

CHECK LIST FOR ALDERMANIC SUBMISSIONS

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Cover Letter |
| <input checked="" type="checkbox"/> | Resolutions/ Orders/ Ordinances |
| <input checked="" type="checkbox"/> | Prior Notification Form |
| <input checked="" type="checkbox"/> | Fiscal Impact Statement - Should include comprehensive budget |
| <input checked="" type="checkbox"/> | Supporting Documentation |
| <input checked="" type="checkbox"/> | Disk or E-mailed Cover letter & Order |

IN ADDITION IF A GRANT:

| | |
|--------------------------|--|
| <input type="checkbox"/> | Notice of Intent |
| <input type="checkbox"/> | Grant Summary |
| <input type="checkbox"/> | Executive Summary (not longer than 5 pages without an explanation) |

| | |
|--------------------------------------|---|
| Date Submitted: | <u>9/28/2021</u> |
| Meeting Submitted For: | <u>10/4/2021</u> |
| Regular or Suspension Agenda: | <u>Regular</u> |
| Submitted By: | <u>Michael Piscitelli, Economic Development</u> |

Title of Legislation:

**ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
APPROVING THE DISCONTINUANCE OF A REMAINING PORTION OF THE
FORMER PULASKI STREET AND APPROVING A DEVELOPMENT AND LAND
DISPOSITION AGREEMENT WITH RESPECT TO THAT PROPERTY KNOWN
AS 793 STATE STREET, NEW HAVEN, CONNECTICUT INCORPORATING
SAID REMAINING PORTION OF THE FORMER PULASKI STREET**

Comments: _____

Coordinator's Signature: MDL

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

Call 946-7670 with any questions.



Justin Elicker
Mayor

City of New Haven
Office of the Economic Development Administrator
165 Church Street
New Haven, Connecticut 06510



Michael Piscitelli
Economic Development
Administrator

September 21, 2021

The Honorable Tyisha Walker-Myers
President, New Haven Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

**Re: ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
APPROVING THE DISCONTINUANCE OF A REMAINING PORTION OF THE
FORMER PULASKI STREET AND APPROVING A DEVELOPMENT AND LAND
DISPOSITION AGREEMENT WITH RESPECT TO THAT PROPERTY KNOWN AS
793 STATE STREET, NEW HAVEN, CONNECTICUT INCORPORATING SAID
REMAINING PORTION OF THE FORMER PULASKI STREET**

Dear Honorable President Walker-Myers:

Enclosed for the Board of Alders' ("BOA") consideration is an Order requesting approval of the discontinuance of the remaining portion of the former Pulaski Street which would allow for the development of a new mixed-use building as described in the enclosed Development and Land Disposition Agreement ("DLDA").

During previous urban redevelopment projects, the portion of the former Pulaski Street ("Pulaski Street") located between 793 State Street and the Park New Haven State/Pulaski Parking Lot located at 781 State Street ("State/Pulaski Parking Lot") was never formally discontinued by the BOA. This portion of the Pulaski Street serves no purpose as a thoroughfare or (due to the construction of Interstate 91) a potential thoroughfare, and accordingly, the City of New Haven's (the "City") interest to discontinue it and return it to the tax rolls.

Alpha Acquisitions, LLC ("Alpha Acquisitions") is the owner of 793 State Street, which directly abuts Pulaski Street to the north while the City owns the abutting State/Pulaski Parking Lot to the south. By way of law, upon a discontinuance of a portion of a City street, the abutters become owners of the discontinued portion to the midpoint thereof. In this instance, upon BOA approval, one-half of Pulaski Street (to the mid-point thereof) will be owned by Alpha Acquisitions as the owner of 793 State Street and the remaining half will be owned by the City as the owner of the State/Pulaski Parking Lot

Alpha Acquisitions recently demolished a longtime vacant residential building on 793 State Street that was a persistent source of blight and complaints to many City departments including the Building Department and LCI. In its place they are proposing a new mixed-use development

comprised of sixteen residential units with dedicated retail/commercial space on the first floor (the "Proposed Project").

The Proposed Project requires a small amount of land assembly and Alpha Acquisitions, per the proposed Development and Land Disposition Agreement ("DLDA"), has requested that the City transfer its remaining half of Pulaski Street acquired via the street discontinuance to enable them to fully develop the Proposed Project.

Given the fact that 793 State Street was perhaps the most blighted property in the entire Upper State Street District and one that had been vacant for many years making it an attractive nuisance for illegal dumping, trespassing and other issues which affect the quality of life for the entire neighborhood we believe it is in the public interest to move forward with the Proposed Project. The property's redevelopment as a mixed-use building will reactivate this portion of State Street and ameliorate most of the problems associated with the property as it exists now, while adding new revenue to the City's tax rolls. Alpha Acquisitions will also be an owner occupant of the new building as it will base its business operations in one of the ground floor commercial spaces.

Alpha Acquisitions has also worked hard to design a building that is in character with the rest of much of Upper State Street and, as outlined in the DLDA, has committed to make at least 12.5 % of its units (two units) deeply affordable. Furthermore, they have been conscientious with community input. They will also have to go through the City's regular land use approval process which will allow multiple opportunities for further input before the Proposed Project becomes a reality.

