

### Berlin Brownfields Remediation Project Description

The plan is that the Town would enter into an agreement with CCRPA to pass through the grant funds and to require that the Town take care of compliance with all grant terms and conditions. The Town would then enter into contracts with consultants and contractors to complete the work.

### Proposed Project Activities

Phase I & II site investigations and a conceptual RAP were done by GZA in 2005 under an EPA brownfield TSA grant administered by DEP and DECD (Exhibit 5) and Phase II and III Environmental Site Assessments were done by Fuss and O'Neill in 2010 and 2011 under an EPA brownfield TSA grant administered by CRCOG and Metro-Hartford Alliance (Exhibit 6). Fuss and O'Neill subsequently prepared the Remedial Action Plan for the site under contract to the Town (Exhibit 7).

The site is in a prominent location on the Town's main local commercial corridor and only 50 feet from the site of the Berlin Train Station. Regional Brownfield and Economic Development Grant funding is requested for remediation of 889 Farmington Avenue and hazardous materials abatement.

Two (2) activities are proposed to prepare the site. The first activity is hazardous material abatement of existing buildings that will include asbestos abatement, lead based paint abatement, universal waste abatement, chlorofluorocarbons abatement, PCB remediation and necessary consulting services. Based on a report and cost estimate prepared by Eagle Environmental, Inc., the budget for hazardous materials abatement is \$128,057 (Exhibit 8)

The second activity is the remediation of soil contamination hot spots. Since the exact site reuse is not precisely defined, the Remedial Action Plan presents a menu of options for dealing with site contamination. In general, the identified site soil contaminants are polluted fill, VOCs, SVOCs, PCBs and metals. VOCs were the primary groundwater contaminant. 889 Farmington Avenue is in a GB groundwater classification area served by public water supply with no known

drinking water wells nearby. The goal of the RAP is to implement a cost effective plan to cap the site to eliminate direct exposure to contaminated soils and to provide vapor protection for buildings constructed as part of the future redevelopment project. The Grant will complete the initial stages of this remedial action approach. The remedial work to be completed as part of the Regional Brownfield grant project are the excavation of PCBs and pollutant mobility hot spots (\$323,000) and other costs associated with remediation (\$30,000).

In addition, Fuss and O'Neill has described three types of engineered and institutional controls to render soil inaccessible beneath landscaped areas, paved areas and under buildings. The total cost estimated for these engineered and institutional controls in the RAP is \$339,000. \$249,000 is the estimated cost for vapor barriers and SSDS for site buildings to prevent vapors from migrating into occupied spaces in buildings. The engineered institutional controls as recommended in the RAP will be completed in the redevelopment phase of the project.

With the fill and contaminated soil conditions and high water table the Town recognized that the geotechnical conditions of the site for future redevelopment would need to be evaluated. The Town hired Dr. Clarence Welti, P.E., P.C. to prepare the initial geotechnical report. In general the report indicates that the site will require additional preparation for building foundations and parking. These recommendations will be partially satisfied by the contaminated soil capping requirements in the Remedial Action Plan. Therefore, there will be added development costs associated with the site's geotechnical conditions but we believe that the redevelopment will still be economically feasible because of the site's desirable location next to the Train Station on the busy Farmington Avenue corridor.

The Town also plans to apply for liability relief under the Brownfield Remediation and Revitalization Program because it will provide appropriate liability relief to the Town and to the subsequent developers of the 889 site (since the liability relief is transferrable). The Town is not the responsible party for the contamination of 889 Farmington Avenue so it is appropriate for the Town to enroll in the Brownfield Remediation and Revitalization Program.

The Town is also pursuing funding from other sources including the Office of Policy and Mangement's Transit Oriented Development grant program and the Department of Economic and Community Development's Brownfield Revolving Loan Fund (grant portion) Therefore Berlin's 889 Farmington Avenue project could also be partially funded from other sources to complete the building demolition, the filing of the ELUR and other environmental administrative costs as described in the RAP.

**Berlin Regional Brownfield Grant  
Project Costs**

Category	Amount
Hazardous Materials Abatement	\$128,057
Remediation of Contamination Hot Spots	\$323,000
Other Remediation and Administrative Costs	\$30,000
Contingency	\$18,943
<b>Total</b>	<b>\$500,000</b>

- Local share contribution is articulated in question 36 table.

**Project Timeline**

January	2013	Execution of Regional Brownfields grant agreement
February	2013	Consultant contracts for preparation of bid specs for hazardous materials abatement, ground water pilot study, demolition and hot spot remediation, and for environmental consulting services
March	2013	Submit PCB abatement plan to DEEP
April	2013	Bid building demo and hazardous materials abatement subject to DEEP approval of PCB plan
June	2013	Application for participation in DEEP Brownfield Remediation and Revitalization Program approved
June	2013	Award bid for building demo and hazardous materials abatement
July	2013	Submit ELUR and RAP pursuant to DEEP Brownfield Remediation and Revitalization Program
July - August	2013	Building hazardous materials abatement and building demo
October	2013	DEP approves LEP designation
December	2013	Bid PCB and hot spot remediation and temporary site restoration
February	2014	Award bid PCB and hot spot remediation and start work
March	2014	Contract with consultant to assist with developer RFP
June	2014	Issue developer RFP
August	2014	Complete PCB and hot spot remediation and temporary site restoration
August	2014	Receive developer responses to the RFP
October	2014	Select a preferred developer for the site
April	2015	Convey title to developer



Application Instructions  
Office of Brownfield Remediation and Development

This application for financial assistance is used to determine applicant, project and program eligibility. This is a multi-purpose application for a number of state and federal funding programs and will be used to match a project with the resources that are available at the time of your request. This application may be reviewed by the CT DEEP and the US EPA. Other documentation may be requested. Please answer all of the questions the best you can. Attach additional sheets where necessary. Indicate 'NA' for 'not applicable' and 'not known' if needed.

