

TWEED NEW HAVEN AIRPORT – PROPOSED AMENDMENT #1

**[No Power of Eminent Domain]**

Section 9.2 of the AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT shall be deleted and replaced with language substantially in the form hereof:

The Authority does not have the power of condemnation. Any property acquired by the Authority or the City (on the Authority's behalf) after the date hereof shall be in the name of the City but shall be deemed to be a part of the Leased Premises immediately upon such acquisition. The parties shall promptly execute and record or file all instruments necessary or appropriate to amend this Agreement, so as to include the newly acquired property as a part of the Leased Premises.

**[Limitation on Cargo or Freight Operations]**

Recognizing that there are currently no facilities dedicated to freight at the Airport, but also recognizing that federal law would preclude the City from prohibiting use of the Airport for transportation of freight, the Authority and the City agree that, to the extent permissible under federal law, the AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT shall expressly prohibit the construction of new buildings or a change of use of existing buildings or other such infrastructural changes designed to accommodate the same, without the Authority first obtaining Site Plan Approval from the City Plan Commission in the usual course of the City's business, and shall require the Authority to consult with the City prior to entering into any sublease of any portion of the Airport for the primary purpose of accommodating cargo or freight operations.

**[Consultation on Authority Performance Every Ten Years and Annual Public Comment]**

Section 3.6 of the AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT shall be deleted and replaced with language substantially in the form hereof:

- A. In the 10<sup>th</sup> year of the Demised Term, and every 10 years for the duration of the Demised Term, the City and Authority shall meet to consult and evaluate the quality of the Authority's performance under this Agreement and maintenance of the Airport, and will discuss whether performance revisions are appropriate.
- B. In the same month of the Authority's fiscal year's close (June), the Authority and AirportCo shall jointly hold an annual community meeting with the alder or alders whose district or districts encompass or abut the Airport. Such meeting shall be open to the public and allow for public comment.

**[Requirement to Maintain Adequate Flood Insurance]**

The AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT shall be amended to require the Authority to continue to ensure that adequate flood insurance is maintained for the Airport.

**[Cooperation on Revising FEMA Flood Maps and Reducing Flood Insurance Premiums for Neighboring Properties]**

The AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT shall, to the extent permissible by federal law, be amended to require AirportCo, the Authority and the City, to the extent practicable, to work cooperatively to implement recommendations associated with new stormwater model together with ongoing maintenance of the Morris Creek tide gates and environmental initiatives associated with the Project with the aim of enhanced coastal flood resiliency, revisions to FEMA flood maps due to a reduced flood risk for the Airport and the surrounding neighborhood and to reduce the flood insurance premiums for homes and businesses within the flood zone.

**[Establishment of Public Environmental Stewardship Committee]**

Term 13 of Exhibit D of the AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT shall be amended to require the Authority to establish an Environmental Stewardship Advisory Committee consisting of 3 New Haven residents and 3 East Haven Residents. Such Committee shall be staffed by the City's engineering Department to assist the Authority in promoting and maintaining sustainability efforts. The Environmental Stewardship Advisory Committee shall be a public agency subject to the Connecticut Freedom of Information Act.

**[Carbon Offset Program]**

The AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT shall be amended to require the AirportCo and the Authority to study and, to the extent feasible, implement a passenger carbon offset program.