Thank you for your timely consideration of this matter, please do not hesitate to contact me with further questions or concerns

Sincerely,



Michael Piscitelli, AICP
Economic Development Administrator

CC:

Taijah Anderson, Legislative Liaison to Board of Alders
File

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE DISCONTINUANCE OF A REMAINING PORTION OF THE FORMER PULASKI STREET AND APPROVING A DEVELOPMENT AND LAND DISPOSITION AGREEMENT WITH RESPECT TO THAT PROPERTY KNOWN AS 793 STATE STREET, NEW HAVEN, CONNECTICUT INCORPORATING SAID REMAINING PORTION OF THE FORMER PULASKI STREET

WHEREAS, it has come to the attention of the City of New Haven (the "City") that during previous urban redevelopment projects, a portion of the former Pulaski Street ("Remaining Pulaski Street") was never formally discontinued by the Board of Alders; and

WHEREAS, Remaining Pulaski Street serves no purpose as a thoroughfare or (due to the construction of Interstate 91) a potential thoroughfare, and accordingly, the City has determined that it is in the City's best interest to discontinue Remaining Pulaski Street; and

WHEREAS, Alpha Acquisitions, LLC (the "Developer") is the owner of that property known as 793 State Street, New Haven, Connecticut (the "Developer Property") which Developer Property abuts Remaining Pulaski Street to the North and the City is the owner of that parcel of land which is currently known as 781 State Street and operated as a parking lot by the New Haven Parking Authority (the "City Property"), which City Property abuts Remaining Pulaski Street to the South; and

WHEREAS, by way of operation of law, upon a discontinuance of Remaining Pulaski Street, one-half of Remaining Pulaski Street (to the mid-point thereof) will be owned by the Developer as the owner of the Developer Property (the "Remaining Pulaski Street Developer Portion") and the remaining half will be owned by the City as the owner of the City Property (the "Remaining Pulaski Street City Portion"); and

WHEREAS, in the event of a discontinuance of Remaining Pulaski Street, the Developer has requested that the City transfer the Remaining Pulaski Street City Portion to the Developer so that the Developer may combine the Developer Property with the Remaining Pulaski Street Developer Portion and the Remaining Pulaski Street City Portion (together the "Development Parcel") and thereafter develop the Development Parcel into a mixed-use residential building containing approximately sixteen (16) residential units, all as more particularly described in a proposed Development and Land Disposition Agreement (the "Proposed DLDA") a copy of which Proposed DLDA is attached to this Order; and

WHEREAS, as set forth in the Proposed DLDA, the City and the Developer have determined the fair market value of the Remaining Pulaski Street City Portion to be Eleven Thousand (\$11,000.00) Dollars (the "Purchase Price"); and

WHEREAS, the Board of Alders has reviewed the Proposed DLDA and has found that the assemblage of the Development Parcel in order to accomplish the same would be beneficial to the City.

NOW, THEREFORE, BE IT ORDERED by the Board of Alders of the City that the Remaining Pulaski Street be discontinued and that Remaining Pulaski Street City Portion be quitclaimed by the City to the Developer in consideration of the Purchase Price, all as more particularly described in the Proposed DLDA, and to be accomplished in accordance therewith; and

BE IT FURTHER ORDERED, that the Proposed DLDA be approved, together with any and all ancillary documentation required to implement and effect the intent and purpose set forth in the proposed DLDA

and this Order including, without limitation, a quitclaim deed (the "Deed") with respect to the Remaining Pulaski Street City Portion (collectively the "Ancillary Documents"); and

BE IT FURTHER ORDERED, that the Mayor of the City be and hereby is authorized to execute and deliver, on behalf of the City, the Proposed DLDA in form substantially similar to that approved hereby (meaning that no "substantive amendments" may be made to same without further approval by the Board of Alders, "substantive amendments" being as defined by the Board of Aldermen by resolution adopted April 30, 2002), and to execute and deliver the Deed and all other necessary Ancillary Documents, on behalf of the City, and the City-Town Clerk of the City be and hereby is authorized and directed to impress and attest the official seal of the City upon the Proposed DLDA, the Deed and all other Ancillary Documents and this Order.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO : **Alder Abby Roth, Ward 7 (directly affected)**

Others: President Tyisha Walker-Myers, Ward 23

DATE: **September 27, 2021**

FROM: Department **Economic Development**
Person **Michael Piscitelli** Telephone **X 2867**

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Aldermen.

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE DISCONTINUANCE OF A REMAINING PORTION OF THE FORMER PULASKI STREET AND APPROVING A DEVELOPMENT AND LAND DISPOSITION AGREEMENT WITH RESPECT TO THAT PROPERTY KNOWN AS 793 STATE STREET, NEW HAVEN, CONNECTICUT INCORPORATING SAID REMAINING PORTION OF THE FORMER PULASKI STREET

Check one if this an appointment to a commission

☐ Democrat

☐ Republican

☐ Unaffiliated/Independent/Other

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Aldermen.