The Municipal Brownfield Grant Program is competitive and is open only to municipalities and economic development agencies associated with the municipality. The Regional Brownfield & Economic Development Grant is also competitive and is open to municipalities, economic development authorities, regional economic development authorities, or qualified nonprofit community and economic development corporations.

Who should not complete this Application:

- 1) Do not complete this form if you do not own the site and you do not have written permission from the owner(s) to access the site. Municipalities have certain rights as described in Section 22a-133dd. Please consult your attorney about these rights.
- 2) Do not complete this application if your project is a Superfund site; under the authority of the U.S. Environmental Protection Agency; considered a Resource Conservation and Recovery Act (RCRA) site; subject to a consent order or fine by the CT Energy & Environmental Protection; or owned or sold to you by the U.S. government, an agency of the U.S. government or a branch of the U.S. military.

Please return the completed application and required attachments to:

Office of Brownfield Remediation and Development (OBRD)  
Department of Economic and Community Development  
State of Connecticut  
505 Hudson Street  
Hartford, CT 06106  
860-270-8095 hotline

Office of Brownfield Remediation and Development (OBRD)

Consolidated Application Form

Check the funding source(s) that are being applied for:

<input type="checkbox"/>	Municipal Brownfield Grant Program
<input checked="" type="checkbox"/>	Regional Brownfield & Economic Development Grant
<input type="checkbox"/>	EPA Site Assessment Program
<input type="checkbox"/>	Statewide EPA RLF Program
<input type="checkbox"/>	Hartford EPA RLF Program
<input type="checkbox"/>	Special Contaminated Remediation Insurance Fund (SCPRIF)
<input type="checkbox"/>	Urban Sites Remedial Action Program (USRAP)
<input type="checkbox"/>	Targeted Brownfield Development Loan Program
<input type="checkbox"/>	Abandoned Brownfield Cleanup (ABC) Program
<input type="checkbox"/>	Remedial Action and Redevelopment Municipal Grant Program
<input type="checkbox"/>	CBRA Tax Increment Financing Program (future use)
<input type="checkbox"/>	Urban Act (future use)
<input type="checkbox"/>	MAA (future use)



State of Connecticut  
Department of Economic and Community Development  
Office of Brownfield Remediation and Development Application

SECTION I. APPLICANT/OWNER INFORMATION

1. Applicant (full legal name): Central Connecticut Regional Planning Agency  
Municipality  Economic Development Corporation  Regional Agency X Non-profit  Private Developer   
Other (specify): \_\_\_\_\_

Note: Please include copy of 501(c) 3 or corporate certificate. In addition, if applicant is a for-profit company, please include 3 years of financials.

Related to Responsible Party: Yes  No  Details: Town foreclosed on property in September of 2009

2. Address: 225 N. Main Street, Suite 304, Bristol, CT 06010

3. Contact person: Carl Stephani Title: Executive Director  
Phone: 860-589-7820 Fax: 860-589-6950 Email: director@ccrpa.org

4. Owner of record (if applicant is owner please indicate): Town of Berlin

Note: Please provide copy of the property tax card. If Applicant is not the Property Owner, then written permission granting site access or intention to acquire title to property must be provided with this application. If the applicant does not have access rights to property, the project will not be funded.

5. Owner Address: Town of Berlin, 240 Kensington Rd, Berlin, CT 06037

6. Owner (Contact): Jim Mahoney, jimahoney@town.berlin.ct.us Title: Econ Dev Director  
Phone: \_\_\_\_\_ Fax: 860-828-7180, phone 860-828-7005 Email: \_\_\_\_\_

SECTION II. PROJECT NEED AND OBJECTIVES

7. Assistance Requested: Amount: \$500,000 Nature of assistance (Grant, Loan etc.): Grant

8. Project Need and Objective (briefly describe project need, financial assistance need, and the final objective of proposed project): See Attached (next page) Q-8

9. Proposed Project Activities (with this assistance) (Please give details of what activities - site investigation, remediation, development etc. - are being proposed to be funded): See Attached (next page) Q-9

10. Proposed Development: No. of units: 16 est. Square feet: 30,000 est. Other  
Residential  Commercial  Industrial  Mixed use  Other: \_\_\_\_\_

11. Previous Application(s) for Funding (Indicate if previously applied for DECD or any other state agency assistance. If so, provide details - dates and results): February 2010 - Brownfield Pilot Grant application to DECD; August 2011 TOD application to OPM; DECD Clean-up Pilot September 2011, Municipal Brownfield Grant Application to DECD, 2012, approved for \$382,500

SECTION III. PROPERTY DETAILS AND DISCLOSURE

12. Property address(es): (Note: Include map showing site location) 889 Farmington Avenue; see exhibit 9

13. Property is also known as: \_\_\_\_\_

14. Property is: Vacant  Abandoned  Underused  Operating as: \_\_\_\_\_  
How long has the property been in the above condition? February 18, 2010

15. Taxes: Current  Delinquent  Amount due: \_\_\_\_\_

Liens/Encumbrances (list all associated with the project):

Federal Withholding	Federal Income	State Sales	State Income	Real Property	Unemployment Insurance	Personal Pro
\$	\$	\$	\$	\$	\$	\$

16. Site Specifics: Zoning: CCD-2 # of acres: 1.65 # of buildings: 2 Total SF: 25,000

Is the site a municipal foreclosure? Yes  No  If yes, (anticipated) date of foreclosure: 7-27-09

Is the Applicant, or any individual owning more than 10% of the entity, a party to any claim or lawsuit? Yes  No  If yes, provide details. \_\_\_\_\_

