

AMENDMENT NO. 1  
TO THE  
LEASE, OPERATING AND FUNDING AGREEMENT

THIS AMENDMENT NO. 1 TO THE LEASE, OPERATING AND FUNDING AGREEMENT (“Amendment”) is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation (“CTDOT”), Garrett Eucalitto, 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 and CITY, are parties to the existing Lease, Operating and Funding Agreement (No. 10.01-02(21)) dated February 14, 2022 (“Agreement”);

WHEREAS, consistent with the Parties’ goal to pursue redevelopment of the Campus as set forth in Section 4.7(i) of the Agreement, the Parties, are collaborating on the goals and requirements for a transit oriented development project on part of the Campus known as the New Haven Union Station east lot parcel located at 30 Union Avenue in New Haven, Connecticut;

WHEREAS, pursuant to Section 13b-79kk of the Connecticut General Statutes, CTDOT is conducting the transit-oriented development project to improve and develop public transportation facilities on the east lot parcel;

WHEREAS, the Parties wish to enter into this Amendment to allow for removal of the east lot parcel from the Campus in order for CTDOT to transfer custody and control of the same to the selected developer as required to complete such project;

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

WHEREAS, by an Order of the Board of Alders adopted on MONTH DAY, 2024, which, became effective upon the execution by Mayor Justin Elicker on MONTH DAY, 2024, the CITY has the authority to enter into this Amendment.

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

1. The Recitals are incorporated into the body of this Amendment.

2. Capitalized terms referenced, but not defined, in this Amendment have the meaning ascribed to them in the Agreement.

3. This Amendment shall become effective, in part (excluding Sections 4 through 6), upon execution by the Parties and approval by the Office of Policy & Management and the Attorney General of the State of Connecticut. Once the Amendment is executed and approved, Sections 4 through 6 of this Amendment shall become effective only upon execution of the written instrument between CTDOT and the developer transferring custody and control of the east lot, including all approval signatures. CTDOT shall provide thirty (30) days' prior written notice to CITY, which may be sent by email, of the anticipated effective date of such transfer of custody and control.

4. Upon the effective date of the transfer of custody and control to the developer (as established pursuant to Section 3), the east lot parcel shall be removed from the Campus. Accordingly, upon such occurrence Section 6.1(b) of the Agreement shall be deleted in its entirety and replaced as follows:

(b) Reserved.

5. After removal of the east lot parcel, in the event of deficit operations as referenced in Section 9.5, it shall be CTDOT's responsibility to identify and contribute such other sources of funding to the Operations Account, in order to cover monthly budgeted expenses up to the amount of anticipated parking revenues that would have been generated from the east lot parcel, based on average monthly parking revenue for the 12-month period prior to removal from the Campus. With prior Operating Committee approval, CTDOT will disburse such funding to the CITY in advance for deposit into the Operations Account in order to avoid a negative balance therein. This CTDOT responsibility shall extend only until the earlier of (i) the intake of new parking revenue in a manner approved by the Operations Committee, including without limitation by the commencement of an alternative parking operation, such as on the New Haven Union station west lot identified in Section 6.1(c), or (ii) the commencement of the generation of any additional revenue at, or new revenue sources for, the Campus, such as from new or updated tenancies, concessions, and other commercial activities, as approved by the Operations Committee.

6. Schedule 1 to the Agreement is deleted and replaced with Schedule 1 (rev August 2024) attached to this Amendment. During the Term of the Agreement, Schedule 1 may be revised to specify the metes and bounds description and aggregate land area of the Campus, which may be no smaller than 4.3 acres in aggregate land area after transfer of the east lot parcel as currently shown on Schedule 1 (rev August 2024). Such revised Schedule 1 shall be memorialized by exchange of Mutual Written Consent (as defined in Section 1.37 of the Agreement).

7. In Schedule 7 to the Agreement, Section 7 is deleted in its entirety and replaced with the following:

7. Executive Orders and Other Enactments

(a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made

applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT's authority to require compliance with the Enactments.

- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

8. All other provisions of the Agreement not modified by this Amendment remain in full force and effect.

9. If transfer of custody and control to the developer does not occur within three (3) years from the Effective Date of this Amendment, the provisions of this Amendment, other than Section 7, shall be void and no longer of any force or effect.

*[Signature pages immediately follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

AS TO THE CITY OF NEW HAVEN, APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Michael J. Pinto  
Assistant Corporation Counsel

\_\_\_\_\_  
Date

**CITY OF NEW HAVEN**

**WITNESSES:**

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

\_\_\_\_\_  
Justin Elicker  
Mayor

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

STATE OF \_\_\_\_\_ )

) SS: New Haven

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
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



CTDOT Agreement No. 7.16-01(24)  
CTDOT CORE I.D. 22DOT0022AA

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.

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

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Date

APPROVED:

William Tong  
ATTORNEY GENERAL

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Jeffrey Zeman  
Assistant Attorney General

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Date

