

**CAPITAL PARTNERSHIP AGREEMENT BETWEEN  
THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF NEW HAVEN  
FOR THE  
NEW HAVEN UNION STATION PARTNERSHIP**

This Agreement for the New Haven Union Station Partnership is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut Department of Transportation (“CTDOT”) acting herein through Richard W. Andreski, Bureau Chief, Bureau of Public Transportation, duly authorized and the City of New Haven, a municipal corporation with a mailing address at 165 Church Street, New Haven, Connecticut (“City”), acting through the Hon. Justin Elicker, Mayor, duly authorized.

**WHEREAS**, Commissioner Joseph Giulietti and New Haven Mayor Justin Elicker executed the New Haven Union Station Partnership Letter of Intent, dated September 20, 2020, outlining vision of the New Haven Union Station Partnership for the development and improvement of the Historic New Haven Union Station (“Union Station”), and setting goals for the planning and funding of capital improvement for Union Station (the “NHUSP LOI”); and

**WHEREAS**, CTDOT and the City are parties to that certain Lease, Operating and Funding Agreement (“LOF Agreement”) signed concurrently with this Agreement, for the Campus, as defined and described in the LOF Agreement (the “Campus”);

**WHEREAS**, the NHUSP LOI recognizes the important role the Union Station Transportation Center and nearby State Street Station play in the New Haven and regional economies and seeks open a new era in the management of State of Connecticut owned railroad stations in New Haven and the revitalization of the areas surrounding the New Haven stations; and

**WHEREAS**, the NHUSP LOI recognizes that vibrant and well managed transportation hubs serve as a catalyst for transit oriented development and greater utilization of the State’s transportation systems; and

**WHEREAS**, CTDOT and the City wish to enter into this Agreement to outline the capital improvement goals for the continued revitalization of Union Station and the Campus;

**WHEREAS**, the Connecticut General Assembly passed Public Act 15-1, Section 233(b)(12) which among its provisions authorizes a state capital bond for the design and construction of certain improvements within the Campus, subject to approval by the State Bond Commission; and

**WHEREAS**, the CTDOT and the City are committed to identifying and pursuing available and potential sources of funding to fund the continued revitalization of Union Station and the Campus; and

**WHEREAS**, CTDOT has the authority, pursuant to Section 13b-4 of the Connecticut General Statutes, as revised, to enter into this Agreement.

**WHEREAS**, the City has the authority to enter into this Agreement pursuant to an Order of the New Haven Board of Alders, dated \_\_\_\_\_, 2021, and made effective upon signing by Mayor Justin Elicker.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**A. Capital Planning.**

1. The Operations Committee, as established and defined in the LOF Agreement, shall recommend projects for inclusion in a plan of capital investment at the Campus (the "Campus Capital Program") which shall correspond to the goals to make strategic capital investments at the Campus;
2. The projects in the Campus Capital Program shall be reviewed and approved by the Executive Oversight Panel, as established and defined in the LOF Agreement and, where CTDOT funding is proposed for such project, be submitted to CTDOT as a recommended project for inclusion in the CTDOT 5-year Capital Program.
3. Inclusion in the CTDOT 5-year Capital Program is dependent on the availability of funding and nothing in this Agreement obligates CTDOT to include projects recommended by the Operations Committee and/or approved by the Executive Oversight Panel.

**B. Capital Program Funding.**

The Campus Capital Program may be funded from the following sources:

1. The Capital Improvement Account as established by and defined in the LOF Agreement for the reinvestment into the Campus; and
2. Other funding sources as may become available to implement the Campus Capital Plan, which may include, but are not limited to:
  - a. Federal 2021 earmark, infrastructure funding, or other federal discretionary funding as available;
  - b. Federal Railway Administration financing;
  - c. Federal Transit Administration financing;
  - d. Railroad Rehabilitation and Improvement Financing;
  - e. Other transportation or infrastructure related funding; and
  - f. State capital bonding, revenue bonding provided by Campus assets or both.

**C. Campus Improvement Goals:**

1. The Parties agree that the following items are goals to be included in the Campus Capital Program:
  - a. Improve the basement, first and second floors of Union Station to allow for and attract new retail options;
  - b. Improve vertical access (stairs, elevators and escalators) to enable future adaptive reuse of the upper floors of Union Station;
  - c. Improve public restrooms at the Campus;

- d. Provide for potential new connections to mixed use intermodal center on West surface lot;
  - e. Pursue Public-Private Partnership (P3) opportunities for transit oriented development on the east and/or west lots of Union Station that also incorporates the following requirements:
    - i. Increased access for CT*transit* buses;
    - ii. Increased access for intercity buses;
    - iii. Accommodations for shuttle buses;
    - iv. Accommodations for taxi and ridesharing access;
    - v. 600 additional commuter parking spaces; and
    - vi. Improved passenger pick-up and drop-off.
  - f. Engage in planning to improve access from the Long Wharf area and the Hill Neighborhood to Union Station;
  - g. Reconnect and rebuild Columbus Avenue from Church Street South to Union Avenue on right-of-way owned or controlled by the City;
  - h. Refresh and enhance streetscape and wayfinding experiences connecting existing and planned parking and transportation capacity with Union Station and State Street Station;
  - i. Engage in planning to distribute future additional parking on the southern side of the rail yard to allow for potential growth of the Long Wharf area; and
  - j. Enhance and improve experience for passenger pick up and drop off for both regulated vehicles and personal vehicles.
2. The annual facility condition survey prepared by the New Haven Parking Authority, dated June 2021 (the “Annual Condition Survey”) is attached as Exhibit A to this Agreement and incorporated herein. The Operations Committee shall consider the Annual Condition Survey, as updated by the City with review and approval by the Operations Committee on an annual basis, in recommending projects for inclusion in the Campus Capital Program.

D. Effective Date & Term.

1. The Agreement shall be effective upon the date it is approved as to form by the Attorney General of the State of Connecticut, as evidenced by the signature provided below.
2. The Agreement shall commence on its Effective Date and remain in effect for the duration of the LOF Agreement. Upon expiration or earlier termination of the LOF Agreement, this Agreement shall likewise terminate.

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.

CITY OF NEW HAVEN

By: \_\_\_\_\_ Date: \_\_\_\_\_

Hon. Justin Elicker  
Its Mayor

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Joseph J. Giulietti, Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM:

WILLIAM TONG  
ATTORNEY GENERAL

By: \_\_\_\_\_  
Joseph Rubin  
Assistant Deputy Attorney General

Date: \_\_\_\_\_