Is the Applicant, or any individual owning more than 10% of the entity, ever filed a bankruptcy petition or had a bankruptcy filed against it? Yes  No  If yes, attach copies of filings. \_\_\_\_\_

Will property be sold or transferred? Yes  No  If yes, (anticipated) date of sale/transfer: 4/2014

17. Public disclosure, cooperation, and security:

Your application and the contents of your application and our discussions with you are subject to public disclosure. We may communicate with the municipality, state agencies, including CT Department of Energy & Environmental Protection, CT Department of Public Health, and the U.S. Environmental Protection Agency, and the general public. You or the owner may be requested to enroll in the CT DEEP Voluntary Remediation Program, and to cooperate with the CT DEEP and the EPA. State funding may require placement of a lien. In addition, if applicant is a private corporation, a personal guaranty may be also required from each owner of 10% or more.

If you agree to the above, please check "Yes": Yes  No

18. Ownership and subsidiaries: (List Names, Titles, and % Ownership of Stockholders over 10% who own this property.)

Note: Attach separate pages, as necessary. If other organizations are affiliated, please attach a chart of your corporate structure.

Town of Berlin - 100%

19. Is Site a Brownfield? (changes from new PA)

\*\*\* or expansion  
\*\*\*\* investigation or

C.G.S. § 32-9kk (a) (1) defines brownfields as any abandoned or underutilized site where redevelopment and reuse (\*\*\*) has not occurred due to the presence or potential presence of pollution in the buildings, soil or groundwater that requires (\*\*\*\*) remediation before or in conjunction with the restoration, redevelopment and reuse of the property.

Yes  No  Unknown  Comments \_\_\_\_\_

20. Groundwater Classification: GAA  GB  GA  GC ; Private Well ; Public Water

21. Is site in a 100-year floodplain? Yes  No  A 500-year floodplain? Yes  No

Historic property/structure? (as appearing on the national, state or local register) Yes  No

Is site an existing mill? Yes  No  Is site on an existing wetland? Yes  No

Comments (Does project have required floodplain, SHPO, or wetland permits or have they been applied for?) Note: Please include copies of any permits or communication regarding the same: \_\_\_\_\_

22. Is contamination on the site confirmed?

Yes  No

If so, indicate time frame in which the contamination

Industrial site since at least 1952

Is the CT Department of Energy & Environmental Protection aware of this project? If so provide DEEP contact.

Yes  No

David Ringquist - DEEP

Has the potentially responsible party been identified?

Yes  No

Who is the potentially responsible party? **TBD: Marian Rozycki former owner; Pioneer Precision - tenant**  
 Is there off-site contamination? Yes  No  Unknown   
 Is property an Establishment and subject to the CT Transfer Act? Yes  No   
 23. Has Environmental Conditions Assessment Form (ECAAF) been filed? I  II  III  IV  None   
 Details (of who will sign):

24. History of Environmental Activities (Complete this table and insert "This Request" where appropriate. This table will also be used to understand "readiness to proceed.") Submit electronic or hard copies of environmental reports.

	Consultant	Date Completed	Results/ Future Actions/Cost
			Estimates
Phase I ESA	GZA	9/2005	Conceptual RAP estimates clean up costs at \$300,000-\$635,000 plus added investigation cost. Cost estimate subject to Phase III
Phase II ESA	Fuss & O'Neill, Inc	8/2010	Phase III recommended
Phase III ESA	Fuss & O'Neill, Inc	8/2010	Soil and groundwater characterized
Remedial Action Plan	Fuss & O'Neill, Inc	8/2010	Remediation approach includes soil hot spot remediation, groundwater study, CAP, vapor control, and institutional control
Asbestos/Lead Surveys	Eagle Environmental	8/2010	Cost estimate \$128,057
Demolition	Jacunski Humes	8/2010	Cost estimate \$216,000
Abatement and/or Remediation			

**SECTION IV. ECONOMIC DEVELOPMENT AND OTHER BENEFITS**

25 a. Current jobs: 0      25 b. Jobs that will be lost without project: N/A  
 25 c. Total expected new jobs as a result of improved site: Temporary: 10      Permanent: TBD  
 26. Projected increase in contribution to municipality's tax base: \$ 3.4 million in assessed value

Current Actual	Projected 1 <sup>st</sup> Year	Projected 2 <sup>nd</sup> Year	Projected 3 <sup>rd</sup> Year	Projected Year 4-10	Projected 11-15
\$	\$	\$	\$	\$	\$

**27. Community Impact:**

A. Prime location: Indicate if project area is within a prime location such as the downtown, a thoroughfare or the community gateway. Also, name the general area that the project will be a part of.  
 Yes  No  Area details: The project is a TOD site on Farmington Avenue within 50' of the Berlin Train Station.

B. Landmark: Indicate if the project would be a neighborhood landmark. Yes  No

28. Part of Regional Comprehensive Economic Development Strategy (CEDs)? CEDs is a document prepared by a regional planning or economic development agency seeking to apply for federal funds. Being a part of CEDs is an indicator that the project has regional economic development significance. Please note that this question pertains only to economic development projects.  
 Yes  No  Other Comments: The project is listed as a vital project in the recently completed Central Connecticut Regional Planning Agency CEDs.

**29. Housing**

A. Incentive Housing Zones. In its effort to reduce sprawl and conserve land, the state has introduced the Incentive Housing Zone program (see C.G.S § 8-13n) whereby municipalities are encouraged to create zones that allow higher density housing.

