

LEASE, OPERATING AND FUNDING AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF NEW HAVEN

THIS LEASE, OPERATING AND FUNDING AGREEMENT ("Agreement") is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation ("CTDOT"), Joseph J. Giulietti, Commissioner, duly authorized, and the City of New Haven ("CITY"), a Connecticut municipal corporation, with a mailing address of 165 Church Street, New Haven, Connecticut 06510, acting herein by Justin Elicker, its Mayor, duly authorized. CTDOT and CITY may be referred to in this Agreement each individually as a "Party" and collectively as the "Parties."

Whereas, CTDOT, CITY, and the New Haven Parking Authority are parties to the existing Lease and Funding Agreement for Union Station Transportation Center and Related Improvements dated March 26, 1982, and five amendments thereto (collectively, the "Predecessor Agreement"), which expires on June 30, 2022;

Whereas, CTDOT and CITY executed the Letter of Intent dated September 20, 2020, outlining vision of the New Haven Union Station Partnership for the development and improvement of New Haven Union Station Transportation Center and New Haven State Street Station and setting goals for the planning and funding of capital improvements for the rail stations;

Whereas, pursuant to the Letter of Intent, CTDOT and CITY wish to enter into this Agreement to arrange for the continued operation of the Union Station Transportation Center and associated parking facilities and the addition of State Street Station under the new partnership approach to the operation, funding, and shared oversight by the Parties of one collective multi-modal transportation center campus;

Whereas, pursuant to the Letter of Intent, CTDOT and CITY wish to enter into a Capital Partnership Agreement, to be signed concurrently with this Agreement, to memorialize their intention to pursue capital improvements for the multi-modal transportation center campus;

Whereas, CTDOT has the authority, pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut, and the State Properties Review Board of the State of Connecticut;

WHEREAS, by an Order of the Board of Alders adopted on MONTH DAY, 2021, CITY has the authority to enter into this Agreement and perform its obligations hereunder; and

Subject to all the terms and conditions of this Agreement, and in consideration of the mutual covenants and agreements herein contained, CTDOT and CITY agree as follows:

ARTICLE 1. DEFINITIONS AND ACRONYMS

- 1.1 “ADA Requirements” means the Americans with Disabilities Act of 1990 and the regulations set forth at CFR 49 Part 37.
- 1.2 “Annual Rent” is defined in Section 9.3.
- 1.3 “BESB” means the Connecticut Department of Aging and Disability Services, Bureau of Education and Services for the Blind.
- 1.4 “Brokerage Manager” is defined in Section 7.3.
- 1.5 “Brokerage Services” means the marketing, brokering, and retail and commercial leasing and licensing of available space at the Campus and the provisions transportation-related and traveler-convenience amenities.
- 1.6 “Campus” is defined in Section 2.2
- 1.7 “Campus Capital Plan” means the plan of capital investment at the Campus agreed upon by the Parties;
- 1.8 “Capital Improvement Account” is defined in Section 4.11.
- 1.9 “Capital Plan” means a plan of capital investment for the Station Facilities
- 1.10 “Capital Projects” means any new construction or expansion, renovation, or replacement of existing facilities, repair projects to functional use and longevity of facilities and equipment, or improvements to assets at the Campus, excluding any regular work or activities to maintain State of Good Repair.
- 1.11 “CGS” means the Connecticut General Statutes, as revised.
- 1.12 “CHRO” means Commission on Human Rights and Opportunities.
- 1.13 “City Parties” means CITY’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom CITY is in privity of oral or written contract and CITY intends for such other person or entity to perform under the Agreement in any capacity.
- 1.14 “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.15 “Commissioner” means the Commissioner of the Connecticut Department of Transportation

1.16 “Commissioner’s Designee” means the individual authorized to sign specified instruments on behalf of the Commissioner as stated in a current written delegation of authority signed by the Commissioner.

1.17 “Confidential Information” means any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DOT classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

1.18 “Confidential Information Breach” means, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the contractor, CTDOT or State.

1.19 “Daily Stations Operations Log” is defined in the Station Management Scope of Work in Schedule 2, Section 4(c).

1.20 “Daily [Parking](#) Operations Log” as defined in the Parking Management Scope of Work in Schedule 3, Section 4(d).

1.21 “Day” means all calendar days other than Saturdays, Sundays and days designated as national or State holidays upon which banks in Connecticut are closed.

1.22 “Dispute Resolution” means the process described in Article 13.

1.23 “Effective Date” is the date the Agreement is approved as to form by the Attorney General of the State of Connecticut, as evidenced by the signature provided below.

1.24 “EMS” means Emergency Medical Services.

1.25 “Environmental Laws” means any federal, state or local statute, law, ordinance, code, rule,

regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. SS 9601, et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. SS 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. SS 2601, et seq., the Federal Resource and Recovery Act, 42 U.S.C. SS 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. SS 1801 et seq., the Federal Clean Air Act, 33 U.S.C. SS 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. SS 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. SS 401 et seq., Title 22a of the Connecticut General Statutes, and all rules and regulations of the United States Environmental Protection Agency, the Connecticut Department of Environmental Protection, and any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, all as such are amended from time to time.

- 1.26 "Executive Oversight Panel" is defined in Section 4.2.
- 1.27 "Extension Term" is defined in Section 3.3.
- 1.28 "Facility Management Report" is defined in Schedule 2, Section 4(d).
- 1.29 "Fiscal Year" means each twelve (12) month period throughout the Term that begins on July 1 of a calendar year and extends through June 30 of the subsequent calendar year.
- 1.30 "Hazardous Substance" means any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- 1.31 "Initial Term" is defined in Section 3.2.
- 1.32 "Joint Advisory Committee" as established and defined in the Predecessor Agreement.
- 1.33 "Mayor" means the Mayor of the City of New Haven.
- 1.34 "Mayor's Designee" means the individual authorized to sign specified instruments on behalf of the Mayor as set forth in a current writing signed by the Mayor.
- 1.35 "Mutual Written Consent" means the process agreed-upon between the parties to memorialize their agreement by the exchange of a writing or writings signed by the Commissioner (or the Commissioner's Designee) and the Mayor (or the Mayor's Designee) and stating any agreed-upon effective date, which writing(s) may be transmitted between the parties by email or facsimile.
- 1.36 "Official Notice" is defined in Article 14.
- 1.37 "Operating Account" is defined in Section 4.11.
- 1.38 "Operations Committee" is defined in Section 4.3.

- 1.39 "Operating Reserve Account" as established and defined in the Predecessor Agreement.
- 1.40 "OSHA" means the Occupational Safety and Health Administration.
- 1.41 "PARCS" means the parking access and revenue control system as more particularly described in Schedule 3, Section 11.
- 1.42 "Parking Asset Management Plan" means the plan that includes both short-term, day-to-day repairs and improvements and longer term, cyclical upgrades to, and replacement of, Parking Facilities assets and related systems and their components, and includes an integrated work order management system that documents and tracks day-to-day repairs and improvements and informs when it is necessary for component or system overhaul or replacement described in Schedule 3, Section 4(b).
- 1.43 "Parking Facilities Management and Maintenance Plan" or "PFMM Plan" is the annual plan for SOGR maintenance of Parking Facilities infrastructure and systems, including detailed maintenance measures such as inspection and parts replacement to be routinely performed at specified time intervals, as more particularly described in Schedule 3, Section 4(b).
- 1.44 "Parking Facilities Management Report" is defined in Schedule 3, Section 4(e)
- 1.45 "Parking Manager" is defined in Schedule 3, Section 1..
- 1.46 "Parking Revenue Management Plan" Is defined in Section 11(b).
- 1.47 "Parking Facilities Security Plan" is defined in Schedule 3, Section 16(a).
- 1.48 "Parking Snow and Ice Management Plan" is defined in Schedule 3, Section 15(a).
- 1.49 "Parking SOW" is defined in Schedule 3, Section 1
- 1.50 "Predecessor Agreement" is defined in the recitals and the definition is incorporated herein.
- 1.51 "Premises" is defined in Section 2.1.
- 1.52 "Records" means all working papers and such other information and materials as may have been accumulated by Lessee in performance of this Lease, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- 1.53 "Revenue" means all monies generated by Campus operations and activities, as authorized by the Operations Committee, under the CTDOT-CITY partnership pursuant to this Agreement. Revenue

will include, but not be limited to, parking fees, rental amounts, licensing and concession fees.