FISCAL IMPACT STATEMENT

DATE: 09/23/2021
FROM (Dept.): Economic Development Administration
CONTACT: Michael Piscitelli PHONE 203-946-2867

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE DISCONTINUANCE OF A REMAINING PORTION OF THE FORMER PULASKI STREET AND APPROVING A DEVELOPMENT AND LAND DISPOSITION AGREEMENT WITH RESPECT TO THAT PROPERTY KNOWN AS 793 STATE STREET, NEW HAVEN, CONNECTICUT INCORPORATING SAID REMAINING PORTION OF THE FORMER PULASKI STREET

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

| | GENERAL | SPECIAL | BOND | CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE |
|-------------------------|---------|---------|------|---|
| A. Personnel | | | | |
| 1. Initial start up | N/A | N/A | | |
| 2. One-time | N/A | N/A | | |
| 3. Annual | N/A | N/A | | |
| B. Non-personnel | N/A | N/A | | |
| 1. Initial start up | N/A | N/A | | |
| 2. One-time | N/A | N/A | | |
| 3. Annual | N/A | N/A | | |

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO ☐
YES ☒

1. One time:
\$11,000.00

2. Annual:

Other Comments: Sale of half of discontinued remaining portion of Pulaski Street will allow for new mixed-use development to occur on land that is currently vacant. Development will bring new tax revenue to the City while adding new residential units including affordable housing units to the Upper State Street neighborhood.

DEVELOPMENT AND LAND DISPOSITION AGREEMENT

BETWEEN

THE CITY OF NEW HAVEN

AND

ALPHA ACQUISITIONS LLC

(793 STATE STREET)

THIS DEVELOPMENT AND LAND DISPOSITION AGREEMENT (this “Agreement”) is entered into as of the ____ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address of 165 Church Street, New Haven, Connecticut 06510 (the “City”), and **ALPHA ACQUISITIONS LLC** a limited liability company organized and existing under the laws of the State of Connecticut, with a mailing address of 185 Bartlett Drive Madison, CT 06443 (the “Developer”).

BACKGROUND

(i) In 1961 and 1962 the majority of Pulaski Street and the property surrounding it were acquired by the State of Connecticut (the “State”) for the purpose of construction of Interstate 91. A small portion of Pulaski Street was not taken by the State, nor was it ever formally discontinued at that time. However pursuant to an Order of the Board of Alders dated _____ (the “Order”) the remaining portion of Pulaski Street has been discontinued with the result that the portion of the former Pulaski Street adjacent to the New Haven Parking Authority Lot # ____ (as shown on Exhibit A) is owned by the City (the “City Property”) and that portion of the former Pulaski Street adjacent to 793 State Street is owned by the Developer, as the owner of 793 State Street (the “Developer Property”).

(ii) The City and the Developer have agreed to enter into this Agreement pursuant to which the City will convey the City Property to the Developer, so that the Developer may develop 793 State Street, the Developer Property and the City Property (together, the “Property”) as one project in accordance with the terms and conditions set forth in this Agreement.

ARTICLE I

INTERPRETATION AND DEFINITIONS

Section 1.1 Interpretation

(A) Words such as “hereunder,” “hereto,” “hereof” and “herein” and other words of similar import shall, unless the context requires otherwise, refer to the whole of

this Agreement and not to any particular article, section, subsection, paragraph or clause hereof.

(B) A reference to “including” means including without a limitation of the generality of any description preceding such term, and for the purposes of this Agreement the rule of ejusdem generis shall not be applicable to limit or restrict a general statement, followed by or referable to an enumeration of specific matters, to matters similar to, or of the same type, class or category as, those specifically mentioned.

(C) Any reference to “days” shall mean calendar days unless otherwise expressly specified.

(D) Any reference to any statute, law or regulation includes all statutes, laws or regulations amending, consolidating or replacing the same from time to time, and a reference to a law or statute includes all regulations, codes or other rules issued or otherwise applicable under such law or statute unless otherwise expressly provided in such law or statute or in this Agreement. This rule of interpretation shall be applicable in all cases notwithstanding that in some cases specific references in this Agreement render the application of this rule unnecessary.

(E) Capitalized terms used herein shall have the meanings set forth in Section 1.2 below, or as otherwise defined in this Agreement.

(F) Each party agrees to work diligently and in good faith to provide any and all approvals, consents, waivers, acceptances, concurrences or permissions required to be given or made by any party hereunder, which approvals, consents, waivers, acceptances, concurrences or permissions shall not be unreasonably withheld, delayed or conditioned by the party whose approval, consent, waiver, acceptance, concurrence or permission is required, whether or not expressly so stated, unless otherwise expressly provided herein.

(G) The City and the Developer have participated in the drafting of this Agreement and any ambiguity contained in this Agreement shall not be construed against the City or the Developer solely by virtue of the fact that the City or the Developer may be considered the drafter of this Agreement or any particular part hereof.

(H) With respect to interpretation of individual words in this Agreement, the singular version shall be construed to include the plural version, and vice versa, except where the context or a reasonable reading of a word could only mean either a singular or plural version of such word.

(I) With respect to any Exhibit made part of this Agreement, the Developer and the City may amend, alter or change such Exhibit provided such amendment, alteration or change is in a writing signed by the Developer and the Economic Development Administrator of the City. In the event that there is a conflict between an Exhibit to this Agreement and the text of this Agreement, the text of this Agreement shall control, unless otherwise provided for in the text of this Agreement.

(J) Any time limits which are imposed upon the performance of the parties hereto by the terms of this Agreement shall, if applicable, be subject to adjustment for Excusable Delays.

(K) Whenever this Agreement requires that a party make a payment to another party or to a third party, such payment shall be made in a timely manner and on a prompt basis.