Has your municipality (in which the property falls) enrolled in the state's HOMEConnecticut Incentive Housing Zone program (visit [www.homeconnecticut.org](http://www.homeconnecticut.org) for details)? Yes  No  IHZ study of the site is underway  
 Has your municipality pursued building higher density housing after adoption of the incentive housing overlay zone? Yes  No  The Town has 88 units of workforce housing under construction and it already has an 8-30g moratorium for making significant progress in creating affordable housing. The IHZ study for the Train Station area is also underway.

B. Workforce Housing Development: Workforce housing is defined as affordable housing for the typical worker. Workforce housing is an indicator of steps being taken to retain Connecticut's workforce in the state.

Does the project promote workforce housing? Yes  No  Other Comments:

**SECTION V. READINESS TO PROCEED**

**30. Project Plan:**

A. What stage of planning is the project in?

No plan  Conceptual  Schematic  Design and Development  Construction Drawings

Comments: A conceptual plan for redevelopment of the site in conjunction with the Berlin Train Station was prepared for the Town by Michael Baker Engineering and is included as exhibit #1 with this application

31. End Use: The more detailed the end uses are, the closer it is that a project is ready to be implemented. Is the type of end use (e.g. industrial, mixed use etc.) and the size (number of units, square footage etc.) known? Or is the type of the project only known with specifics such as size of the project to be determined later? Or is the end use not identified or known at all?

Type and size known  Only type known  End use not identified or known  The IHZ study will help the Town refine its plan for a mixed use or commercial project that will link the Town's new Police Station with the Train Station

A. Is there intent to sell the property after clean-up?

No  Yes, buyer known  Yes, buyer unknown

Details of buyer (if known): The redevelopment of this property is important because it is near the Berlin train Station. The Town is considering selling the property for commercial or mixed use redevelopment.

32. Partnerships/Agreements (provide details, if needed): (Note: Please provide copies of any agreements, RFPs/RFQs and/or selection or contract awards.)

Partnerships or agreements been made?  RFP/RFQ been sent out?  Has a developer been identified?   
 Details: RFP process planned to occur during the remediation process

**33. Project Timeline:** When is the project ready to start using this requested funding?  
See Attached exhibit 13

**34. Permits and approvals:** Please list all required permits and approvals with status.  
See attached Exhibit 14

**SECTION VI. DEMONSTRATION OF FINANCIAL NEED**

**35. Project Financials Table:** Please complete the table below showing the sources and uses of funds. Attach separate tables if required.

Project Activity (Use of Fund)	Source of Fund					Total
	DECED	Other State funds	Federal	Local	Private	
Land purchase				\$542,000		\$542,000
Environmental						
Assessment				\$100,399		\$100,399
Remediation	\$500,000					\$500,000
Abatement						
Monitoring						
Demolition						
Construction						
Administration soft costs						
Development fee						
Legal costs						
Other costs						
Other costs						
Other costs						
<b>Total</b>	\$500,000			\$642,399		\$1,142,399

**Comments:** Please include any details that cannot be included in the table. Example, details of type of fund (cash, grant, or loan); any specifics regarding source of funds; or any requirement for matching funds or collateral.

- **At the time of foreclosure in September of 2009, Marian Rozycki owed the Town \$542,000 in back taxes plus interest.**
- **The cost of the CROG/Metro Hartford's Brownfields Assessment Program phase II & III ESA was \$82,979. To date the Town has invested \$17,400 for the RAP, hazardous materials assessment and geotech report.**

**36. Applicant's Commitment of Funds:** Please confirm that private funds are committed and available. In addition, should the funding be approved, has the bank financing been secured? (*Note: Please provide documentation confirming the above.*) All local funds referenced in the financial table have already been spent.

**SECTION VII. ENVIRONMENTAL BENEFITS (CONSISTENT WITH RESPONSIBLE GROWTH)**

Note: It is important to note that proposed projects do not have to satisfy all of the responsible growth criteria. This process will help identify projects that are more supportive of the state's responsible growth policies. Please provide narrative discussion if required to support any of your answers.

**37. Regional Collaboration:** Is the project a regional collaboration effort of two or more municipalities? Yes  No  Comments: The Phase II & III ESA were funded by the CRCOG/Metro Hartford Brownfields Assessment Program; the project is also related to the New Haven/Hartford/Springfield Rail Project

**38. Public Utility Service Area:** Is the project within an existing public utility service area? Yes  No  If no, would the project need new public utilities? Yes  No  Details:

**39. Old Mills/Historic Buildings:** Does the project include or assist in reuse or rehabilitation of any old mills or historic buildings (appearing on the national Register of Historic Places, State Register, or a designated Local Historic Property)? Yes  No  Details:

**40. Transit-oriented Development (TOD), Public Transit and Pedestrian Environment:**

- A. Is the project a TOD? Yes  No
- B. Is the proposed project within about half a mile from a train station or a bus transit stop? Yes  No
- C. Does the project have any features that would encourage use of public transit? (Example: bus shelters, bus pull-offs, train station facilities, sidewalks, shuttle buses, bicycle lockers, etc.) Yes  No
- D. Does the project area (half-mile radius of site) have sidewalks and/or pedestrian and bicycle facilities? Yes  No

Details: The site is located within 50' of the train station parcel and its redevelopment is critical to the redevelopment of the Berlin Train Station, an important public transportation hub. The project is an important aspect of a four part revitalization plan for the train station core area.

**41. Mixed-use Development:**

- A. Is the project a mixed-use development? Or does the project area (half-mile radius of site) include a variety of land uses such as residential, commercial, office, retail, etc.? Or does the project address obtain a walkscore™ (approximate measure of the proximity from the project site to variety of land uses – go to www.walkscore.com) of 50 or more? Yes  No  Walkscore™ :
  - B. Does the project application include any zoning changes to enable mixed-uses in the project site or general project area? Yes  No  TBD
- Comments: The need for zoning changes has not yet been determined but the area is undergoing a State funded Incentive Housing Zone Program study.