1.54 "Scope(s) of Work" means individually the Station SOW, Parking SOW, and Brokerage Services SOW and collectively all three Scopes of Work.

1.55 "SOP Manual" is defined in Schedule 4, Section 4.

1.56 "State" means the State of Connecticut, including CTDOT, and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.

1.57 "State Indemnified Parties" means the State and its officers, agents, and employees.

1.58 "State of Good Repair" or "SOGR" means the condition sufficient for the asset or facilities to operate at a full level of performance, resulting from performing controlled maintenance pursuant to standard operating procedures and maintenance manuals, meeting Federal, State and applicable local code and health department standards, meeting public safety needs and standards, and maintaining facilities in a safe, neat, clean, and well-kept condition.

1.59 "Station" means both Union Station located at 50 Union Ave, New Haven, CT and State Street Station located at 259 State Street, New Haven, CT.

1.60 "Station Asset Management Plan" means the plan that includes both short-term, day-to-day repairs and improvements and longer term, cyclical upgrades to, and replacement of, Station Facilities assets and related systems and their components, and includes an integrated work order management system that documents and tracks day-to-day repairs and improvements and informs when it is necessary for component or system overhaul or replacement.

1.61 "Station Facilities" is defined in Schedule 2, Section 1.

1.62 "Station Facilities Management and Maintenance Plan" or "SFMM Plan" is the annual plan for SOGR maintenance of Station Facilities infrastructure and systems, including detailed maintenance measures such as inspection and parts replacement to be routinely performed at specified time intervals, as more particularly described in Schedule 2, Section 4(b).

1.63 "Station Manager" is defined in Schedule 2, Section 1.

1.64 "Station Security Plan" is defined in Schedule 2, Section 14(a).

1.65 "Station Snow and Ice Management Plan" is defined in Schedule 2, Section 12(a).

1.66 "Station SOW" is defined in Schedule 2, [Section 1](#).

1.67 "Term" means collectively the Initial Term and any Extension Period(s) entered into by the Parties

pursuant to Article 3.

1.68 “Transition Period” commences on the Effective Date and extends through June 30, 2022.

ARTICLE 2. DESCRIPTION AND USE OF THE LEASED PREMISES

2.1 CTDOT does hereby lease and demise to CITY and CITY does hereby lease and take from CTDOT, subject to all stipulations, restrictions, specifications and covenants herein contained, the premises known as the New Haven Union Station and the New Haven State Street station situated in the Town of New Haven, County of New Haven, and State of Connecticut (collectively the “Premises”), as more particularly on the maps which is set forth on Schedule 1 to this Agreement. The Premises shall exclude rail platforms, canopies and exterior portions of stairwell enclosures at the rail stations, as depicted on Schedule 1. Lessee accepts possession of the Premises “as-is, where is, with all faults” and subject to all restrictions, easements and matters of record. This lease is exclusive of all mining, excavating, and air rights with respect to the Premises.

2.2 The Premises, together with CITY-owned property identified on Schedule 1, shall make up the “Campus” for the purposes of this Agreement.

2.3 CITY agrees and acknowledges that the primary purpose of Premises shall remain for public transportation use. The Parties agree that their mutual oversight of the Campus shall support such primary transportation purpose, and agree that any other uses or activities at the Campus, are subordinate thereto. The Parties will endeavor to expand public access to and use of multimodal transportation services at the Campus. CITY shall have no obligation by virtue of this Agreement to operate any public transportation service or assume operation of existing public transportation carriers serving the Campus.

2.4 CITY covenants and agrees that access and use of the Premises by CITY and all contractors and vendors it engages to perform work or provide goods and services pursuant to this Agreement must be in accordance with all applicable local, State and Federal law and regulations.

2.5 Nothing in this Agreement concerning the management or oversight of the Campus shall be construed to derogate or supersede City regulatory functions, requirements, jurisdiction, or enforcement with respect to CITY-owned property integrated into the Campus, including, without limitation, zoning, city plan commission, building department, or health department.

ARTICLE 3. TERM & TERMINATION.

3.1 Agreement shall become effective upon consent by the Secretary of the Office of Policy and Management and the State Properties Review Board and its approval as to form by the Attorney General of the State of Connecticut pursuant to CGS § 3-125.

3.2 This Agreement shall commence on the Effective Date and continue in full force and effect for thirty-five (35) years from July 1, 2022 (the “Initial Term”).

3.3 The Parties may mutually agree to extend the Initial Term for two (2) consecutive periods of ten

(10) years each (each an “Extension Term”), memorialized in writing and signed by each the Commissioner and the Mayor no later than not less than six (6) months prior to the expiration of the Initial Term and, if applicable, the first Extension Term.

3.4 The Parties at any time during the Term may mutually agree in writing to early termination of the Agreement, which writing shall specify the agreed-upon effective date of termination and be signed by each the Commissioner and the Mayor.

3.5 CTDOT may terminate the Agreement upon uncured breach by CITY in accordance with the following:

- (a) Prior to seeking to terminate for cause, the Parties must have engaged in Dispute Resolution as to the subject-matter of the breach without reaching a mutually-agreed upon resolution or without CITY timely commencing the cure required by such resolution, which may include, but is not limited to, preparation and submission of a corrective action plan.
- (b) CTDOT shall provide notice of such breach via Official Notice to CITY and afford CITY an opportunity to cure such breach within the time period set forth in the notice, which shall be at least thirty (30) days from CITY’s receipt of the notice, which CTDOT may extend at its discretion if CITY has commenced to cure and is making a good faith effort toward completion of cure. The notice of the breach shall include an effective termination date, which shall not be sooner than the stated cure period. During such cure period, CITY shall not enter into any new contracts, extend any existing contracts, or issue any purchase orders, or allow any of its contractors or vendors to do the same, with respect to performance of duties under this Agreement, except upon the explicit written authorization and direction of the Operations Committee.
- (c) If the breach is not cured by the stated date and, unless otherwise modified by CTDOT in writing prior thereto, CTDOT shall send notice of termination via Official Notice. Upon receipt, CITY shall, in accordance with such notice, discontinue performance under the Agreement and work cooperatively with CTDOT and any successor operator at the Campus to ensure continuity of operations, until the date of termination as stated in such notice. During any continuity of operations period, CTDOT may extend the effective date of termination to ensure uninterrupted operations of the Premises and mobilization of its successor operator.

3.6 Upon expiration of the Term or earlier termination of the Agreement, CITY shall terminate or conclude all existing contracts and purchase orders, or upon direction of the Operations Committee, assign such contracts or purchase orders to CTDOT or its successor lessee or operator of the Premises. CITY shall not enter into any further subcontracts, purchase orders or commitments under this Agreement. With respect to any contracts or purchase orders that are not assigned or transferred to CTDOT or its successor lessee or operator and where CTDOT’s notice of termination pursuant to Section 3.5(c) was not given with sufficient time for CITY to terminate such contracts and purchase orders without incurring costs, such costs may be deemed reimbursable operating expenses of the Campus prior to termination.

3.7 Upon expiration of the Term or earlier termination of the Agreement, all rights and obligations under this Agreement shall be null and void, so that no Party shall have any further rights or obligations to the other Party, except with respect to the provisions in the Agreement which survive termination.

3.8 Upon expiration of the Term or earlier termination of the Agreement, CITY and its contractors shall work cooperatively with CTDOT and its successor lessee or operator to ensure continuity of operations at the Premises.

ARTICLE 4. JOINT OVERSIGHT OF THE CAMPUS OPERATIONS AND BUDGET

4.1 The Parties shall jointly oversee Campus operations through their participation on the Executive Oversight Panel and the Operations Committee established pursuant to this Agreement, as more particularly described in this Article 4. CTDOT or CITY shall not be reimbursed for staff time, resources, and any costs associated with participating on the Executive Oversight Panel or Operations Committee. No such costs of participation shall be included in the annual operations budget for the Campus.

