Permit for the Project for any reason in any local, state or federal executive, legislative or judicial forum provided PSEG does not initiate a Material Change to the Project.

4. **Other PSEG Commitments.**

Provided that the Conditions Precedent and Caveats set forth in Section 5(a) are satisfied, PSEG agrees to the following additional commitments:

(a) **Bridgeport Harbor Station Unit #3.** BHS Unit # 3 shall not participate in ISO New England (“ISO-NE”) capacity auctions that result in capacity obligations in the ISO-NE markets past the capacity year that begins on June 1, 2020, provided that all of Unit #3’s commercial operations will cease no later than July 1, 2021 (the “Unit #3 Retirement Date”).

(b) **Joint City/PSEG Planning Study.** PSEG and City shall jointly participate in a site planning study to be funded at least partially from the CEBF (City will attempt to attract additional philanthropic support) to explore ways in which PSEG’s redevelopment or reuse of the remainder of its property – not occupied by the Project or other BHS Facility with ongoing operations can reinforce City and Community objectives for the South End and environs. This study will have two components: (1) it will examine near term deconstruction, remediation, landscaping, and/or interim options to maximize positive impacts to the Community and minimize negative aesthetic impacts of the decommissioned Unit #3 and it is expected that a negotiation between PSEG, the City and ETF will occur at the completion of this stage of the study to determine the minimum amount of work in accordance with that plan to be conducted by PSEG within a set timeframe; and, (2) it will explore medium- and long-term redevelopment or reuse options for the site with specific focus on ways in which the remainder of the parcel can

support the City's coastal resiliency, mobility, waterfront access, and job creation objectives recognizing that any redevelopment or reuse of the site will depend on economic viability of that use.

(c) **Community Liaison Officer.** PSEG shall designate a Community Liaison Officer as a point of contact for the City and Community Groups. The initial Community Liaison Officer will be Neil Brown, Manager of External Affairs. The Community Liaison Officer shall establish a communications plan to facilitate communications between PSEG and the local community. Such plan will provide for but not be limited to: (1) the posting of public information regarding the Project and BHS on its website; (2) participating in community meeting(s), in which each of the signatories to this Agreement are invited prior to the commencement of commercial operations at which PSEG will describe its emergency action plan and communications plan; (3) providing notification to the signatories of any application to the CT DEEP or Siting Council for approval of a change in ownership or control of the Project; (4) PSEG's participation during at least the first five years (and thereafter upon request of the City and Community Groups) in a meeting on an annual basis for the purpose of updating the City and Community Groups on any issues related to the operation and maintenance of Bridgeport Harbor Station and the Project; and (5) the establishment of a hotline and email address through which questions or concerns can be submitted to the Community Liaison Officer. In addition, on or before ninety (90) days after commencement of commercial operations of the Project, PSEG shall provide a tour of the new Facility and invite the Community Groups to attend, provided that all tour attendees shall comply fully with all security and safety procedures required by PSEG and such attendees would not otherwise cause PSEG to violate applicable laws including applicable export control regulations or federal homeland security requirements.

(d) **2016 Regional Greenhouse Gas Initiative ("RGGI").** As part of the 2016 RGGI program review, PSEG agrees to publicly support extension of the RGGI cap on regionwide greenhouse gas emissions from power plants. As it relates to Connecticut, PSEG will support a cap that is consistent with the state of Connecticut's 2030 greenhouse gas reduction goals, as identified in the Conference of New England Governors and Eastern Canadian Premiers' August 31, 2015 Resolution Concerning Climate Change (Resolution 39-1).

PSEG will demonstrate its public support for this 2030 cap by, at a minimum, submitting written comments to the RGGI board, and to appropriate Connecticut state agencies, on behalf of PSEG during formal comment opportunities.