(L) Reference to obligations surviving in any section of this Agreement does not imply either survivability or nonsurvivability of obligations of another section.

Section 1.2 Definitions

For the purposes of this Agreement:

(A) "Affiliate" means any entity which is fifty-one (51%) percent or more owned or controlled by the Developer, or an entity under which the Developer and such entity are under common ownership or control.

(B) "Agreement" means the four corners of this instrument, and includes any Exhibits or other appendices or schedules incorporated by reference, as well as any amendments, modifications, or supplements which may be executed by the City and the

Developer subsequent to the effective date of this instrument, but does not include any agreement, understanding or other arrangement between the City and the Developer.

(C) “Certificate of Completion” means a certificate issued in accordance with Section 7.2 of this Agreement.

(D) “City Default” means an event of default by the City as more particularly set forth in Section 8.2 of this Agreement.

(E) “City Design Reviewers” means the City’s Economic Development Administrator and City Plan Director, or, in the event either or both of such positions are vacant, such appropriate parties as have been designated by the Mayor of the City.

(F) “Compulsory Taxable PILOT Period” means the period commencing on the Effective Date and ending on the date that is thirty (30) years from the Effective Date.

(G) “Conditions Precedent” shall have the meaning set forth in Section 2.2 of this Agreement.

(H) “Default Notice” means any notice of eligible event of default delivered by either the City or the Developer under the provisions of Article VIII of this Agreement.

(I) “Developer” has the meaning ascribed to in the preamble of this Agreement and shall include any permitted successor or assignee of the Developer.

(J) “Developer Improvements” means the improvements to be carried out by the Developer on the Property, as set forth in **Exhibit C** of this Agreement, but does not include site preparation.

(K) “Dispute Resolution Procedure” means the procedure for resolving disputes as set forth in Section 8.4 of this Agreement.

(L) “Environmental Conditions” means any conditions which, under applicable Environmental Laws, require testing, remediation or monitoring for a property with the uses contemplated by this Agreement.

(M) “Environmental Laws” means any and all laws, statutes, ordinances, rules, regulations, and orders of any Governmental Authority pertaining to the environment, including the federal Clean Water Act, the federal Clean Air Act, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Water Pollution Control Amendments, the federal Resource Conservation and Recovery Act of 1976, the federal Hazardous Materials Transportation Act of 1975, the Federal Safe Drinking Water Act, the federal Toxic Substances Control Act, and any comparable or similar environmental laws of the State of Connecticut, including without limitation Title 22a of the General Statutes, the Remediation Standard Regulations RCSA Section 22a-133k 1 through 3 inclusive (as amended from time to time) (RSRs), and the Brownfield Remediation and Revitalization Program (BRRP).

(N) “Event of Bankruptcy” means any of the following: (i) if a receiver or custodian is appointed for all or a substantial portion of the Developer’s property or assets, which appointment is not dismissed within one hundred eighty (180) days; (ii) if the Developer files a voluntary petition under the United States Bankruptcy Code or any other bankruptcy or insolvency laws; (iii) if there is an involuntary petition filed against the Developer as the subject debtor under the United States Bankruptcy Code or any other bankruptcy or insolvency laws, which is not dismissed within one hundred eighty (180) days of filing, or which results in the issuance of an order for relief against the debtor; or (iv) if the Developer makes or consents to an assignment of its assets, in whole or in part, for the benefit of creditors, or a common law composition of creditors.

(O) “Event of Default” means default by the City or the Developer as more particularly described in Article VIII of this Agreement.

(P) “Existing Environmental Conditions” means any Environmental Conditions at the City Property existing on the date of this Agreement.

(Q) “Excusable Delay” means any delay in any party’s performance under this Agreement caused by any “Force Majeure” event.

(R) “Force Majeure” means any event, act or failure to act caused by: strikes, lockouts, or other labor or industrial disturbance; war; court, administrative, or other governmental order directing the construction of the Project be stopped; acts of terrorism; insurrection, civil disturbance, act of the public enemy, war, riot, sabotage, blockade, embargo; lightning, earthquake, fire, casualty, storm, hurricane, tornado, flood, washout, explosion; casualty at the job site or proximately causing physical damage to the Project or proximately causing a disruption or delay in the supply chain of labor or materials to the Project; government shut down; an act or omission of the City in violation of the terms of this Agreement; any other event or circumstance which is outside the Developer’s reasonable control; or any other cause whatsoever beyond the reasonable control of the party responsible for performance.

(S) “General Statutes” means the General Statutes of the State of Connecticut.

(T) “Governmental Authorities” means all federal, state or local governmental bodies, instrumentalities, or agencies (including municipalities, taxing, fire and water districts and other governmental units).

(U) “Hazardous Materials” means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substances” or terms of similar import under any applicable federal, state or local law, or under the regulations adopted or promulgated pursuant thereto, including Environmental Laws; (ii) any oil, petroleum or petroleum derived substance, any flammable substances or explosives, any radioactive materials, any hazardous wastes or substances, any toxic wastes or substances, or any other materials or pollutants which cause any part of any facility, structure or improvement to be in violation of any Environmental Laws; and (iii) asbestos in any form, urea formaldehyde foam insulation, and electrical equipment which contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of applicable legal or regulatory limits.