4.2 The Executive Oversight Panel shall consist of the Commissioner and the Mayor who shall be responsible for the oversight and approval of the following activities with respect to the operations and management of the Campus:

- (a) Strategic planning;
- (b) Annual budget direction and final approval of annual budget submitted by the Operations Committee;
- (c) Resolution of issues escalated by the Operations Committee;
- (d) Participation in Dispute Resolution;
- (e) Decision-making regarding the pursuit of capital projects and redevelopment of the Campus, provided CTDOT and CITY enter into written agreements, with all approval required under applicable law, before commencing any such capital projects;
- (f) Final approval of all capital expenditures and SOGR projects at the Campus having an estimated cost of \$500,000 or more, recommended by Operations Committee;
- (g) Review and approval of Operations Committee recommendations for Capital Projects to be pursued;
- (h) Review and approval of the annual engineering condition assessments report of all Campus facilities prepared and submitted by CITY, and approved by the Operations Committee; and
- (i) Final approval of contractor selection or other delegation by CITY of its duties under the Agreement.

4.3 The Operations Committee shall consist of:

- (a) two CTDOT employees designated by the Commissioner, who shall be voting members; and
- (b) two CITY employees designated by the Mayor, who shall be voting members; and
- (c) one representative from each CTDOT and CITY, who need not be employees, who shall be non-voting members.

4.4 Members of the Operations Committee shall have no personal financial interest in the Campus and shall not stand to benefit from potential development or other activities at the Campus.

4.5 Approval of actions by the Operations Committee shall require three affirmative votes of voting members.

4.6 When unable to attend an Operations Committee meeting, a voting member of the Operations Committee may authorize in writing a proxy holder to serve in the voting member's place for the sole purpose of casting a vote. The proxy must be in the form of a written statement of the Operations Committee member, dated and signed, providing the proxy holder with explicit instructions as to how the Operations Committee member wishes to vote.

4.7 The Operations Committee shall be responsible for oversight of day-to-day operations of the Campus by CITY and its contractors and provide operations support for any Campus capital projects. The Operations Committee shall:

- (a) Maintain a website to provide notice, agendas, and minutes in accordance with all public meeting requirements;
- (b) Review of the proposed annual budget prepared by CITY and recommend a final budget for approval by the Executive Oversight Panel;
- (c) Establish parking rates at the Campus
- (d) Perform periodic inspections of Campus operations and facilities;
- (e) Select qualified service and trade professionals (or oversee and approve CITY's recommended selection) providing services as needed for Campus operations SOGR projects. The Operations Committee may set procurement requirements, participate in competitive selection processes, review bids and proposals, and participate in interviews of bidders or proposers;
- (f) Oversee development and deployment of retail strategy for the Campus, including concessions (subject to approvals under applicable law), leasing, and licensing, of the Campus, which may include engaging the assistance of a professional firm;
- (g) Review any agreements with CITY contractors or vendors prior to CITY finalizing. Upon review of contractor performance, the Operations Committee may direct that contracts not be extended or be terminated early for cause due to contractor breach, subject to agreement on a process of removal and replacement of contractor;
- (h) Review and advance to the Executive Oversight Panel for approval all SOGR projects estimated to cost \$500,000 before CITY or its contractor is authorized to commence such projects; and
- (i) Coordinate and advance Capital Projects which may include transit-oriented development or public-private partnership opportunities that, upon Executive Oversight Panel approval, the Parties may agree to pursue, for the Campus or surrounding area. Separate written agreement of the Parties shall be finalized, with all required approvals, prior to award or commencement of any Capital Project.

4.8 The Operations Committee, upon its review and recommendation, shall advance to the Executive Oversight Panel for approval, all SOGR projects estimated to cost \$500,000 or more and new Capital Project initiatives, in accordance with the following process:

- (a) Preparation and annual update of a Campus Capital Plan for the Campus to identify projects to support ongoing SOGR needs for the Campus facilities, which may include new initiatives or improvements to existing facilities;
- (b) Review of an annual facility condition assessment report prepared by CITY or its contractor to identify projects based on short-term, medium-term and long-term needs
- (c) Review of any other proposed projects advanced by CTDOT or CITY representatives on the Operations Committee

- (d) Evaluation of each project and associated cost estimates
- (e) Preparation of recommendations of projects to advance to a solicitation process for design and construction
- (f) Presentation of executive summary or briefing to the Executive Oversight Panel for its review and final approval

4.9 Budget Process. The Parties agree that the operation of Campus is a not for-profit venture for the Parties as public entities, fulfilling a common mission to build the funds in the Capital Improvement Account. Compensation for work performed by CITY or that it delegates to its political subdivision or other public entity to perform pursuant to this Agreement shall be budgeted and reimbursed as further described herein, and shall make the party whole but not be profit-generating for either Party. The following budget parameters apply:

- (a) CITY shall propose compensation for work it performs and/or contracts out to private contractor as part of the annual budget process for review and approval by the Operations Committee.
- (b) Direct expenses shall represent all approved expenses incurred in the completion of the scopes of work identified in Articles 5, 6, and 7, which may include but not be limited to the direct labor and associated benefits, repairs and maintenance, insurance, supplies, utilities (overhead) and third-party vendor contracts.
- (c) Revenues will consist of all receipts generated by the Campus, which may include but are not limited to parking revenues, concession revenues, leasing revenues and licensing revenues, and other income generated at the Campus as approved by the Operations Committee.
- (d) An annual budget for each upcoming Fiscal Year shall be submitted by CITY to the Operations Committee no later than March 1. The Operations Committee will be required to review and provide a recommendation for approval to the Executive Oversight Panel no later than May 1, consistent with Section 4.2.
- (e) The Executive Oversight Panel shall approve the annual budget no later than June 30. If approval is not given by June 30, the previous Fiscal Year's budget will be used for reporting purposes until such time as the new Fiscal Year's budget is approved.
- (f) The annual budget shall reflect all revenues generated by the Campus, as well as all expenses broken out by the scope of work identified in Articles 5 (Station Management), Article 6 (Parking Operations and Facilities Management), and Article 7 (Brokerage Services and Provision of Amenities).

4.10 The time period commencing upon the Effective Date and continuing through June 30, 2022 shall be a transition period for policy-setting and planning for the Operations Committee. Parties will operate under the budget approved under the Predecessor Agreement by the Joint Advisory Committee (as defined therein), allowing for existing contracts and arrangements to be closed out as they expire or performance thereunder is completed the management of State Street Station and new arrangements for the Campus to be phased-in. During this period, the Operations Committee shall perform an initial review of the Station Facilities and Parking Facilities to define and document all base conditions. In the event there are any issues, the Station Manager or Parking Manager, as applicable, shall arrange for repair to address the issue to meet a base condition acceptable to the Operations Committee and inform the Operations Committee of an anticipated timeline for completion.

4.11 CITY shall establish the accounts to hold Campus operating funds ("Operating Account") and capital funds ("Capital Improvement Account") for the express purpose of this Agreement, transferring the balances, respectively, in the Operating Reserve Account and Capital Reserve Account established under the Predecessor Agreement. CITY shall establish these accounts as restricted or special funds accounts for the purpose of this Agreement and shall not co-mingle the Campus funds within these accounts with other CITY accounts or funds. CITY shall provide the Operations Committee with transparency into the Operating Account and Capital Improvement Account at all times, and shall respond promptly to the Operations Committee's accounting inquiries. The Operations Committee may review and approve CITY's protocol for transferring funds between accounts.

ARTICLE 5. OPERATION, MAINTENANCE AND MANAGEMENT OF THE STATION FACILITIES

5.1 The Station Facilities in operation at the Campus as of the Effective Date include:

- (a) New Haven Union Station located at 50 Union Avenue and comprising of approximately 107,400 Square Feet plus approximately 12,000 square feet of an underground passageway; and
- (b) New Haven State Street Station located at 259 State Street and comprising approximately 32,000 square feet.
- (c) Additional Station Facilities developed during the Term may be incorporated into the Campus by mutual written agreement of the Parties signed by the Commissioner (or Commissioner's Designee) and the Mayor (or Mayor's designee") with all approvals required by applicable law.

5.2 CITY shall perform, or arrange for the performance of, all duties required for the operation, maintenance, and management of the Station buildings, grounds and facilities as set forth in the scope of work attached as Schedule 2 to this Agreement ("Station SOW"), which the Operations Committee may update from time to time throughout the Term. The Operations Committee will recommend updates and revise the Station SOW accordingly, which the Parties will approve by Mutual Written Consent. Upon the effective date stated in such Mutual Written Consent, the revised Station SOW shall be incorporated herein as the operative Schedule 2 to the Agreement.