(e) **Ongoing Emission Reduction Discussions.** PSEG agrees to engage in further discussions with the City and Community Groups regarding statutory, regulatory and/or consensual efforts with respect to the operating protocols designed to maximize efforts to contribute to the regional goals and objectives of the GWSA. The ETF shall convene and serve as the facilitator of such ongoing dialogue.

(f) **Commitment to Support Local Hiring, including Minorities, Women and Veterans.** PSEG is committed to constructing the Project using qualified regional contractors, to work cooperatively with local building trades unions, the City, ETF and Community Groups to identify and qualify subcontractors and laborers, including minorities, women and veterans as well as construction firms owned by the same, with a preference for Bridgeport residents and businesses. PSEG and its contractors shall further adhere to the “good faith efforts” as defined in Chapter 3.12.130 (G) (5) (the “Mandatory Good Faith Efforts”) of the Bridgeport Code of Ordinances for applicable portions of the Project work excluding equipment and components. While Chapter 3.12 *et seq.* of the Bridgeport Code of Ordinances is not otherwise applicable to the Project, PSEG agrees to comply with the Mandatory Good Faith Efforts as provided in the second sentence of this sub-section (f) and will establish on-going dialogue and work with local unions in support of efforts to include Bridgeport residents in apprenticeship programs and to maximize efforts in that regard and with respect to hiring workers qualified by such programs or prior experience for general employment in the building trades for the duration of the construction of the Project. In furtherance of such commitment PSEG shall work with the City and the ETF to identify and retain a mutually agreed upon facilitator to develop an action plan to effectuate and monitor the commitment set forth herein pertaining to the hiring and retention of minorities, women, veterans and/or their businesses as the case may be.

5. **Conditions Precedent and Caveats.**

(a) The Parties acknowledge that PSEG's commitment to fund the CEBF and Other PSEG Commitments set forth in Section 4 above are contingent on PSEG obtaining the Final Permits on the terms as set forth in Section 2(b) of this Agreement.

(b) The Parties further acknowledge and agree that the commitments by the City and the Community Groups set forth in Section 3(d) and (e) above are not contingent upon PSEG funding the CEBF.

(c) The Parties further acknowledge that the provisions of Section 2(e) shall be in full force and effective on the Effective Date of this Agreement.

6. **Notice**

(a) All notices required to be provided to the City pursuant to this Agreement shall be provided to:

Mayor
City of Bridgeport
999 Broad Street, Suite #2
Bridgeport, CT 06604

(b) All notices required to be provided to CCEJ pursuant to this Agreement shall be provided to:

Connecticut Coalition for Environmental Justice
10 Jefferson St, Suite C1
Hartford, CT 06106

(c) All notices required to be provided to UB pursuant to this Agreement shall be provided to:

University of Bridgeport
c/o General Counsel
126 Park Avenue
Bridgeport, CT 06604

(d) All notices required to be provided to SENRZ pursuant to this Agreement shall be provided to:

South End Neighborhood Revitalization Zone Committee
672 Atlantic Street
Bridgeport, CT 06604

(e) All notices required to be provided to WSWENRZ pursuant to this Agreement shall be provided to:

West Side/West End Neighborhood Revitalization Zone Implementation Committee
586 Clinton Avenue
Bridgeport, CT 06605

(f) All notices required to be provided to any signatories of a Joinder Agreement shall be provided as indicated in any such Joinder Agreement.

(g) All requests to PSEG pursuant to this Agreement shall be made to:

PSEG Power Connecticut LLC
c/o Michael Stagliola, Plant Manager
Bridgeport Harbor Station
1 Atlantic Street
Bridgeport, CT 06604

7. **Entire Agreement.** It is understood and agreed that this Agreement and other documents contemplated herein constitute the entire agreement between the Parties, and no oral statements or promises, and no understandings not included in this writing, shall be valid or binding.

8. **Counterparts.** This Agreement may be executed in counterparts, or any number of duplicate originals, all of which shall constitute one and the same instrument. The Parties further agree that the execution of facsimile copies of this Agreement, as well as faxed or electronic signatures, shall be valid with the same effect as originals.