(V) “Legal Requirements” means any and all judicial decisions, orders, injunctions, writs, and any and all statutes, laws, rulings, rules, regulations, permits,

certificates, or ordinances of any Governmental Authority in any way applicable to the Project including, but not limited to, any of the aforesaid dealing with the zoning, subdivision, design, construction, ownership, use, leasing, handicapped accessibility, maintenance, service, operation, sale, exchange, or condition of the Project.

(W) “Permitted Encumbrances” means those utility easements shown on the map entitled: _____ and shown on Exhibit F attached hereto and made a part hereof.

(X) “Plans” means, with respect to the Developer Improvements, the final plans, specifications, construction drawings, and construction phasing plans for the Developer Improvements, as the same may be amended from time to time.

(Y) “Project” means the entire development at or of the Property contemplated by this Agreement, meaning the carrying out and completion of the Developer Improvements in accordance with all of the terms and conditions of this Agreement.

(Z) “Project Completion Date” shall mean the scheduled date for completion of the Project in accordance with the Project Schedule.

(AA) “Project Schedule” shall mean the schedule for construction and completion of the Project as set forth on **Exhibit D** attached hereto.

(BB) “Property” shall have the meaning ascribed in the Recitals of this Agreement.

(CC) “Punch List Items” shall mean those items of construction, decoration, landscaping and mechanical adjustment relating to any of the Developer Improvements which, individually or in the aggregate, are minor in character and do not materially interfere with the full use, enjoyment and occupancy of the applicable improvements or any material amenity constituting a part of such Developer Improvements, and the appurtenances thereto, and for which it may be reasonably anticipated that the completion shall occur within one hundred eighty (180) days after Substantial Completion, subject to extension for Excusable Delay.

(DD) “State” means the State of Connecticut.

(EE) “Substantial Completion” shall mean, with respect to the Developer Improvements, the completion of the construction of the Developer Improvements in substantial accordance with the Plans therefor, all applicable Legal Requirements and this Agreement, in a good and workmanlike manner, and in accordance with good construction and engineering practices, free from known defects (structural, mechanical, or otherwise) in design, workmanship, and materials, with only Punch List Items to be completed, which Punch List Items shall be completed within one hundred eighty (180) days of the date of Substantial Completion, subject to extension for Excusable Delay. Substantial Completion shall include the construction, installation, completion, and (if appropriate) operation in their intended fashion in accordance with the Plans therefor.

(FF) “Term” means the period commencing on the Effective Date and ending on the date that is thirty (30) years after the Effective Date.

ARTICLE II **CITY PROPERTY**

Section 2.1 **Conveyance of City Property**

(A) At such time as the Conditions Precedent have been satisfied (and not less than thirty (30) days thereafter, subject to Force Majeure and/or title issues to be addressed in accordance with Section 2.5 below), the City shall convey the City Property to the Developer by quit claim deed (the “City Property Quit Claim Deed”). This Agreement shall be recorded on the Land Records of the City of New Haven immediately prior to the recording of the City Property Quit Claim Deed.

(B) The purchase price to be paid by the Developer to the City in return for the City Property Quit Claim Deed shall be the sum of **ELEVEN THOUSAND AND FOUR HUNDRED DOLLARS** (the “City Property Purchase Price”).

(C) The delivery of the City Property Quit Claim Deed shall take place at a closing to be held within thirty (30) days of satisfaction of the Conditions Precedent at such place and time as the City and the Developer shall agree (the “Closing”) or by such other methods as the parties may agree.

Section 2.2 **Conditions Precedent**

- (A) The conveyance of the City Property Quit Claim Deed shall be subject to the Developer having secured all land use approvals required in order to complete the Project with any applicable regulatory or statutory appeal periods having expired with no appeals, claims, or other such challenges having been asserted.

- (B) Notwithstanding the provisions of Section 2.2 (A) above, the City, acting through the City's Economic Development Administrator, may, in its sole and absolute discretion, waive some or all or any part of the Conditions Precedent.

- (C) In the event that the Conditions Precedent have not been satisfied or waived (as appropriate) within one (1) year of the Effective Date, then this Agreement shall be null and void and of no further effect, so that neither the City nor the Developer shall have any further rights, duties, or responsibilities hereunder.

Section 2.3 **Indemnification**

Upon conveyance of the City Property to the Developer, the Developer shall indemnify, release, defend, and hold harmless the City and its officials, employees, and agents from and against any and all liability, fines, suits, claims, demands, judgments, actions, or losses, penalties, damages, costs, and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees made or asserted by anyone whomsoever, due to or arising out of any Environmental Conditions on the Property, unless the same shall arise out of the willfulness or gross negligence of the City and/or the City's employees or agents. In connection with this Section 2.3, if the Developer is required to defend any such action or proceeding to which action or proceeding the City is made a party, the City shall be entitled to appear, defend, or otherwise take part in the matter involved, at the City's election (and sole cost and expense), by counsel of its own choosing, provided that any such action does not limit or make void any liability of any insurer hereunder with respect to the claim or matter in question. This indemnification shall survive the expiration of the Term or any earlier termination of this Agreement.