5.3 CITY shall prepare and update annually throughout the Term the following, all as defined in the Station SOW:

- (a) Annual budget for the Station SOW;
- (b) Station Asset Management Plan, SFMM Plan, and all other Station Facilities-related plans specified in the Station SOW;
- (c) List of capital improvements related to Station Facilities proposed for inclusion in the annual Campus Capital Plan.

5.4 Upon Operations Committee and Executive Oversight Panel review and approval, as applicable, CITY may procure the services of qualified contractors to perform all or part of the duties set forth in the Station SOW.

5.5 Reimbursement to CITY for performing Station SOW duties, or compensation of contractors performing on CITY's behalf, shall be established by the approved Annual Budget for the Station SOW, as follows:

- (a) Annual Budget for Station SOW activities for the upcoming Fiscal Year shall be submitted to the Operations Committee no later than March 1;
- (b) The Annual Budget as approved and recommended by the Operations Committee shall be submitted to the Executive Oversight Panel no later than May 1; and
- (c) Compensation parameters for CITY or its contractor(s) may be established by the Operations Committee and be updated from time to time. City's compensation proposal for its staff and/or its contractor(s), as set forth in its proposed Annual Budget to the Operations Committee, must follow any such established parameters.

5.6 Periodic Inspection and Performance Review

- (a) The Operations Committee shall perform a monthly Campus walk-through as part of the Operations Committee meeting, including the Station Facilities.
- (b) CTDOT shall prepare an annual performance review, share with CITY for review and comment, and submit to the Operations Committee and then to the Executive Oversight Panel for review and approval including of recommended corrective action, if any, with respect to work performed at the Station Facilities.

ARTICLE 6. OPERATION, MAINTENANCE AND MANAGEMENT OF THE OF PARKING FACILITIES

6.1 The Parking Facilities existing in parking operations at the Campus as of the Effective Date include the garage and surface lot parcels located immediately adjacent to New Haven Union Station as more particularly described in subsections (a) through (c):

- (a) New Haven Union Station garage located at 40 Union Avenue, immediately east of New Haven Union Station, and comprised of approximately 289,000 square feet, six levels, and approximately 876 parking spaces;
- (b) New Haven Union Station east lot parcel located at 30 Union Avenue, immediately east of New Haven Union Station garage, and comprised of approximately 73,500 square feet. As of the Effective Date, this east lot parcel is operated as surface parking lot with a capacity of approximately 254 cars.
- (c) New Haven Union Station west lot parcel located immediately adjacent to the west of Union Station and comprised of approximately 52,940 square feet.
- (d) Additional parking facilities developed to serve the Campus during the Term may be incorporated into the Campus by mutual written agreement of the Parties signed by the Commissioner (or Commissioner's Designee) and the Mayor (or Mayor's designee") with all approvals required by applicable law.

6.2 CITY shall perform, or arrange for the performance of, all duties for the operation, maintenance and management of the Parking Facilities as set forth in the scope of work attached as Schedule 3 to this Agreement ("Parking SOW"), which the Operations Committee may update from time to time throughout the Term. The Operations Committee will recommend updates and revise the Parking SOW accordingly, which the Parties will approve by Mutual Written Consent. Upon the effective date stated in such Mutual Written Consent, the revised Parking SOW shall be incorporated herein as the operative Schedule 3 to the Agreement.

6.3 City shall prepare and update annually the following, as defined in the Parking SOW (Schedule 3):

- (a) Annual Budget for the Parking SOW;
- (b) Parking Asset Management Plan, PFMM Plan, and all other Parking Facilities-related plans specified in the Parking SOW
- (c) List of capital improvements related to Parking Facilities proposed for inclusion in the annual Campus Capital Plan

6.4 Upon Operations Committee and Executive Oversight Panel review and approval, as applicable, CITY may procure the services of qualified contractors to perform all or part of the duties set forth in the Parking SOW.

6.5 Reimbursement to CITY for performing Parking SOW duties, and/or compensation of contractors performing on CITY's behalf, shall be established by the approved Annual Budget for the Parking SOW, as follows:

- (a) Annual Budget for Parking SOW activities for the upcoming Fiscal Year shall be submitted to the Operations Committee no later than March 1;
- (b) The Annual Budget as approved and recommended by the Operations Committee shall be submitted to the Executive Oversight Panel no later than May 1; and
- (c) Compensation parameters for CITY or its contractor(s) may be established by the Operations Committee and be updated from time to time. City's compensation proposal for its staff and/or its contractor(s), as set forth in its proposed Annual Budget to the Operations Committee, must follow any such established parameters.

6.6 Periodic Inspection and Performance Review

- (a) The Operations Committee shall perform a monthly Campus walk-through as part of the Operations Committee meeting, including the Parking Facilities.
- (b) CTDOT shall prepare an annual performance review, share with CITY for review and comment, and submit to the Operations Committee and then to the Executive Oversight Panel for review and approval including of recommended corrective action, if any, with respect to work performed at the Parking Facilities.

ARTICLE 7. MANAGEMENT OF RETAIL AND COMMERCIAL BROKERING AND PROVISION OF AMENITIES

7.1 At the direction of the Operations Committee, City shall contract, or cause to be contracted, with and oversee a qualified, experienced professional firm selected upon recommendation of the Operations

Committee and the Executive Oversight Panel, as applicable, to develop a plan and strategy for the Brokerage Services for Operations Committee and Executive Oversight Panel approval.

7.2 Upon Operations Committee and Executive Oversight Panel approval of the plan and strategy, CITY shall develop a proposed scope of work for Brokerage Services ("Brokerage Services SOW") which may include but not be limited to activities set forth in the draft Brokerage Services SOW attached as Schedule 4 to this Agreement, for Operations Committee review, revision and final approval. Once a scope of work for Brokerage Services is finalized by the Operations Committee, the Parties shall approve by Mutual Written Consent, and upon the effective date stated in such Mutual Written Consent, the revised Brokerage Services SOW shall be incorporated herein as the operative Schedule 4 to the Agreement.

7.3 CITY shall undertake the activities set forth in the Brokerage Services SOW, and upon approval of the Operations Committee, will contract with a qualified firm or firms to undertake, on an on-going and as needed basis, the activities set forth in the Brokerage Services SOW, in whole or in part, and which may include a master agreement with a retail leasing firm that employs a certified broker. CITY or its contractor engaged to perform these duties is hereinafter referred to as the "Brokerage Manager." The Annual Budget process will establish compensation for performance of the Brokerage Services SOW or portions thereof, for review and approval by the Operations Committee.

7.4 CITY shall prepare and update annually the following:

- (a) Annual Budget for the Brokerage Services SOW, and within the Annual budget, propose compensation for review and approval by the Operations Committee; and
- (b) Campus retail/commercial brokering plan.

7.5 Within ninety (90) days from the Effective Date, CITY, with assistance as needed from its existing contractor performing Brokerage Services, shall make a recommendation to the Operations Committee, for its review, revision and approval, regarding phase-out of the current tenant agreements in hold-over and development of a plan for marketing and brokering space and entering new, updated agreements at the Campus, including, rental, license, concession and other agreements. CITY or its contractor shall prepare draft agreements for review and approval of the Operations Committee prior to executing. CTDOT reserves the right review all such agreement to ensure all required flowdown provisions are included as required pursuant to this Agreement.

7.6 From time to time, throughout the Term, and at any time upon the request of the Operations Committee, the Brokerage Manager shall update rental, licensing, concession, and other arrangements, including but not limited to any proposed fees for transportation operators at the Campus, subject to the review and approval of the Operations Committee and the Executive Oversight Panel, as applicable.

ARTICLE 8. PERFORMANCE GOALS AND OUTCOMES

8.1 The Parties are committed to setting standards of excellence at the Campus in customer service, staff professionalism, cleanliness, operation, maintenance, and management efficiency. Accordingly,

the Parties agree to performance goals and outcomes for the Campus for critical areas of performance as follow in Sections 8.2 through 8.13.