**42. Sustainable Standards (provide details if necessary):**

- A. Are LEED, ASTM, Green Globes or any other comparable best management practices/standards for green building design proposed to be used? Yes  No  The Town Council passed a resolution regarding LEED design practices that will apply if the Town builds a major facility on the site for Town use.
- B. Will construction and/or appliances and fixtures meet ENERGY STAR standards? Or does the project propose to use alternative energy sources such as wind, solar, hydro, geothermal, etc.? Yes  No  If the Town builds a major facility on the site for Town use then applicable Energy Star standards will be followed.
- C. Does the project promote land conservation through the use of higher densities, compact building design, smaller lot sizes, smaller setbacks, etc.? Yes  No  The project will reuse a site that is already developed.
- D. Does the project incorporate other sustainable development practices such as water conservation, good storm water management techniques, natural resources conservation and/or other comparable sustainable standards, conditions or characteristics? Yes  No  TBD based on the project

**SECTION XIII. ATTACHED DOCUMENTS (CHECKLIST)**

Please indicate which documents are attached. Please do not include original document, only copies.

- Applicant/Ownership/Site Information:
  - 501(c) 3 or corporate certificate (see Item 1)
  - 3 years of financials if for-profit company (see Item 1)
  - Business Pro Forma
  - Property tax card, rights to site access and/or intention to acquire title to property (see Item 4)
  - Site Location map (see Item 13) SEE EXHIBIT 9
  - Ownership and Subsidiary Information (see Item 19)
- Environmental Information
  - Permits (see Item 21 and 35) SEE EXHIBIT 11
  - Correspondence, consent orders, violations, corrective action from EPA/DEEP, RCRA Permit (see Item 24)
  - Environmental Site Assessments (Phase I, II, III), RAPS, Cost Estimates (see Item 24) See EXHIBITS 5-8
  - Environmental Land Use Restriction, Environmental Conditions Assessment Form (see Item 23)
- Readiness to Proceed/Financials
  - Agreements, RFPs/RFQs, and/or selection or contract awards (see Item 33)
  - Applicant's commitment of funds (see Item 33)
- Other enclosed documents that would be helpful to evaluate your request for financial assistance:
  - Please describe: Foreclosure by sale committee deed See EXHIBIT 12
  - Please describe: Concept plan prepared – see LIST OF EXHIBITS
- For all applicants:
  - State of Connecticut State Elections Enforcement Commission Form 10 (N/A for municipalities)

**SECTION IX. CERTIFICATION BY APPLICANT**

It is hereby represented by the undersigned that, to the best of my knowledge and belief, no information or data contained in the application, the financial statements or in the attachments are in any way false or incorrect, and that no material information has been omitted. The undersigned agrees that banks, credit agencies, the Connecticut Department of Labor, the Connecticut Department of Revenue Services, the Connecticut Department of Energy & Environmental Protection, the U.S. Environmental Protection Agency and other references are hereby authorized now, or anytime in the future, to give the Connecticut Department of Economic and Community Development any and all information in connection with matters referred to in this application, including information concerning the payment of taxes by the applicant. In addition, the undersigned agrees that any funds provided pursuant to this application will be utilized exclusively for the purposes represented in this application, as may be amended. The undersigned understands that the Connecticut Department of Economic and Community Development's agreement to review this application is in no way a commitment to provide funding. Such a commitment can be provided only following the execution of a contract between the applicant and the State of Connecticut. As such, any funds expended by the applicant prior to these approvals will be done entirely at the risk of the applicant.

Signature	Executive Director	Date
Print Name	Central Connecticut Regional Planning Agency	Organization
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**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**  
 20 Trinity Street Hartford, Connecticut 06106-1628

SEEC FORM 10

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on page 2):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**— Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The state will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Receipt Acknowledged:

\_\_\_\_\_  
 (Signature) \_\_\_\_\_ (Date)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban"

**Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

FINANCIAL ASSISTANCE PASSTHROUGH AGREEMENT

Between  
the City of Middletown, Connecticut  
and  
NORTHSTAR PARTNERS, INC.

THIS FINANCIAL ASSISTANCE PASSTHROUGH AGREEMENT (the "Agreement") is entered into as of its Effective Date (as said term is defined in Section 6.15 of this Agreement) by and between the CITY OF MIDDLETOWN, Connecticut, acting by its Mayor, duly authorized, (herein called the "Municipality") and NORTHSTAR PARTNERS, INC., a corporation organized and existing pursuant to the laws of the State of Connecticut, acting by its President, duly authorized, herein called the "Sub-Recipient".

WITNESSETH:

WHEREAS, pursuant to Section 32-9cc of the Connecticut General Statutes, the State of Connecticut (the "State") acting by its Commissioner of Economic and Community Development (the "Commissioner") and the Municipality have or are about to enter into a certain Assistance Agreement, a copy of which is attached hereto as Exhibit A and is made a part hereof (the "Assistance Agreement"), pursuant to which the State has agreed to provide the Municipality with a grant in the amount of Six Hundred Thousand Dollars (\$600,000.00) (the "Funding") for a project entitled "City of Middletown Downtown Municipal Pilot Project" (the "Project"), which Project relates to the land and buildings owned by the Sub-Recipient and situated at 10 [redacted] Middletown, Connecticut (the "Site"); and

WHEREAS, pursuant to the Assistance Agreement, the Municipality is required to pass the Funding through to the Sub-Recipient by way of a grant (the "Grant") and the Sub-Recipient will then undertake and complete the Project in accordance with this Agreement and the Assistance Agreement; and

WHEREAS, the Municipality and the State have approved the financing plan and budget for the Project, a copy of which is attached hereto as Exhibit B (the "Project Financing Plan and Budget") and made a part hereof, which may be amended from time to time with the prior written consent of the State; and

WHEREAS, the Municipality is willing to make the Grant to the Sub-Recipient utilizing the Funding through periodic disbursement(s) for the intended uses and purposes of the Project in accordance with the Project Financing Plan and Budget, subject to compliance with and satisfaction of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable consideration,

the receipt and sufficiency of which are hereby acknowledged, Sub-Recipient and Municipality hereby agree as follows:

Article 1  
GRANT

1.1 Financial Assistance. The Municipality hereby agrees, subject to the terms of this Agreement and its Exhibits, to provide financial assistance to the Sub-Recipient for the Project in the form of a Grant in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00) (hereinafter, the "Funding").

