

**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 (“SENZR”), 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.

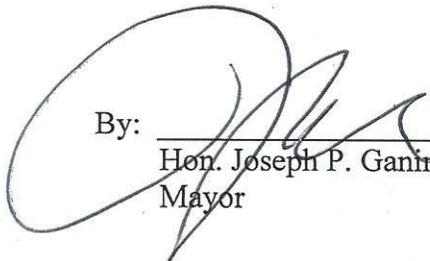
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The following signatories of this Agreement represent that they are duly authorized to sign and enter into this Agreement on behalf of their respective organizations.  
Dated this 25<sup>th</sup> day of February, 2016.

PSEG POWER CONNECTICUT LLC

By:   
Mark Strickland  
Director, Fossil Environmental Affairs

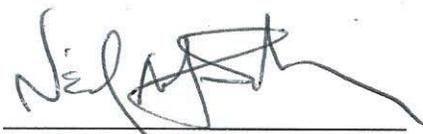
CITY OF BRIDGEPORT

By:   
Hon. Joseph P. Ganim  
Mayor

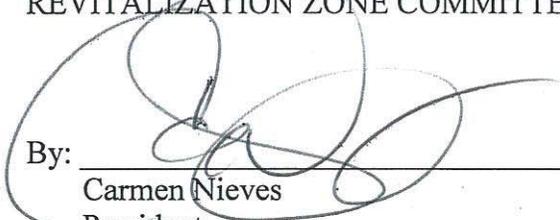
CONNECTICUT COALITION FOR ENVIRONMENTAL AND ECONOMIC JUSTICE

By:   
Sharon E. Lewis  
Executive Director

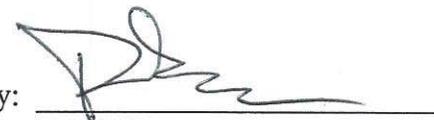
UNIVERSITY OF BRIDGEPORT

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]

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**SCHEDULE A**

**CAC REPORT**

**(Incorporated by Reference)**

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## 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]**



EXHIBIT G-2  
Press Release Announcing  
Signing of Community  
Environmental Benefits  
Agreement

**MAYOR JOSEPH P. GANIM  
BRIDGEPORT, CT**

**For Immediate Release**  
February 25, 2016

**For More Information:**

Av Harris (203) 814-7992

[av.harris@bridgeportct.gov](mailto:av.harris@bridgeportct.gov)

Paul Rosengren (PSEG Power) – 201-417-8825

[Paul.rosengren@pseg.com](mailto:Paul.rosengren@pseg.com)

## **MAYOR GANIM, PSEG POWER AND BRIDGEPORT COMMUNITY GROUPS SIGN HISTORIC COMMUNITY ENVIRONMENTAL BENEFIT AGREEMENT**

**PSEG PLEDGES \$2,000,000 FUND TO SUPPORT ENVIRONMENTAL AND HEALTH  
PROJECTS IN BRIDGEPORT AS PART OF AGREEMENT TO REPLACE COAL-FIRED  
POWER PLANT WITH 485 MW NATURAL GAS FACILITY**

**BRIDGEPORT, CT** – PSEG Power Connecticut and Bridgeport Mayor Joe Ganim today signed a Community Environmental Benefit Agreement (CEBA) associated with the construction of a new gas-fired plant in Bridgeport. The agreement was also signed by the Connecticut Coalition



for Environmental Justice, the University of Bridgeport, South End Revitalization Zone Committee and West Side/West End Neighborhood Revitalization Zone Implementation Committee. Among the components of the CEBA, PSEG Power Connecticut agreed to establish a \$2 million Community Environmental Fund administered by the Fairfield County Community Foundation or a similar organization recommended by Bridgeport Environmental Task Force. Community organizations and governmental entities can apply for grants through the fund to support the following:

- Health-related projects for Bridgeport residents
- Improvements focused on creating environmental benefits for Bridgeport residents
- Finalizing plans to retire the coal-fired Bridgeport Harbor Station Unit 3 power plant
- Ideas to consider investments in renewable energy projects
- Assignment of a Community Liaison Officer to be the main point of contact with community groups and work with the community to support local and regional hiring.

Implementing the agreement is conditioned on receiving key permits necessary for construction.

“This community environmental benefits agreement is a huge boost to our community and just one of the many positive impacts resulting from the building of the new natural gas fired power plant,” said Mayor Ganim. “This fund will benefit Bridgeport residents for generations, and so will the overall \$550 million construction of the new plant. This will create hundreds of jobs, replace the last coal fired plant in Connecticut, and contribute an estimated \$5,000,000 annually to our tax base. This will move us to a cleaner energy future and give us reliable power for many years.”

Mayor Ganim continued, “I thank both PSEG, our Economic Development Director David Kooris, our city councilors, and all of the community groups and leaders who worked hard together to make this happen. This is a watershed moment in Bridgeport’s history that will do a lot to steer our future in a positive direction.”

“PSEG is committed to being a good neighbor in Bridgeport. We look forward to working with the City and community groups to maximize the benefits of this agreement,” said Richard P. Lopriore, president of PSEG Fossil. “This agreement is in addition to the economic activity and jobs that will be created during construction and increased tax revenues for the city.”

PSEG Power is building a 485 MW gas-fired combined-cycle power plant. The plant, which represents an investment of more than \$550 million, is targeted to be completed and supplying needed energy to the Connecticut region for the year beginning June 2019. The plant will be located at PSEG Power Connecticut’s existing Bridgeport Harbor Station site. The plant will create 350 construction jobs and approximately 20 permanent jobs. PSEG Power is a subsidiary of **Public Service Enterprise Group Incorporated (PSEG)** (NYSE:PEG), a diversified energy company ([www.pseg.com](http://www.pseg.com)).