Section 2.4 **Easements and Licenses**

A. It is acknowledged that the construction and operation of the Project may require the City's granting to the Developer, and/or acceptance from the Developer, of various temporary easements or licenses with respect to City-owned rights of way or City-owned property surrounding, or otherwise adjacent to, the Property, and/or with respect to the Property.

B. The City hereby approves and authorizes the grant and the acceptance of any easements and licenses which may reasonably be needed by the Developer to construct, complete, and operate the Project, provided that the Developer shall provide the City with detailed plans of those improvements that will be the subject of such easements or licenses for final approval by the City's Economic Development Administrator (which approval shall not be unreasonably withheld, conditioned or delayed), and further provided that with respect to any such easements or licenses granted by the City, the Developer shall comply with customary City requirements with respect to insurance.

C. In furtherance of Section 2.4(B) above, the City shall cooperate with the Developer in seeking to release the Permitted Encumbrances by way of a relocation of existing utilities (to the extent required).

Section 2.5 **Title**

Notwithstanding any other provisions of this Agreement, it is agreed and understood that the Developer shall not be required to accept the City Property Quit Claim Deed unless it is able to obtain title insurance, insuring a good and marketable fee simple title to the City Property, subject only to the Permitted Encumbrances. If the City shall be unable to convey such title, then the Developer shall have the right to accept such title as the City can convey or require the City to use its reasonable best efforts (within a timeframe agreed upon between the City and the Developer) to provide such title or terminate this Agreement. Marketability of title shall be determined in accordance with the Standards of Title of the Connecticut Bar Association.

Section 2.6 **Real Estate Conveyance Tax and other Closing Costs**

The Developer shall pay the cost of obtaining any policy of title insurance, and all other closing costs, including the cost of recording, if any, of this Agreement, the City Property Quit Claim Deed, and all other licenses, agreements, and easements granted to the Property. The City shall pay the cost, if any, of the real estate conveyance tax for the conveyance of the City Property. Each party shall be responsible for payment of the legal fees of its own counsel in the negotiation, execution, and delivery of this Agreement.

Section 2.7 **Assignment**

(A) Subject to the provisions of Section 2.8 below, it is hereby agreed and stipulated that prior to the issuance of the Certificate of Completion, the Developer shall not, without the City's written permission, transfer or assign any of its rights and/or obligations under this Agreement or in the Property other than to an Affiliate, which Affiliate shall agree in writing to assume all of the obligations of the Developer under this Agreement. For purposes hereof, a "transfer" shall include a transfer of more than fifty-one (51%) percent of the ownership interests in the Developer other than to an Affiliate. The Developer shall provide the City with five (5) days' prior written notice of its intent to make an assignment to an Affiliate and the name and address of such Affiliate, and upon such assignment, the written agreement of the Affiliate to assume all of the rights and obligations of the Developer under this Agreement associated with the rights so assigned.

(B) Any assignment of any interest in this Agreement or in the Property which is in contravention of the provisions of this Section 2.7 shall be a Developer Default.

(C) It is further agreed by the parties that following the issuance of the Certificate of Completion, the Developer may sell, assign or transfer any or all of its interest in this Agreement or in the Property to any purchaser, assignee or transferee free and clear of the requirements of Section 2.7(A) without restriction as to the consideration to be received and without the City's consent, provided that if such sale, assignment or transfer is made during the Compulsory Taxable PILOT Period, then the provisions of Section 4.4 of this Agreement shall apply, which provisions shall survive the issuance of a Certificate of Completion until the expiration of the Compulsory Taxable PILOT Period.

Section 2.8 Mortgage of the Property; Rights of a Mortgagee

(A) Notwithstanding any other provisions of this Agreement, the Developer shall at all times have the right to encumber, pledge, or convey its right, title and interest in and to the Property by way of a Mortgage or Mortgages (a "Mortgage"), provided that any mortgagee (a "Mortgagee") taking title to the Property or any part thereof (whether by foreclosure or deed in lieu of foreclosure or otherwise) shall be subject to the provisions of this Agreement, and that the Developer shall give written notice to the City of the proposed grant of any such Mortgage, the amount thereof and the name and address of such Mortgagee. This Agreement shall be superior and senior to any lien placed upon the Property after the date of the recording of this Agreement, including the lien of any Mortgage, subject to any such liens taking priority at law.

(B) The City agrees at any time and from time to time, upon not less than fourteen (14) days' prior written notice, to execute, acknowledge, and deliver, without charge to a Mortgagee or to any prospective Mortgagee designated by either the Developer or any Mortgagee, or to any prospective purchaser of the Developer's interest in the Property designated by the Developer, a written statement that this Agreement is in full force and effect and unmodified (or if there have been any modifications, identifying the same by the date thereof and including a copy thereof), that no notice of default or notice of termination of this Agreement has been served on the Developer (or if the City had served such notice, the City shall provide a copy of such notice or state that the same has been revoked, if such be the case), that to the City's knowledge no default exists under this Agreement including no condition that, with the giving of notice, the passage of time, or both, would become a default (or if any such default does exist, specifying the same), and that the amounts due under this Agreement and any other factual information as may be reasonably requested. In the event that the City shall fail to provide such written statement as requested by the Developer, then the City's failure to so

respond shall be deemed to be a confirmation of the statements set forth hereinabove.