1.2 Disbursement of Funding. After payment of the State's fees and costs incurred in connection with the transaction contemplated by this Agreement, the Municipality shall make disbursements of the balance of the Funding to the Sub-Recipient for use in connection with the Project, said disbursements to be in the discretion of the Municipality, in accordance with the most recently approved Project Financing Plan and Budget between the Municipality and the State. The Funding shall be used for that purpose and for no other purpose.

Article 2  
PROCEDURAL CONDITIONS TO MUNICIPALITY'S  
OBLIGATION TO MAKE DISBURSEMENT

The obligation of Municipality to make each disbursement of the Grant (a "Disbursement") is subject to the Sub-Recipient submitting a requisition in form and substance approved by the State and satisfaction of the following procedural conditions:

2.1 Sub-Recipient's Certification. Sub-Recipient shall submit to Municipality a written certification signed by Sub-Recipient that, as of the date of each Disbursement:

a. The representations and warranties of Sub-Recipient contained in or incorporated by reference in this Agreement continue to be true, complete and accurate.

b. Sub-Recipient has carried out all of its obligations and is in compliance with all the covenants specified and/or incorporated by reference in this Agreement, to the extent that such obligations or covenants are required to have been carried out or are applicable at the time of the request for the Disbursement.

c. Sub-Recipient has not committed or suffered an act, event, occurrence, or circumstance that constitutes an Event of Default or that with the passage of time or giving of notice or both would constitute an Event of Default.

d. The Disbursements previously made, if any, have been used solely to pay or reimburse costs actually incurred or paid by Sub-Recipient for the Project in accordance with this Agreement. Sub-Recipient's certification shall include: a schedule

showing Disbursements to be made by Sub-Recipient in connection with the Project, itemized as may be reasonably requested by Municipality or the State; a statement of the balance of the Disbursements, if any, held by Sub-Recipient, such other documentation requested by the State.

2.2 Documentation. Sub-Recipient shall submit to Municipality such requisitions, documentation, reports or studies, including but not limited to invoices for work completed and in place and for materials purchased and suitably stored, as Municipality or the State may request.

### Article 3 REPRESENTATIONS AND WARRANTIES OF SUB-RECIPIENT

Sub-Recipient represents and warrants, as of the date hereof, the following:

3.1 Existence and Qualification. Sub-Recipient is a corporation duly organized and validly existing and qualified to do business under the laws of the State of Connecticut and is in full compliance with all recording and filing requirements.

3.2 Authority. Sub-Recipient has the requisite power, right, and legal authority to execute, deliver, and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance, and observance of its obligations under this Agreement. This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of Sub-Recipient enforceable against Sub-Recipient in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

3.3. No Litigation Material to Financial Condition or Project. Except as disclosed to and approved by State in writing, no litigation or administrative proceeding before any court or governmental body or agency is now pending, nor, to the best of Sub-Recipient's knowledge, is any such litigation or proceeding now threatened, or anticipated against Sub-Recipient that, if adversely determined, would have a material adverse effect on the financial condition, business, or assets of Sub-Recipient or on the Sub-Recipient's ability to perform and observe its obligations under this Agreement or that would either directly or indirectly have an adverse effect on or impair the completion of the Project.

3.4. No Conflict of Interest. The Sub-Recipient has adopted and agrees to enforce measures appropriate to assure that no officer, agent or employee of the Sub-Recipient shall have or acquire voluntarily an interest in an agreement or proposed agreement in connection with the undertaking of the Project.

3.5. No Legal Bar. The execution, delivery, performance, or observance by Sub-Recipient of this Agreement will not, to the best of Sub-Recipient's knowledge,

materially violate or contravene any provisions of: (a) any existing law or regulation, or any order or decree of any court, governmental authority, bureau, or agency; (b) the organizational documents of the Sub-Recipient; or (c) any mortgage, indenture, security agreement, contract, undertaking, or other agreement or instrument to which Sub-Recipient is a party or that is binding on any of its properties or assets, the result of which would materially or substantially impair Sub-Recipient's ability to perform and discharge its obligations or its ability to complete the Project under this Agreement.

3.6. No Violation of Law. This Agreement and the undertaking, completion and operation of the Project as contemplated by this Agreement and the Assistance Agreement do not violate any existing federal, state, or local laws or regulations.

3.7. No Litigation Material to Project. Except as disclosed to and approved by State in writing, there is no action, proceeding, or investigation now pending, or to the best of Sub-Recipient's knowledge, any basis therefor known or believed to exist by Sub-Recipient that questions the validity of this Agreement or of any action to be taken under this Agreement that would, if adversely determined, materially or substantially impair Sub-Recipient's ability to perform and observe its obligations under this Agreement or that would either directly or indirectly have an adverse effect on or impair the completion of the Project.

3.8. Assurance of Governmental Approvals and Licenses. Sub-Recipient has obtained and is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by Sub-Recipient for the Project as of the date hereof.