9. **Good Faith Covenant.** The Parties agree that their actions and dealings with each other shall be subject to an express covenant of good faith and fair dealing.

10. **Severability.** The Parties agree that if any provision of this Agreement is declared or determined to be illegal, invalid or unenforceable, the remaining parts, terms and

provisions shall not be affected, and the illegal, invalid or unenforceable provision shall not apply.

11. **Headings.** The paragraph headings herein are for the convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

12. **Effective Date.** The Effective Date shall have the meaning set forth in the Preamble.

13. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the domestic law of the State of Connecticut without giving effect to any choice of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Connecticut. In the event of any dispute between the Parties, the Parties agree that, subject to the dispute resolution procedures set forth in Section 14, venue shall lie only in the State and Federal courts located in Bridgeport, Connecticut. Service of process may be made in any matter recognized by such courts. Each of the Parties waives its right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

14. **Default, Dispute Resolution and Remedies.**

(a) **Default.** Any Party that is a signatory to this agreement (“Aggrieved Party”) shall have the right to give written notice to another Party (“Noticed Party”) that the Noticed Party is not performing in accordance with the terms and conditions of this Agreement. (For purposes of this Section 14, the Aggrieved Party and Noticed Party are collectively referred to as the “Disputing Parties”.) Such notice shall describe with specificity the basis for the Aggrieved Party’s belief and may describe the recommended options to correct the failure.

(b) **Response.** If the Noticed Party agrees with the Aggrieved Party’s concern, the Noticed Party shall promptly take appropriate action to correct the failure. In such circumstance, the Noticed Party shall respond to the Aggrieved Party’s written notice within ten (10) calendar days of receipt thereof describing the action taken in response to the notice.

(c) **Resolution of Dispute.** If the Noticed Party disagrees with the Aggrieved Party's concern, the Disputing Parties shall each designate a member or members of its executive management to discuss the matter and attempt to resolve the dispute. (In the case of PSEG, this will be the President of PSEG Power Connecticut LLC and, in the case of the City, this will be the Mayor.) The representatives of the Disputing Parties shall meet in a Bridgeport location mutually agreed upon within twenty (20) calendar days of receipt of the Aggrieved Party's written notice. The Disputing Parties agree to use their good faith efforts to settle promptly any disputes or claims arising out of or related to this Agreement through their respective representatives and shall negotiate in good faith to resolve the dispute. All negotiations and discussions pursuant to this Section 14(c) shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and applicable rules of evidence in the State of Connecticut. If at any time either Party believes that continued discussions will not result in a resolution of the dispute, then such Disputing Party may pursue its rights and remedies at law in the manner described in Section 13.

(d) **Tolling Statute of Limitations.** All applicable statutes of limitation and defenses based upon the passage of time and similar contractual limitations shall be tolled while the discussions specified in this Article 14 are pending. The Disputing Parties will take such action, if any, required to effectuate such tolling. Without prejudice to the procedures specified in this Section 14, a Disputing Party may file a complaint for statute of limitations purposes if in its sole judgment it deems that such action may be necessary to preserve its claims or defenses. Notwithstanding such action, the Disputing Parties will continue to participate in good faith in the procedures specified in this Section 14.

15. **Joinder Agreements.** The Parties agree that any additional person, group or organization may become a Party to this Agreement and, upon executing a Joinder Agreement in the form attached hereto as Schedule C, shall become a Community Group for purposes of this Agreement.

Remainder of this page left intentionally blank.

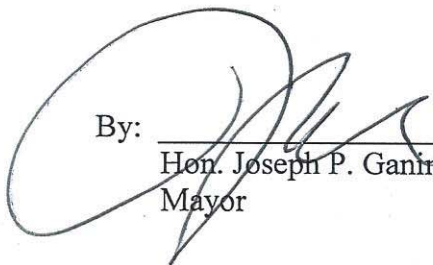
The following signatories of this Agreement represent that they are duly authorized to sign and enter into this Agreement on behalf of their respective organizations.