8.2 Customer service/satisfaction. The Parties acknowledge and agree that an outstanding customer experience is critical to the long-term success of the Campus. The Operations Committee shall establish goals for providing a first-class customer and passenger experience for the public accessing and using the Campus and set benchmarks for achieving and documenting an overall customer satisfaction rating of good or better, including the following outcomes:

- (a) Ability for customers to retrieve information easily (legible signage, paper and digital information retrieval);
- (b) Ease and comfort of transport between garages, station, and platforms;
- (c) Accessible amenities;
- (d) Vibrant mix of high quality national and local retail/food establishments;
- (e) Ability for customers to provide feedback in an easy manner (kiosk and mobile format); and
- (f) Ability for customers to obtain assistance and/or information.

8.3 Safety. The Parties, in order to provide a multimodal transportation environment that maximizes the safety and security of all on-site at the Campus, agree to pursue the following safety goals and outcomes for the Campus:

- (a) Set safety goals for employees, contractors, patrons and visitors that are systematic, clearly defined, measured and continuously improved;
- (b) Establish a comprehensive approach to system safety that will facilitate early recognition, identification, and evaluation of hazards and the mitigation of risks;
- (c) Establish safety programs and procedures that consistently meet or exceed the mandated requirements of applicable federal, state and local regulations, as well as established industry best practices;
- (d) Develop and update (to ensure that it remains current) throughout the Term written policies, procedures, instructions and rules to support safety goals;
- (e) Establish a safety culture where every Campus employee is responsible for their own safety, as well as the safety of their co-workers and general public and establish a safety committee, reporting to the Operations Committee, in accordance with the following:
 - i. Safety committee will be structure for employees of all levels to manage and take ownership of safety;
 - ii. develop and communicate employee awareness of safety through education and outreach
 - iii. provide employees with safety and technical training programs that are updated as necessary to incorporate new or revised regulations, technology, and/or modifications to existing equipment or procedures;
 - iv. perform Campus-wide safety audits jointly with the Operations Committee to ensure continued compliance; and

- (f) Develop and update (to ensure that it remains current) throughout the Term a Campus-wide safety and emergency response program:
 - i. addressing building and fire code compliance and inspections, accident reporting, and emergency response procedures in accordance with OSHA standards for the following: fire, injury to the public, utility interruption, explosion, collapse, emergency evacuation, Bomb threats, Biological and chemical threats, demonstration/civil unrest, shelter in place, and terror attack;
 - ii. overseen by a designated safety program officer (staff of City or contractor) who will report directly to the Operations Committee (“Safety Program Officer”);
 - iii. including clear designation of responsibilities and roles by staff and contractors performing work at the Campus and ensuring all have a clear understanding of the program and their roles in its implementation;
 - iv. The safety program officer will perform periodic analysis of historical safety data and report to Operations Committee;
 - v. annual review of program by the Operations Committee.

8.4 Security. The Parties agree to pursue the following security goals and outcomes at the Campus:

- (a) Perform and update (to ensure that it remains current) throughout the Term a periodic Campus-wide risk assessment in collaboration with applicable partners and stakeholders;
- (b) Identify transportation/rail security standards and key practices for the Campus;
- (c) Establish and maintain collaborative protocols and positive relationships with and among local, state, federal, and railroad law enforcement agencies and fire and EMS first responders; and
- (d) Develop and update (to ensure that it remains current) throughout the Term a Campus-wide Facility Security and Emergency Response Plan that establishes and includes
 - i. emergency response procedures in accordance with applicable standards for the following: bomb threats, biological and chemical threats, demonstration/civil unrest, shelter in place, and terror attack;
 - ii. oversight by a designated security program officer(s) (in coordination with New Haven Police Department and State/Federal law enforcement and homeland security partners) who will report directly to the Operations Committee;
 - iii. scheduled drills and exercises conducted from time to time in collaboration with the Campus Safety Officer and applicable partners and stakeholders; and
 - iv. annual review of program by the Operations Committee.

8.5 Diversity, Equity, and Inclusion. The Parties believe that successful operation of the Campus includes the pursuit of goals and outcomes to provide an environment with a diverse mix of minds, backgrounds and experiences. The Parties will strive to:

- (a) Cultivate an inclusive work environment at the Campus;
- (b) Solicit Station patron, resident and community feedback in further Campus development projects; and

- (c) Create opportunities for small, local, and minority business enterprises (MBE) at the Campus, which may include pursuing MBE, SBE and/or DBE contracting set-aside goals above minimums established by applicable State and federal law.

8.6 Accessibility. The Parties agree to pursue accessibility goals and outcomes at the Campus that serve to:

- (a) Establish and maintain accessibility to transportation services, and eliminate barriers, for people with disabilities;
- (b) Ensure compliance with, and aim to exceed, minimum standards established by applicable accessibility regulations promulgated pursuant to the ADA Requirements and other applicable laws or codes;
- (c) Perform periodic site inspections throughout the Term to identify accessibility problems or non-compliance and deploy appropriate solutions to make existing facilities more usable for people with disabilities and/or bring facilities into compliance;
- (d) Deploy accessible design for any new facilities/improvements at the Campus and ensure that provision of new amenities at the Campus maximizes accessibility
- (e) Provide user information on transportation services and amenities in accessible formats for persons with different types of disabilities (e.g. information in large print, braille or alternative, electronic format);
- (f) Provide assistance equipment, facilities, and technology such as lifts, ramps, signage, communication devices, and illumination, and regularly monitor operation to ensure remain in good operating condition. Any identified repair shall be prioritized as critical; and
- (g) Train staff to properly assist individuals with disabilities in a respectful, courteous way; and recognize that individuals with disabilities have different abilities and needs requiring different types of assistance.

8.7 Maintenance and State of Good Repair. The Parties agree to establish performance goals and set benchmarks for achieving and documenting an overall maintenance record of good or better.

- (a) Establish a general maintenance plan, with a point of contact and delegation plan
- (b) Establish procedures and schedule for internal inspection and preventative maintenance of mechanicals and physical plant
- (c) Establish procedures for addressing/resolving emergency and immediate maintenance needs
- (d) Establish a matrix for evaluation of response time and job performance
- (e) Prepare a master facilities plan that would be used for all aspects of managing the Campus.

8.8 Cleanliness. The Parties agree to establish performance goals and set benchmarks as follow:

- (a) Develop procedures and schedules at set forth in the Station SOW and Parking SOW for a general cleaning plan and deep cleaning plan, with a point of contact and delegation plan/duties;
- (b) Establish procedures and schedule for internal cleanliness inspection and evaluation;
- (c) Establish procedures for addressing/resolving emergency and immediate cleaning needs;
- (d) Establish a matrix for evaluation of response time and job performance; and

- (e) Set benchmarks for achieving and documenting an overall cleanliness rating as determined by the Operations Committee.

8.9 Financial viability: The Parties agree to ensure financial viability of the Campus, by pursuing the following:

- (a) Leverage of assets to optimize revenue-generating operations
- (b) Identification and implementation of cost savings measures
- (c) Development of a strategic budget planning model/strategies to minimize unnecessary expenditures and optimize resource allocation to strengthen Campus operations
- (d) Pursuit of underleveraged or alternative revenue sources

8.10 Economic vitality of city and state. The Campus occupies a unique geographic location at the intersection and hub rail links directly to New York City to the west, Hartford/Springfield to the north and Providence and Boston to the east, as well as serving as a historic entry to New Haven and the region. The Parties agree that, in establishing performance metrics, the Operations Committee shall seek to:

- (a) Develop marketing plan in coordination with the Brokerage Manager to attract a vibrant mix of high quality national and local retailers, food and other concessionaires and vendors at the Campus, subject to applicable statutory requirements;
- (b) Develop marketing plan in coordination with nearby transportation hubs to advertise easy accessibility of New Haven Union and State Street Stations and local attractions, employers, schools/universities, and major economic sectors;
- (c) Support high quality adjacent redevelopment efforts and improved links to downtown New Haven, the Long Wharf area, and the Hill neighborhood; and
- (d) Establish capital funding priorities to expand and develop additional retail and vendor space throughout the Campus.

8.11 Supporting transit. The Parties recognize that that vibrant and well managed rail and bus transportation is critical to ensuring greater utilization of the State's transportation system to assure economic viability and growth and support of the surrounding communities. New Haven is the central hub in Connecticut for Amtrak, Metro North Railroad, CT**rail** Shore Line East and Hartford Line service, and all the communities they serve. The Operations Committee shall establish performance goals for the Campus that will strive to:

- (a) Ensure availability and ease of use of high-quality intermodal transportation options;
- (b) Develop ease of connections between the several transportation modes at the Stations and the Campus;
- (c) Develop plans for ease of parking and "last mile" surface transportation options including but not limited to CT**transit** bus, ride share, taxi); and
- (d) Provide customers accurate and up-to-date information to utilize the connected rail/bus transportation system in a timely fashion and by means easily accessible to customers (including in electronic format).