3.9. No Other Liens. Except as otherwise acknowledged and/or consented to by the State, Sub-Recipient shall not create or incur, or suffer to be created or incurred, or to exist, any mortgage, pledge, encumbrance, lien, charge, or other security interest of any kind on the Site, without the prior written consent of State.

3.10. Miscellaneous. Sub-Recipient hereby makes, in favor of the Municipality and the State, all of the other representations and warranties set forth in Article 2 of the Assistance Agreement as if the Sub-Recipient was the "Applicant" thereunder.

3.11. Representations in Other Documents. All statements contained in the application filed by Sub-Recipient with the State, any certification, financial statement, legal opinion or other instrument delivered by or on behalf of the Sub-Recipient pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made as of the date of this Agreement, and at and as of the date of each Disbursement. All representations and warranties made under this Agreement are correct and complete and shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State.

Article 4  
COVENANTS AND AGREEMENTS OF SUB-RECIPIENT

To the extent applicable, Sub-Recipient covenants and agrees with Municipality to pay, perform and observe all of the covenants and agreements set forth in Articles 2, 3 and 6 of the Assistance Agreement which covenants and agreements on the part of the Municipality are to be paid, performed and observed with and to the State. In addition, Sub-Recipient covenants and agrees with the Municipality as follows:

4.1 Insurance. Sub-Recipient shall maintain insurance with the coverage and in the amounts acceptable to the State and the Municipality and in conformity with the provisions of Exhibit C attached hereto. A certificate evidencing such insurance shall be delivered to the Commissioner at the time of execution of this Agreement and annually thereafter for the duration of this Agreement. Annual submissions shall be sent to DECD, Attn: Office of Financial Review, 505 Hudson Street, Hartford, CT 06106.

4.2 Negative Pledge and Agreement. Sub-Recipient shall execute and deliver a Negative Pledge and Agreement in favor of the State ("Negative Pledge") in form and substance acceptable to the Commissioner, which Negative Pledge shall provide, inter alia, that the Sub-Recipient shall not sell, lease, transfer, assign, or in any way encumber or otherwise dispose of the Site, in whole or in part, for a period of at least ten (10) years after the Sub-Recipient's receipt of the Funding pursuant to this Agreement without first obtaining the written consent of the Commissioner. The Negative Pledge shall be recorded on the land records for the City of Hartford following its execution. Notwithstanding the foregoing, the Sub-Recipient may, without the State's prior consent: (i) enter into space leases with residential and commercial tenants at the Site; and (ii) transfer the Site to an a corporation, partnership, person or other entity which is controlling, controlled by, or under common control with the Sub-Recipient (each, an "Affiliate"). As used herein, "controlling", "controlled by", or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

4.3 Use Restriction. The Sub-Recipient shall execute a Use Restriction Agreement in favor of the State ("Use Restriction") in a form acceptable to the Commissioner, which Use Restriction shall provide, inter alia, that the Site shall be used as a "green" jobs center, urban agriculture center and affordable housing for a period of at least ten (10) years after the Sub-Recipient's receipt of the Funding pursuant to this Agreement. As used herein, "affordable housing" shall mean housing which satisfies the following: (a) housing for which persons and families pay thirty percent (30%) or less of their annual income; and (b) housing for persons and families with an annual income not exceeding eighty percent (80%) of area median income for the Hartford, Connecticut area, as determined by the United States Department of Housing and

Urban Development. The Use Restriction shall be recorded on the land records for the City of Hartford following its execution.

4.4 Environmental Reports. Sub-Recipient shall provide to the State copies of any and all site assessment reports which have been prepared with respect to the Site. Sub-Recipient shall also provide to the State satisfactory evidence that all required environmental remediation work on the Site has been completed in accordance with all appropriate standards.

4.5 Assignment. Upon request, the Municipality shall assign its rights under this Agreement to the State. The Municipality shall provide the State with any information provided to it by the Sub-Recipient upon request for the same made by the State.

Article 5  
EVENT OF DEFAULT: REMEDIES

5.1 Event of Default. Each and every event set forth in Article 4 of the Assistance Agreement, which on the part of Sub-Recipient shall occur, shall constitute an "Event of Default" for purposes of this Agreement. In addition, the occurrence of any of the following events shall also constitute an Event of Default for purposes of this Agreement.

(a) Unpaid Judgments. If a judgment or judgments for the payment of money shall be rendered against Sub-Recipient and any such judgment shall remain unpaid, unstayed on appeal, unbonded, undischarged or undismissed for a period of thirty (30) consecutive days.

(b) Change in Business Structure. If (i) Sub-Recipient shall dissolve or liquidate or be dissolved or liquidated, (ii) Sub-Recipient shall cease to legally exist, (iii) Sub-Recipient shall merge or consolidate, or be merged or consolidated with or into any corporation or entity; or (iv) there should occur a change of ownership or control of the Sub-Recipient or any change of ownership affecting the control of the Sub-Recipient.

(c) Cancellation of Insurance. Failure of Sub-Recipient to keep in force any insurance required by this Agreement.

(d) Failure to Pay Debts. Failure of Sub-Recipient to pay its debts as such debts become due. Failure to pay when due and payable the principal of or interest on or any other amount owed with respect to any indebtedness for borrowed money upon which the Sub-Recipient is obligated to make payment, or the maturity of any such indebtedness shall have been accelerated in accordance with the provisions of any agreement or instrument providing for the creation of or concerning such indebtedness, or any event shall have occurred and be continuing after any applicable cure period which would permit any holder or holders of such indebtedness, any trustee or agency acting on behalf of such holder or holders or any other person so to accelerate such maturity shall be considered an Instance of Default.

(e) Failure to Pay Taxes. Failure of Sub-Recipient to pay any real or personal property taxes or assessments due the Municipality on or before the last day when they may be paid without interest or penalty.