Dated this 25th day of February, 2016.


PSEG POWER CONNECTICUT LLC

By: 
Mark Strickland
Director, Fossil Environmental Affairs


CITY OF BRIDGEPORT

By: 
Hon. Joseph P. Ganim
Mayor

CONNECTICUT COALITION FOR
ENVIRONMENTAL AND ECONOMIC JUSTICE

By: 
Sharon E. Lewis
Executive Director

UNIVERSITY OF BRIDGEPORT

By: 
Neil Albert Salonen
President


SOUTH END NEIGHBORHOOD
REVITALIZATION ZONE COMMITTEE

By: 
Carmen Nieves
President

WEST SIDE/WEST END NEIGHBORHOOD
REVITALIZATION ZONE
IMPLEMENTATION COMMITTEE

By: 
Frank Borres
President

BLACK ROCK NRZ

By: 
Stephanie Barnes
Its Vice President (In conjunction with
and authorized by Gerry Manning, Its
President and the members of the NRZ
Board)

[ADDITIONAL SIGNATORIES ON ANY JOINDER AGREEMENT, IF ANY]

SCHEDULE A

CAC REPORT

Link to CAC Report:

<https://environmentaltaskforce.org/wp-content/uploads/2021/11/11.21-CAC-Report-2015.pdf>

SCHEDULE B

LIST OF ALL PERMITS AND APPROVALS NEEDED FOR PROJECT

Required Permits and Approvals

The following permits, approvals and authorizations are expected to be necessary for the development activities at the PSEG Power Connecticut LLC (PSEG) Bridgeport Harbor Generating Station (BHS) site. Final design details will dictate whether certain permits are necessary. PSEG anticipates that multiple submissions and applications may be needed in some cases. The timing of submission will vary based on site construction requirements. Some authorizations are specific to construction and others cover both construction and operations.

1. Connecticut Siting Council petitions and related filings
2. Environmental Justice Public Participation Plan, including a Community Benefits Agreement / Memorandum of Understanding (MOU)
3. Prevention of Significant Deterioration (PSD) Pre-Construction Permit
4. Non-minor modification of the existing Title V Air Permit for the BHS, and related filings
5. Clean Air Interstate Rule (CAIR) and Acid Rain Permits
6. Connecticut Department of Energy and Environmental Protection (DEEP): Compliance with Connecticut Coastal Zone Management Act
7. City of Bridgeport Site Plan / Coastal Site Plan approval and necessary variances, including coastal consistency review
8. Soil Erosion and Sediment Control, and stormwater management authorizations (City of Bridgeport Engineering office) and related DEEP approvals, as necessary for both construction and operations
9. United States Army Corps of Engineers (USACE) Individual or Nationwide Permit(s) and Connecticut DEEP Bureau of Water Protection & Land Reuse – Office of Long Island Sound Programs (for stormwater outfall(s) and any shoreline impacts)
10. USACE Jurisdictional Determination (for wetlands)
11. USACE Section 404 Approval (Programmatic General Permit) for construction activities near wetlands as necessary
12. USACE Individual Permit and Connecticut DEEP Structures and Dredging Permit, as necessary

13. Preparation of United States Coast Guard (USCG) response plan, if needed
14. Federal Aviation Administration notification (stack(s) and structures)
15. City of Bridgeport construction permitting (electrical, mechanical, plumbing, fire protection, etc.) and various curb / pavement / street permits for installation of utilities external to the site, and use of adjoining properties as necessary
16. Well / boring permits for geotechnical evaluations and remediation-related monitoring wells
17. Risk Management Plan, if applicable
18. City of Bridgeport Demolition permits
19. Soil disposal authorizations from CT DEEP, if needed
20. Remediation related authorizations / approvals and Remedial Action Workplan revisions as necessary
21. Offsite transmission interconnection construction authorization from New England ISO
22. Potable water supply authorizations and agreements
23. Wastewater discharge to City of Bridgeport Water Pollution Control Authority authorizations and agreements
24. National Pollutant Discharge Elimination System permit update
25. Spill Prevention Control and Countermeasures Plan updates
26. United States Coast Guard marine terminal authorizations as necessary
27. Additional permits, regulatory updates, or modifications for related activities based on specifics of final design