8.12 Sustainability. The Parties recognize the growing environmental challenges posed by climate change including the threat of rising sea levels to low lying areas such as the Station and the Campus. The Operations Committee shall set sustainability targets for any major renovations to existing Campus buildings and garages and for any future developments on the east and west Union Station lots, which goals are:

- (a) Consistent with the checklist criteria for LEED Silver standard level building and construction design;
- (b) Consistent with the Connecticut Governor Ned Lamont's Executive Order No. 3 dated September 3, 2019 to reduce greenhouse emissions by 45% by 2030 and to achieve zero carbon energy by 2045, as may be revised and other Governor Executive Orders related to sustainability that may be issued during the Term of this Agreement;
- (c) Consistent with the New Haven Board of Alders Resolution Endorsing a Declaration of a Climate Emergency to Restore a Safe Climate, adopted September 3, 2019, as may be revised, and other Board of Alder resolutions related to sustainability that may be issued during the Term of this Agreement; and
- (d) Reflect the evolving standards of environmental preservation to meet the ongoing issues of climate change and other environmental challenges.

8.13 To ensure that these goals are pursued, the Operations Committee may develop performance metrics to impose on contracted Station Manager, Parking Manager, and Brokerage Manager, performing work at the Campus pursuant to this Agreement. The Operations Committee shall submit any proposed performance metrics to the Executive Oversight Panel for approval. CITY shall include the approved performance metrics in its contracts and monitor, document, and report to the Operations Committee the relative performance of its contractors with respect thereto.

ARTICLE 9. REVENUE AND ANNUAL RENT.

9.1 Upon commencement of the Term, CITY shall develop a process for managing Revenue, accounts, and a deposit and account transfer process, for submission to the Oversight Committee for review and approval, and to be updated from time to time throughout the Term upon Operations Committee request. No later than the expiration of the Transition Period, unless otherwise approved by the Operations Committee, CITY shall have all accounts established and commence managing Revenues and making deposits and transfers in accordance with such approved process and the requirements of this Article 9.

9.2 In accordance with such approved process, throughout the Term, CITY shall:

- (a) cause the timely collection and deposit into the Operating Account all Revenue generated by operations and Operations Committee-approved activities at the Campus managed by CITY pursuant to this Agreement and keep such funds restricted from other CITY funds;

- (b) for accounting and reporting purposes, code all Revenue by category; and

- (c) submit Revenue reports to the Operations Committee upon its request, and not less frequently than monthly.

9.3 Annual Rent shall include the total receipts of Revenue generated by operations at the Campus managed by CITY pursuant to this Agreement during the Fiscal Year minus all Operations Committee-approved expenses for the operation of the Campus for the Fiscal Year. Approved expenses for operation are those included in the approved Annual Budget, including but not limited to reimbursement for worked performed pursuant to Articles 5 through 7 by CITY and any contractors and/or vendors, and any unforeseen operating costs that the Operations Committee and Executive Oversight Panel approve for reimbursement.

9.4 Annual Rent shall not be remitted to CTDOT, but rather reserved by CITY, with Operations Committee oversight, for capital investment as more particularly described herein. Within thirty (30) days after close of the Fiscal Year, CITY shall deposit Annual Rent into a restricted account, held by CITY separately from other funds ("Capital Improvement Account"), for use to fund capital investment into the Premises, that have been approved by the Executive Oversight Panel pursuant to this Agreement.

9.5 In the event monthly Revenues do not exceed monthly operating costs, with the prior approval of the Executive Oversight Panel, the monthly deficit will be funded from the Capital Improvement Fund. Additionally, in the event of deficit operations, nothing herein precludes either Party from identifying and contributing other sources of funding to cover expenses of the monthly costs set forth in the approved Annual Budget. The Parties shall work cooperatively to identify and pursue additional funding from other sources to support the Premises during deficit operations, and neither Party shall unreasonably withhold consent that may be required from the Parties to accept such funding.

ARTICLE 10. RECONCILIATION OF REVENUE AND EXPENSES AND AUDIT

10.1 CITY shall maintain complete and accurate records for all Revenues received and funds expended in the operation of the Campus, in accordance with the accounting principles generally accepted in the United States of America and as required by the Governmental Accounting Standards Board g and upon reasonable notice make such records available to the Operations Committee, CTDOT, and any other entity having jurisdiction or audit authority.

10.2 CITY shall perform reconciliation of revenues and expenses against the Annual Budgets for each Station SOW, Parking SOW, and Brokerage Services SOW, including but not limited to CITY's staffing plan, staffing levels and equipment requirements and purchases for the Campus. CITY shall provide such reconciliation to the Operations Committee, CTDOT, and any other entity having jurisdiction or audit authority.

10.3 CITY shall prepare and submit to the Operations Committee monthly reporting of operating results and financial statements.

10.4 Audit

- (a) CTDOT, the State and their agents may inspect places of business related to performance of this Agreement.

- (b) City shall engage a certified public accounting ("CPA") firm to complete an annual audit of the expenses and revenues generated from the Campus, for the Fiscal Year to be paid for from the Revenues, and provide the annual audit to CTDOT no later than six (6) months following the close of the Fiscal Year.
- (c) The Operations Committee and the Executive Oversight Panel may request additional audits and CITY promptly provide all records and requested assistance for such audits.
- (d) CTDOT may require an additional audit and inspection of records upon at least twenty-four (24) hours' written notice to CITY prior to the requested audit and inspection date. If CTDOT suspects fraud or other abuse, or in the event of an emergency, CTDOT is not obligated to provide any prior notice.
- (e) All records related to any audit performed under this Article must be kept for at least seven (7) years and CITY shall require that the CPA firm provide CTDOT with access to any records of the CPA firm so that the State may audit or review all such records.
- (f) CITY shall cooperate fully, and require its contractors and/or vendors to cooperate fully, with CTDOT, the State and their agents in connection with an audit or inspection.

ARTICLE 11. INDEMNIFICATION

11.1 CITY shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Agreement, including, without limitation, the acts of commission or omission (collectively, the "Acts") of CITY or City Parties and any injury (including death) and damage to property; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Agreement. CITY shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. CITY's obligations under this Article to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of CITY's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

11.2 CITY shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

11.3 CITY shall reimburse the State for any and all damages to the real or personal property of State caused by the Acts of CITY or any City Parties. The State shall give CITY reasonable notice of any such Claims and CITY shall reimburse the State within sixty (60) days of the notice.

11.4 CITY's duties under this Article shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where CITY is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

11.5 CITY shall carry and maintain at all times during the Term, including any Extension Terms, and during the time that any provisions survive the Term, including any Extension Terms, sufficient insurance to satisfy its obligations under this Agreement. CITY shall name the State as an additional insured on the policy. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

11.6 CITY shall protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, Claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees arising out of or attributable to CITY, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to CITY, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to CITY.

11.7 This Article shall survive the expiration or earlier termination of this Agreement and shall not be limited by reason of any insurance coverage.

ARTICLE 12. INSURANCE

12.1 CITY agrees to secure and maintain the following minimum insurance coverages in subsections (a) – (h), or with prior approval of the Operations Committee pass to the Station Manager, Parking Manager or Brokerage Manager to secure and maintain, and also agrees that it will ensure that any and all contractors secure and maintain the following minimum coverages in subsections (a) through (e), which coverages shall become effective at the end of the Transition Period and continue throughout the Term of this Agreement:

- (a) COMMERCIAL GENERAL LIABILITY INSURANCE including Contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of, all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. Coverage shall include:
 - i. Products – Completed operations - \$1,000,000
 - ii. Personal and Advertising Injury - \$1,000,00
 - iii. Fire Damage (damage to rented premise) - \$100,000
- (b) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If CITY does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is

required. If a vehicle is not used in the execution of the Agreement then automobile coverage is not required.