(C) In the event that, prior to the issuance of the Certificate of Completion, a Mortgagee shall succeed to the interests of the Developer hereunder or with respect to all or any portion of the Property, or both, the time permitted for a Mortgagee to complete construction of any portion of the Developer Improvements shall be extended as long as the Mortgagee is diligently and continuously working towards the completion of the construction, and shall include any time necessary for the Mortgagee to exercise its rights under the Mortgage and to obtain possession of that portion of the Property which is encumbered by Mortgagee's mortgage(s).

(D) If a Mortgagee (or its designee as may have acquired the Developer's estate through foreclosure) acquires the Developer's estate in the Property or forecloses its Mortgage prior to issuance of a Certificate of Completion, such Mortgagee shall, at its option:

(i) Complete construction of the Developer Improvements required in accordance with this Agreement and in all respects (other than time limitations) comply with the provisions of this Agreement; or

(ii) Sell, assign, or transfer with the prior written consent of the City, which consent shall not unreasonably be withheld, conditioned or delayed (but without restriction as to the consideration received) the Developer's estate in the portion of the Property covered by the Mortgage to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement to be performed and observed on the Developer's part thereafter arising in respect to the Project (and shall be deemed a "Developer" under the terms of this Agreement) by written and recordable instrument reasonably satisfactory to the City filed in the New Haven Land Records.

(E) In the event a Mortgagee completes the construction of the Project in accordance with this Agreement (other than time limitations), the Mortgagee may sell, assign, or transfer fee simple title to the Project to any purchaser, assignee, or transferee, without restriction as to the consideration to be received and without the City's consent, provided that if such sale, assignment, or transfer is prior to the issuance of a Certificate of Completion, the purchaser, assignee, or transferee shall expressly assume all of the covenants, agreements, and obligations under this Agreement applicable to the Property which have not yet been performed and which survive the issuance of the Certificate of Completion by written instrument reasonably satisfactory to the City and recorded in the New Haven Land Records.

(F) If a Mortgagee acquires the Developer's estate in any portion of the Property after issuance of a Certificate of Completion but during the Term, the Mortgagee, and any party acquiring title under the Mortgagee, shall be subject to the Compulsory Taxable PILOT Period and the use requirements with respect to the Property set forth in Section 3.1 below.

(G) In the event a Mortgagee acquires the Developer's estate in any portion of the Property, the City agrees (if so requested) to enter into a new agreement with such Mortgagee or its designee, upon the terms, covenants and conditions (but excluding requirements which are not applicable, or which have already been fulfilled) of this Agreement.

Section 2.9 Notice of Default to Mortgagee

(A) The City shall simultaneously deliver any Default Notice to the Mortgagee at the address theretofore designated by the Mortgagee at the same time as it delivers a Default Notice to the Developer. Any such Default Notice shall be delivered in accordance with the notice provisions of this Agreement.

(B) A Mortgagee shall have the right, but not the obligation, to perform any term, covenant, or condition and to remedy any default by the Developer under this Agreement within the applicable time period afforded the Developer, plus an additional

period of sixty (60) days, which period shall be reasonably extended if the default is not in the payment of money and a Mortgagee commences to remedy the default within such period and thereafter diligently prosecutes such remedy to completion.

(C) In the event that a Mortgagee elects to cure a default occasioned by the failure of the Developer to commence or complete the Developer Improvements in accordance with this Agreement, then, upon completion of the Developer Improvements, such curing Mortgagee or its permitted assignee shall be entitled to a Certificate of Completion in accordance with the provisions of Article 6 of this Agreement. Upon issuance of a Certificate of Completion, all rights of the City arising as a result of a Developer Default shall terminate.

ARTICLE III **THE DEVELOPER IMPROVEMENTS**

Section 3.1 **General**

Following the Closing, the Developer shall carry out the Developer Improvements in accordance with the Project Schedule, involving the construction of a new building, containing not more than sixteen (16) residential units and not more than 2,000 square feet of commercial/retail space on the first floor. The Developer shall, and does hereby, restrict TWO (2) residential units as affordable units to occupancy by tenants earning at or below 60 percent of Area Median Income as determined by the United States Department of Housing and Urban Development (as adjusted annually) for the New Haven-Meriden Metropolitan Statistical Area for a period of TEN (10) years from the date of first occupancy by an Income compliant tenant. Such affordable units shall be as follows: one (1) studio apartment located on the garden level and be not less than 452 square feet gross; one (1) single bedroom unit located on the garden level to be not less than 600 square feet gross and shall be accessible to persons with disabilities. The forgoing terms as more fully detailed below and herein shall be referred to as the "Affordable Units". The designated commercial/retail space shall remain solely for occupancy by commercial/retail establishments during the Term, unless the City's Economic Development Administrator shall, following application by the Developer, agree to waive said requirement, which waiver shall not be unreasonably withheld, in

the context of then prevailing commercial realities. The provisions of this Section 3.1 shall survive the issuance of a Certificate of Completion and shall continue until the expiration of the Term.

Section 3.2 Project Schedule

Following the Closing, the Developer will commence construction of the Project substantially in accordance with the Project Schedule, it being agreed and understood that the Project Schedule may require periodic modification to take account of unforeseen conditions and delays (including, without limitation, delays in the issuance of permits and approvals, or conditions both physical and economic, whether or not constituting Force Majeure for the purpose of this Agreement), and to the extent that the Developer provides the City with reasonable evidence of the need for such modifications, then the City and the Developer shall amend the Project Schedule in such manner as mutually acceptable. If the City and the Developer cannot agree upon such Project Schedule amendments, then such dispute shall be submitted to the Dispute Resolution Procedure.