As noted, final design may result in changes to this listing associated with the development and construction activities at the BHS site. At the current time, and based on the approved conceptual design documents, this listing is representative of the anticipated permitting and regulatory authorizations associated with the BHS site projects.

SCHEDULE C

FORM OF JOINDER AGREEMENT

This Joinder Agreement (the "Joinder Agreement") to the Community Environmental Benefit Agreement entered into as of February 25, 2016 by and among PSEG Power Connecticut LLC, ("PSEG"), the City of Bridgeport ("City") and the Connecticut Coalition for Environmental Justice ("CCEJ") (the "Agreement"), is entered into as of _____, 2016 ("Effective Date") by and among _____, a [ENTITY TYPE] with a principal place of business located at _____ St. ___, ___ Floor, _____, ___ 00000 ("Joining Party") and the Parties.

WITNESSETH

WHEREAS, the Parties entered into the Agreement; and

WHEREAS, the Joining Party desires to become a Party to the Agreement and a Community Group as that term is defined and used in the Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree for themselves, their successors and assigns as follows:

1. **Preamble.** The above recitations are true and correct, and are incorporated herein by reference.
2. **Definitions.** Capitalized terms used without definition in this Joinder Agreement shall have the meanings assigned to them in or by reference in the Agreement.
3. **Joinder.** Joining Party, hereby expressly agrees to join the Agreement as a "Community Group" thereunder and to be bound by all of the terms and conditions thereof to the same extent as if Joining Party were originally named a "Community Group" therein. Without limiting the generality of the foregoing, Joining Party hereby expressly assumes all of the obligations, responsibilities and duties of a "Community Group" under the Agreement.

4. **Representations.** Joining Party hereby repeats for the benefit of the Parties each of the representations and promises set forth in Sections 3(b), (c) and (e) of the Agreement, with the same effect as if such representations and promises were set forth in full herein but by reference to the facts and circumstances existing on the date hereof and with each reference to “this Agreement” therein being deemed a reference to this Joinder Agreement and to the Agreement as amended by this Joinder Agreement.

5. **Notice**

(a) All notices required to be provided to the Parties pursuant to the Agreement shall be provided as set forth in Section 6 of the Agreement.

(b) All notices required to be provided to the Joining Party pursuant to this Joinder Agreement shall be provided to:

[INSERT ADDRESS, PHONE, FAX, EMAIL]

6. **Limitation on Amendment; Integration.** Except as expressly amended by this Joinder Agreement, each provision of the Agreement remains in full force and effect and is hereby ratified and confirmed in all respects. This Joinder Agreement shall be deemed an integral part of the Agreement, and from and after the date hereof, any reference to the Agreement in any other document shall be deemed a reference to the Agreement as amended to date, including as amended by this Joinder Agreement.

7. **Counterparts.** This Joinder Agreement may be executed in multiple counterpart, all of which taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Joinder Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

8. **Miscellaneous.** Each of Sections 7, 9, 10, 11, 12, 13 and 14 of the Agreement is hereby incorporated by reference with the same effect as if set forth in full herein, with each reference therein to “this Agreement” being deemed a reference to this Joinder Agreement and to the Agreement as amended by this Joinder Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

The following signatory of this Joinder Agreement represents that he or she is duly authorized to sign and enter into this Joinder Agreement on behalf of his or her respective organizations.

Dated this ____ day of _____, 2016.