5.2 Remedies. Upon the occurrence of an Event of Default, the Municipality shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(1) To suspend all further payments to the Sub-Recipient until such Event of Default is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Sub-Recipient in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable, and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Events of Default, the Sub-Recipient hereby agrees to repay immediately the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Sub-Recipient because of such default or breach;

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(6) The Sub-Recipient agrees that all expenditures incurred by the Municipality under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, acceleration, default or judgment as applicable.

(7) The Municipality may collect costs associated with collection efforts as outlined in Section 2.9 of the Assistance Agreement

Article 6  
MISCELLANEOUS

6.1 Expenses Incurred Upon Event of Default. Sub-Recipient shall reimburse Municipality for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by Municipality as a result of one or more Events of Default by Sub-Recipient under this Agreement.

6.2 No Assignment or Succession. Except as otherwise provided by this Agreement, neither this Agreement, nor any interest of Sub-Recipient in, under, or to this Agreement, or the Project, may be assigned or transferred by Sub-Recipient without the prior written consent of Municipality and the State, which consent may be withheld in the sole discretion of said parties.

6.3 Amendments. No modification or amendment of any provision of this Agreement shall be effective unless made in writing, signed by all parties and approved by the State.

6.4 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of Municipality or of Sub-Recipient, or of any other person, shall in and by itself be deemed or construed by any person to create any relationship of third party beneficiary, or of principal and agent, of limited or general partnership, or of joint venture.

6.5 Survival of Covenants. All representations, warranties, covenants, and agreements made by Sub-Recipient in connection with this Agreement and all certificates delivered by Sub-Recipient and the general contractor shall survive the execution of this Agreement and the completion of the Project; provided, further, that no third party shall be entitled to rely on any representations, warranties, covenants, agreements, or certificates.

6.6 Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by, first-class mail, postage prepaid, addressed as follows:

If to Municipality:

with a copy to:

Corporation Counsel  
CITY OF  
Main Street  
Connecticut 06103

If to Sub-Recipient:

...S, INC.,  
c/o  
Main Street  
...rd, Connecticut 06103

with a copy to:

...  
New York, NY  
Attn: ...

or to such other address or person as shall be designated from time to time by notice.

6.7 Governing Law. Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.

6.8 No Waiver. Neither failure nor delay on the part of Municipality in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by Sub-Recipient therefrom shall be effective unless the same shall be in writing, signed on behalf of Municipality by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on Sub-Recipient in any case shall entitle Sub-Recipient to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of Municipality's right to take other or further action in any circumstances without notice or demand.

6.9 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

6.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

6.11 Binding of All Successors and Assigns. All the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors, assigns, and legal representatives.

6.12 Severability. The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.

6.13 Headings. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

6.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between Municipality and Sub-Recipient and supersedes all prior verbal and written agreements by, between, and among the parties.

6.15 Effective Date. This Agreement shall be effective upon the date that it is approved by the State following its execution by the parties hereto (the "Effective Date").

6.16 No Third-Party Beneficiary. No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with Sub-Recipient shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to Sub-Recipient as their sole source of recovery if not paid, and (b) except as otherwise agreed to by Municipality and any such person in writing, they may not enter any claim or bring any such action against Municipality under any circumstances. Except as provided by law, or as otherwise agreed to in writing between Municipality and such person, each such person shall be deemed to have waived in writing all right to seek redress from Municipality under any circumstances whatsoever.

6.17 Indemnification. The Sub-Recipient shall indemnify and hold the State and the Municipality and their respective officers, officials and employees harmless from any and all losses, liabilities, injuries, suits, actions, proceedings, and claims arising out of or relating to the Project and all documents executed in conjunction herewith, including, without limitation, all liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste on or in any of the Site, or any lien or claim under Section 22a-452a of the Connecticut General Statutes, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters, which indemnity shall survive the termination and/or release of the Project Documents.

6.18 Sovereign Immunity. The Sub-Recipient recognizes that the Municipality is sovereign and agrees not to make any claim of a right to use the defense of sovereign immunity as the Municipality's agent without the prior written consent of the Commissioner to be granted in his sole discretion.

FINANCIAL ASSISTANCE PASSTHROUGH AGREEMENT

6.19 Warranties/Representation. It is understood that the Municipality has relied upon each of the warranties and representations of the Sub-Recipient contained herein and would not have entered into this agreement but for said warranties and representations.

6.20. Parole Evidence. This Agreement shall be the final repository of all of the terms, conditions, and understandings of the parties hereto. The parties mutually release and discharge each other from any prior understanding and/or agreements concerning this project.

6.21 Waiver Of Sovereign Immunity. Nothing contained herein may be construed as a waiver or limitation by the Municipality of the Municipality's sovereign immunity.

6.22 Prejudgment Remedy and Waiver. THE SUB-RECIPIENT AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW AFFECTING PREJUDGMENT REMEDIES AND THE CITY MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT IN CONNECTION WITH ANY CLAIM THE CITY MAY HAVE AGAINST THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE SUB-RECIPIENT, TO ENFORCE THE PROVISIONS OF THIS AGREEMENT, WITHOUT GIVING THE SUB-RECIPIENT ANY NOTICE OR OPPORTUNITY FOR A HEARING AND THE SUB-RECIPIENT AUTHORIZES THE CITY'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

Article 7  
EMPLOYMENT PRACTICES AND NONDISCRIMINATION

7.1 Compliance with Laws, Regulations, Rules, and Executive Orders. Sub-Recipient hereby agrees to abide and be bound by all of the employment practices and nondiscrimination requirements set forth in Section 2.10 of the Assistance Agreement.

*Signature page  
follows  
end...*