- (c) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers all of CITY's employees at or working from the Premises, which coverage shall include Employer's Liability Insurance with minimum limits of:
 - i. \$1,000,000 Each Accident
 - ii. \$1,000,000 Disease - Each Employee; and
 - iii. \$1,000,000 Disease - Policy Limit
- (d) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY) in the event CITY and/or any of its contractors provide any architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement and/or at or with regard to the Campus, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.
- (e) RAILROAD PROTECTIVE LIABILITY in the event CITY or any of its contractors perform work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by CITY or its contractor(s), CITY or its contractor shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories specified as named insured: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the State, if not falling within any of the above-listed categories, and (v) any other party with an insurable interest. If such insurance is required, CITY or its contractor shall obtain and submit evidence of the minimum coverage indicated above to CTDOT prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.
- (f) GARAGE KEEPERS LEGAL LIABILITY COVERAGE secured and maintained by CITY (and/or its contractor who is operating the parking garages and parking lots under this Agreement) in the

amount of One Million Dollars (\$1,000,000) per occurrence. With prior approval of the Operations Committee, CITY may pass this obligation on to the Parking Manager.

- (g) COMMERCIAL CRIME POLICY secured and maintained by CITY in the amount of One Million Dollars (\$1,000,000), with coverage to include but not limited to, employee dishonesty, money and securities (inside and outside), and forgery or alteration. With prior approval of the Operations Committee, CITY may pass this obligation on to the Station and/or Parking Manager.
- (h) UMBRELLA LIABILITY secured and maintained by CITY in the amount of Twenty-Five Million Dollars (\$25,000,000) per occurrence and in the aggregate. With prior approval of the Operations Committee, CITY may pass this obligation on to each the Station Manager and/or Parking Manager or other contractor operating or managing a portion of the Premises where the public has access.

12.2 All products and completed operations coverage required to be maintained by CITY and its contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

12.3 Notwithstanding any other provision of this Article 12 to the contrary, any party required to maintain insurance hereunder shall be deemed to be in compliance with this Article even if such party's insurance policy(ies) are not written for amounts specified in section 12.1) above (other than worker's compensation insurance), provided said party carries Umbrella Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella Liability insurance follow(s) the form of said party's primary coverages.

12.4 Except as otherwise provided to the contrary in this Article, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that CITY shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the State that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded the State, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the Premises and/or the work, if any, to be performed by CITY or its contractors.

12.5 The State and its officers, agents and employees (collectively, "State Indemnified Parties") shall be named as additional insureds under any and all coverages maintained pursuant to Section 12.1 as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

12.6 Upon CITY's execution of this Agreement and on or before the tenth (10th) business day preceding every subsequent anniversary date of the execution of the Agreement during the Term, CITY agrees to furnish to the State one (1) or more certificates of insurance evidencing that CITY and its contractors have obtained the insurance required hereunder. Each certificate of insurance shall be in such form as is supplied or approved by the State, fully executed by an insurance company or companies satisfactory to the State, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved, in advance, by an authorized representative of the State in writing. CITY shall produce, and shall require its contractors to produce, within five (5)

business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, CITY and/or its contractors, as appropriate, may redact provisions of any policy that are clearly proprietary. If, at any time during the Term of this Agreement, CITY or its contractors shall fail to provide any such insurance documentation within five (5) business days period, or duly maintain (or ensure that its contractors maintain) all required insurance coverage in full force and effect, then the State, in addition to any other remedies it may have, all of which are reserved for the State, may either immediately terminate this Agreement or procure or provide alternate insurance coverage and charge CITY the cost thereof, which amounts shall then be promptly paid by CITY to the State. Copies of all required insurance policies shall be retained by CITY until three (3) years after the expiration of the Term of this Agreement.

12.7 Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to the State, by Official Notice, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to the State hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.

12.8 All of CITY's and its contractors' insurers shall be licensed to do business in the State and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.

12.9 CITY's contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of CITY's or its contractors' insurers shall have any right of subrogation or recovery against the State or any of the other State Indemnified Parties, all of which rights are hereby waived by CITY. All insurance maintained by CITY and its Contractors shall be primary and noncontributory and shall not be in excess of any other insurance.

12.10 Nothing herein shall preclude any Party, or its contractors, from procuring and maintaining, at such Party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, provided, however, that all liability insurance maintained by CITY or its contractors which covers the Premises and/or any work to be performed under this Agreement shall name the State as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by CITY and/or its contractors, and shall not contribute with it.

12.11 CITY shall neither do nor allow its contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this Article 12 shall or may be invalidated in whole or in part. In the event that any of the contractors so acts (or fails to act), then CITY shall promptly use commercially reasonable efforts to eliminate that condition.

12.12 CTDOT shall have the right to review and revise the insurance requirements applicable to CITY and its contractors during the Term and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the CTDOT reasonably deems to be prudent, in its sole discretion under the circumstances, based upon increased costs of construction,

inflation, statutory law, court decisions, claims history, and other relevant factors.

12.13 Unless requested otherwise by CTDOT, CITY, its contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any State Indemnified Parties, unless, and then only if and when, approved in writing by the State, which approval may be withheld in its sole and absolute discretion. CITY shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

12.14 The failure of the State, at any time or from time to time, to enforce the provisions of this Article 12 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of CITY to indemnify, defend and hold and save harmless CTDOT or the State Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by CITY or its contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Agreement or other contracts.

12.15 CITY shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.

12.16 The provisions of this Article 12, shall be incorporated and made a part of each contract or other agreement which CITY enters into under or in connection with this Agreement or the Premises with any third party (which shall include any person engaged by CITY to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the Premises) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this Article, CITY may request the State to approve different levels and/or types of coverage for such contractor. CTDOT may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.

12.17 The provisions of this Article 12 shall survive the expiration of the Term or earlier termination of this Agreement.

12.18 From time to time throughout Term, but no later than every five (5) years, the Operations Committee shall review the insurance coverages, minimum limits, and other requirements of this Article 12 and, upon consultation with and approval of the State Director of Insurance and Risk Management and the Worker's Compensation and Risk Management Division for City of New Haven, the Operations Committee shall update such coverages, limits and requirements. In such event, the Parties agree to incorporate the updated insurance coverages, limits, and requirements into a revised Article 12 memorialized by Mutual Written Consent, which upon the effective date specified therein, shall be incorporated herein as the operative Article 12 to the Agreement.

12.19 From time to time throughout Term, but no later than every five (5) years, in coordination with review set forth in Section 12.18, the Operations Committee shall review the insurance coverages, minimum limits, and other requirements of this Article 12 and determine which obligations to pass onto the Station Manager, Parking Manager, Brokerage Manager, and contractors, tenants, concessionaires, operators, and licensees at the Campus. CITY shall incorporate updated requirements into new contracts or extensions of contracts entered into during the Term.

ARTICLE 13. DISPUTE RESOLUTION

13.1 With respect to disputes between the Parties arising out of or relating to the performance of their respective obligations under the Agreement, including but not limited to satisfactory performance in accordance with the requirements of the Agreement by CITY, its Station Manager, Parking Manager, Brokerage Manager, or other contractor, the Parties through their representatives on the Operations Committee shall attempt in good faith to promptly resolve any dispute or controversy by negotiation during its regularly scheduled monthly meetings, or any Special Meetings that the Operations Committee schedules as needed to specifically address such dispute or controversy. If the Operations Committee is unable to reach a resolution, then the matter shall be escalated in accordance with this Article 13.

13.2 When the Operations Committee is unable to reach a resolution as to any particular dispute, a Party may give the other Party written notice of the dispute, delivered in accordance with Article 14. A copy of the written notice and response shall additionally be transmitted by electronic mail, if to CITY, addressed to the Mayor with a copy to the Economic Development Administrator, and if to CTDOT, addressed to the Commissioner with a copy to the Rail Administrator. The receiving Party shall promptly submit to the other Party a written response, but in no event later than five (5) business days after receipt of the notice. The notice and the response shall each include a statement of the Party's position and a summary of arguments supporting that position. The Parties agree that in efforts to resolve disputes, all reasonable requests for relevant information made by one Party to the other will be honored.