[INSERT ENTITY NAME]

By: _____
[NAME]
[TITLE]
[ENTITY]
[ADDRESS]

Sec. 22a-20a. Environmental justice community. Definitions. Meaningful public participation plan. Community environmental benefit agreement. (a) As used in this section:

(1) “Environmental justice community” means (A) a United States census block group, as determined in accordance with the most recent United States census, for which thirty per cent or more of the population consists of low income persons who are not institutionalized and have an income below two hundred per cent of the federal poverty level; or (B) a distressed municipality, as defined in subsection (b) of section 32-9p;

(2) “Affecting facility” means any (A) electric generating facility with a capacity of more than ten megawatts; (B) sludge or solid waste incinerator or combustor; (C) sewage treatment plant with a capacity of more than fifty million gallons per day; (D) intermediate processing center, volume reduction facility or multitown recycling facility with a combined monthly volume in excess of twenty-five tons; (E) new or expanded landfill, including, but not limited to, a landfill that contains ash, construction and demolition debris or solid waste; (F) medical waste incinerator; or (G) major source of air pollution, as defined by the federal Clean Air Act. “Affecting facility” shall not include (i) the portion of an electric generating facility that uses nonemitting and nonpolluting renewable resources such as wind, solar and hydro power or that uses fuel cells, (ii) any facility for which a certificate of environmental compatibility and public need was obtained from the Connecticut Siting Council on or before January 1, 2000, or (iii) a facility of a constituent unit of the state system of higher education that has been the subject of an environmental impact evaluation in accordance with the provisions of sections 22a-1b to 22a-1h, inclusive, and such evaluation has been determined to be satisfactory in accordance with section 22a-1e;

(3) “Meaningful public participation” means (A) residents of an environmental justice community have an appropriate opportunity to participate in decisions about a proposed facility or the expansion of an existing facility that may adversely affect such residents' environment or health; (B) the public's participation may influence the regulatory agency's decision; and (C) the applicant for a new or expanded permit, certificate or siting approval seeks out and facilitates the participation of those potentially affected during the regulatory process; and

(4) “Community environmental benefit agreement” means a written agreement entered into by the chief elected official or town manager of a municipality and an owner or developer of real property whereby the owner or developer agrees to develop real property that is to be used for any new or expanded affecting facility and to provide financial resources for the purpose of the mitigation, in whole or in part, of impacts reasonably related to the facility, including, but not limited to, impacts on the environment, including, but not limited to, air quality and watercourses, quality of life, asthma rates, traffic, parking and noise.

(b) (1) Applicants who, on or after January 1, 2009, seek to obtain any certificate under chapter 277a, new or expanded permit or siting approval from the Department of Energy and Environmental Protection or the Connecticut Siting Council involving an affecting facility that is proposed to be located in an environmental justice community or the proposed expansion of an affecting facility located in such a community, shall (A) file a meaningful public participation plan with such department or council and shall obtain the department's or council's approval of such plan prior to filing any application for such permit, certificate or approval; and (B) consult with the chief elected official or officials of the town or towns in which the affecting facility is to be located or expanded to evaluate the need for a community environmental benefit agreement in accordance with subsection (d) of this section.

(2) Each such meaningful public participation plan shall contain measures to facilitate meaningful public participation in the regulatory process and a certification that the applicant will undertake the measures contained in the plan. Such plan shall identify a time and place where an informal public meeting will be held that is convenient for the residents of the affected environmental justice community. In addition, any such plan shall identify the methods, if any, by which the applicant will publicize the date, time and nature of the informal public meeting in addition to the publication required by subdivision (3) of this subsection. Such methods shall include, but not be limited to, (A) posting a reasonably visible sign on the proposed or existing facility property, printed in English, in accordance with any local regulations and ordinances, (B) posting a reasonably visible sign, printed in all languages spoken by at least fifteen per cent of the population that reside within a one-half of

a mile radius of the proposed or existing facility, in accordance with local regulations and ordinances, and (C) notifying local and state elected officials, in writing. Such methods may include notifying neighborhood and environmental groups, in writing, in a language appropriate for the target audience. The determination of the percentage of persons that speak a language, for purposes of subparagraph (B) of this subdivision, shall be made in accordance with the most recent United States census.