13.3 The Executive Oversight Panel shall review the submissions, and within thirty (30) days of the date that the written notification of a dispute is received by the receiving Party, shall meet at a mutually acceptable time and place, and, thereafter, as often as they reasonably deem necessary, to attempt to resolve the dispute. Upon completion of the resolution process to the mutual satisfaction of the Commissioner and Mayor, they will notify the Operations Committee of the agreed-upon resolution. If the Commissioner and Mayor are unable to reach agreement as to the resolution of the disputed issue(s) within thirty (30) days from the first meeting of the Executive Oversight Panel on the respective disputed issue, or other period of time as mutually agreed upon by the Commissioner and Mayor, the issue(s) shall be subject to non-binding mediation set forth in Section 13.4.

13.4 If the Executive Oversight Panel is unable to resolve a dispute, such dispute shall be subject to non-binding mediation as a condition precedent to any other proceedings by either Party unless both Parties agree to waive the mediation process. A Party's request for mediation shall be submitted in writing to the other Party in accordance with Article 14. The Parties shall jointly select one (1) disinterested mediator. The mediator shall be qualified in and have experience in the field of surface transportation or mixed use facility operation. In the event the Parties are unable to agree on a mediator,

the mediator shall be selected by alternative strikes by each Party from a list of five (5) mediators provided by the American Arbitration Association or the American Dispute Resolution Center in New Britain, Connecticut. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall commence within thirty (30) days after receipt of the request, or other period of time as mutually agreed upon by the Parties, and shall be held at 4 Brewery Street, New Haven, Connecticut, unless another location is mutually agreed upon by the Parties. If the Parties are unable to resolve their dispute through mediation, the Parties reserve all other remedies under the Agreement and at law.

13.5 For issues related to safety, compliance with Federal, State, or local law or regulation, or other matters for which CTDOT determines immediate redress is required but that CITY disputes, CITY shall not delay its performance of any work required to redress such issues during the pendency of any dispute resolution process that may be initiated under this Article. If a Federal, State or local authority having jurisdiction over the operations performed by CITY pursuant to this Agreement makes a determination that there is a violation by CITY of applicable safety or other regulations, that determination shall be final and binding on CITY, and shall not, as between CTDOT and CITY, be the subject of dispute resolution under this Agreement.

13.6 The occurrence of a dispute or controversy shall in no event relieve either Party from its respective obligations under the Agreement during the pendency of Dispute Resolution, provided that the parties are mutually, in good faith, participating in the process without delay or interruption, in accordance with this Article 13.

ARTICLE 14. Official Notice. Any "Official Notice" from one such Party to the other such Party (or Parties), in order for such Official Notice to be binding thereon, shall:

14.1 Be in writing (hardcopy) addressed to:

(a) When DOT is to receive such Notice –

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

With a copy to:

Agency Legal Director
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317536
Newington, Connecticut 06131-7546

(b) When CITY is to receive such Notice –

Economic Development Administrator
165 Church Street, 4R
New Haven, Connecticut 06510

With a copy to:

Office of the Corporation Counsel
165 Church Street, 4th Floor
New Haven, Connecticut 06510

With a copy to:

Special Counsel for Economic Development
165 Church Street, 4R
New Haven, Connecticut 06510

14.2 Be delivered in person with acknowledgement of receipt, be mailed by the United States Postal Service – “Certified Mail”, or delivered by a nationally recognized overnight courier to the address recited herein as being the address of the Party(ies) to receive such Notice; and

14.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

ARTICLE 15. STATE AND FEDERALLY REQUIRED PROVISIONS

15.1 Set-Aside Requirements

(a) With respect to operations at the Campus funded with revenues generated by the Campus pursuant to this Agreement, CITY shall meet or exceed its independent requirements under State law for Set-aside goal setting and reporting to the Commission on Human Rights and Opportunities.

(b) If federal funds are used to fund operations or work undertaken pursuant to any of the Scopes of Work of this Agreement, at the Campus,

(i) when CTDOT as grant recipient (e.g. CARES funding), the Operations Committee must bring the project to CTDOT’s DBE screening committee for prior review and assignment of goal percentage. With respect to such goal, CITY shall meet or exceed CTDOT’s DBE program requirements as set forth on Schedule 5 attached to this Agreement, as may be updated by CTDOT from time to time; or

(ii) when CITY is the grant recipient, CITY is responsible for determining the Set-aside goal and the associated federal requirements and complying therewith.

15.2 CITY shall comply with the provisions set forth in Schedule 6 attached to this Agreement, including Title VI requirements that must flow-down to contractors and tenants.

CITY will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject made in connection with all Federal funding and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

15.3 Prevailing wage and Standard wage per CGS. CITY acknowledges that it will comply with the requirements under State law administered by the Connecticut Department of Labor, including but not limited to, standard wage (CGS. § 31-57f) and prevailing wage (CGS. § 31-53 and 31-53a) that may apply to services performed under this Agreement.

15.4 CITY, with Operations Committee approval and CTDOT support, will be responsible to provide required vending opportunities to the Connecticut Department of Aging and Disability Services, BESB and pursue and obtain required BESB waivers of vending and concession right of first refusal, all pursuant to CGS § 10-303.

15.5 Reservation of CTDOT's right to review contracts/agreements (to ensure required provisions included, whether by State requirement, e.g. State nondiscrimination, or by Federal requirement, e.g., Title VI, and any federal grant-specific requirements as may apply throughout the term) and reserves the right to direct removal of contractors throughout the term as CTDOT may be required, e.g., as a result of contractor violation of requirements, suspension/disbarment from State work

15.6 CTDOT Administrative and Statutory Requirements. CITY shall comply with the requirements set forth in the "CTDOT Administrative and Statutory Requirements" attached as Schedule 7 to this Agreement.

ARTICLE 16. Additional Provisions

16.1 During the Term, CITY shall not introduce, sponsor or support any legislation that would modify any of its obligations arising from this Agreement or obligations surviving the expiration of the Predecessor Agreement, including but not limited to obligations associated with Federal grants-in-aid or other Federal participation at the Campus, or that would abrogate the CITY-CTDOT partnership with respect to the Campus without CTDOT consent.

16.2 CITY shall not assign any this Agreement in whole or in part, or any rights or obligation hereunder, voluntarily or otherwise, in any manner, without the prior written consent of CTDOT, with the exception of contracting-out duties under any Scope of Work with prior approval of the Operations Committee and, as applicable, the Executive Oversight Panel as set forth herein. CTDOT may void any purported

assignment in violation of this section and declare CITY in breach of the Agreement. Any termination by CTDOT for such a breach is without prejudice to CTDOT's rights or remedies.

16.3 References to Statutes, Public and Special Acts, Regulations, Codes and Executive Orders. All references in this Agreement to any statute, public and special acts, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Agreement, this Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public and special acts, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Agreement at the time of its execution.

16.4 Electronic Signatures. This Agreement may be executed by electronic signatures and such electronic signatures shall be deemed to be the original signatures of the Parties.

16.5 Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single binding agreement. The Parties agree that executed counterparts may be transmitted by facsimile or other electronic means and that such counterparts shall constitute an original.

16.6 Waiver. No waiver of any breach of the Agreement shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Agreement or at law or in equity.

16.7 Severability. If any term or provision of the Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to _____

16.8 Entire Agreement. The Agreement is the entire contract between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral.

[Signature pages immediately follow.]

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Joseph J. Giulietti
Commissioner

Date:

Personally appeared for the State of Connecticut Department of Transportation, Joseph J. Giulietti, Signer and Sealer of the foregoing instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as its Commissioner, before me.

Notary Public or
Commissioner of the Superior Court

CITY OF NEW HAVEN

WITNESSES:

Name:

Justin Elicker
Mayor

Name:

Date: _____

STATE OF _____)

) SS: _____

COUNTY OF _____)

City/Town

Date

Personally appeared for the City of New Haven, Justin Elicker, Signer and Sealer of the foregoing instrument and acknowledged the same to be the free act and deed of the City of New Haven, and his free act and deed as its Mayor, before me.

My Commission Expires:

Notary Public or
Commissioner of the Superior Court

This Agreement is made with the advice and consent of the undersigned in conformance with Section 4-67g of the Connecticut General Statutes, as revised.

Paul Hinsch, Policy Director of Asset Management
Office of Policy & Management
State of Connecticut

Date: _____

Name:
Title:
State Properties Review Board

Date: _____

APPROVED:

William Tong
ATTORNEY GENERAL

Joseph Rubin
Assistant Deputy Attorney General

Date: _____