(3) Not less than ten days prior to the informal public meeting and not more than thirty days prior to such meeting, the applicant shall publish the date, time and nature of the informal public meeting with a minimum one-quarter page advertisement in a newspaper having general circulation in the area affected, and any other appropriate local newspaper serving such area, in the Monday issue of a daily publication or any day in a weekly or monthly publication. The applicant shall post a similar notification of the informal public meeting on the applicant's web site, if applicable.

(4) At the informal public meeting, the applicant shall make a reasonable and good faith effort to provide clear, accurate and complete information about the proposed facility or the proposed expansion of a facility and the potential environmental and health impacts of such facility or such expansion.

(5) The Department of Energy and Environmental Protection or the Connecticut Siting Council shall not take any action on the applicant's permit, certificate or approval earlier than sixty days after the informal public meeting. For any such application filed on or after November 1, 2020, if the applicant fails to undertake the requirements of subparagraphs (B) to (D), inclusive, of subdivision (2) of this subsection or subdivision (3) or (4) of this subsection, any such application shall be deemed insufficient.

(6) In the event that the Connecticut Siting Council has approved a meaningful public participation plan concerning a new or expanded facility and an informal public meeting has been held in accordance with this subsection, the Department of Energy and Environmental Protection may approve such plan and waive the requirement that an additional informal public meeting be held in accordance with this subsection.

(c) Any municipality, owner or developer may enter into a community environmental benefit agreement in connection with an affecting facility. For any application filed on or after November 1, 2020, for such an affecting facility that: (1) Requires a certificate under chapter 277a, or (2) constitutes a new or expanded permit or siting approval from the Department of Energy and Environmental Protection or the Connecticut Siting Council, and that is located in an environmental justice community or is proposed to be located in such a community, the applicant shall enter into such an agreement with the municipality if there are five or more affecting facilities in such municipality at the time such application is filed. Mitigation may include both on-site and off-site improvements, activities and programs, including, but not limited to: Funding for activities such as environmental education, diesel pollution reduction, electric vehicle charging infrastructure construction, establishment of a wellness clinic, ongoing asthma screening, provision of air monitoring performed by a credentialed environmental professional, performance of an ongoing traffic study, watercourse monitoring, construction of biking facilities and multi-use trails, staffing for parks, urban forestry, support for community gardens or any other negotiated benefit to the environment in the environmental justice community. Prior to negotiating the terms of a community environmental benefit agreement, the municipality shall provide a reasonable and public opportunity for residents of the potentially affected environmental justice community to be heard concerning the requirements of or need for, and terms of, such agreement.

(d) The chief elected official or town manager of a municipality shall participate in the negotiations for any such community environmental benefit agreement and shall implement, administer and enforce such an agreement on behalf of the municipality, provided any such agreement negotiated pursuant to this section on and after November 1, 2020, shall be approved by the legislative body of the municipality prior to implementation, administration and enforcement of such agreement.

(e) The terms of any community environmental benefit agreement negotiated, entered into and approved in accordance with this section on and after November 1, 2020, shall not constitute a separate and distinct basis for a pleading to intervene in any administrative, licensing or other proceeding pursuant to section 22a-19.

STAFF

Patrick Carleton, AICP, Deputy Director

Lawrence Ciccarelli,
Administrative Services Director

Devin Clarke, Regional Planner

Matt Fulda, Executive Director

Mark Hoover, GIS Director

Colleen Kelleher, Finance Director

Robert Kulacz, P.E., Engineer

Lindsay Naughton, Regional Planner

Hannah Reichle, Regional Planner

Meghan Sloan, AICP, Planning Director

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