Section 3.3 Permits and Approvals

Following the Closing, the Developer agrees that it shall apply expeditiously, and no later than the times set forth on the Project Schedule, for all permits and approvals required for the construction of the Developer Improvements and operation of the Project, which applications (including, without limitation, all applications with respect to zoning issues concerning the Project) shall be supported by the City to the extent legally permissible and reasonable. The Developer covenants to comply with all conditions and terms of all such permits and approvals.

Section 3.4 Casualty

In the event of any damage or destruction to any of the Developer Improvements prior to the issuance of a Certificate of Completion, then, subject to the rights of any Mortgagees and subject to any agreement to the contrary with the City, the Developer agrees, to the extent feasible, to use all insurance proceeds obtained as a result of such damage or destruction to restore the portion of the Developer Improvements so damaged or destroyed to the condition existing prior thereto.

Section 3.5 Prohibited Uses

The Developer hereby agrees that, following the Closing, no portion of the Property shall be sold, leased, used, or occupied by a discount department store, “dollar” store, pawn shop, firearms and/or ammunition store establishment, charity thrift shop or the like, adult book store or adult entertainment establishment, or massage parlor (provided that therapeutic massage establishments shall be permitted) or any liquor store which sells single beers or hard liquor in containers holding less than one pint.

Section 3.7 Screening

Until such time as the Project is completed, the Developer shall provide attractive fencing and wrapping around the Project, such fencing and wrapping to be subject to the reasonable approval of the City.

Section 3.8 Work Zone and Staging

Concurrent with the submission of its application for a building permit with respect to the Developer Improvements, the Developer shall submit to the City Plan Commission a work zone and staging plan (the “Work Zone and Staging Plan”) prepared and shaped by a licensed engineer for the Project consistent with conditions of approval of the City Plan Commission, which approval shall not be unreasonably withheld.

Section 3.9 Noise

The Developer shall be responsible for carrying out the Project in accordance with any and all applicable rules or regulations (federal, state or municipal) now or hereafter existing concerning maximum decibels permissible and/or hours of operation.

ARTICLE IV
COMMUNITY BENEFITS

Section 4.1 **Permanent Jobs**

The City and the Developer recognize the importance of creating economic opportunities for New Haven residents and agree to work collaboratively and on an ongoing basis to connect New Haven residents to jobs resulting from the Project during construction and thereafter, only to the extent to which the Developer has discretion with respect to employment opportunities. Therefore, the Developer shall:

(A) Use best, good-faith efforts to collaborate with New Haven Works and the region's workforce board (the "Workforce Alliance") concerning employment opportunities directly associated with the Project, only to the extent to which the Developer had complete discretion with respect to employment opportunities.

(B) Advocate on behalf of New Haven Works and the Workforce Alliance with Developer's commercial and retail tenants with respect to entry into partner agreements with New Haven Works and the Workforce Alliance in order to maximize opportunities for New Haven residents to obtain permanent jobs created as a result of the Project.

(C) Sponsor at least one (1) job fair prior to the commencement of the Developer Improvements aimed at informing small businesses of the Project and striving to provide construction and/or ancillary opportunities for small businesses during the carrying out of the Developer Improvements.

(D) Sponsor at least one (1) job fair prior to the completion of the Developer Improvements connecting the Developer's commercial or retail tenants with New Haven residents seeking jobs created as a result of the Project.

Section 4.2 **Workforce Requirements During Construction**

In carrying out the construction of the Project, the Developer shall comply with, or require that its general contractor for the Project comply with, all applicable City workforce

requirements now and hereafter existing, including, without limitation, all Equal Employment Opportunity requirements and in particular, during the construction of the Project, the Developer agrees that it shall:

(A) Comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act and Chapter 12 1/2, the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all such applicable standards and regulations are incorporated herein by reference, including 24 CFR Part 135, Davis Bacon Act & Related Acts (40 USC §276a; 29 CFR 1, 3, 5, 6 and 7), Copeland Act (18 USC §874 and 40 USC §276c; 29 CFR 3), 40 U.S.C. Section 327 et seq 29 CFR5, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Equal Pay Act. Under Title VII (N-915.040), Immigration and Reform and Control Act of 1986 (IRCA) (8 USC 1101 as amended) Immigration and Nationality Act, Section 274A, FLSA's recordkeeping Regulations, 29 CFR Part 516. State of Conn. General Statutes Section 31-53, State of Conn. P.A.97-263, Sec. 31-51d-5. Standards of apprenticeship.

(B) Comply with applicable law that prohibits discrimination against any employee or applicant for employment because of race, color, religion, gender, age, sexual orientation, gender identity or expression, marital status, physical disability or national origin. The Developer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, gender identity or expression, marital status, physical disability or national origin, and such action shall include, but not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship.

(C) Post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(D) State, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, sexual orientation, gender identity or expression, marital status, physical disability or national origin, and notify the City of New Haven Commission on Equal Opportunities (the "Commission") of all job vacancies.

(E) Work with the Commission in complying with Section 12 ½ of the City of New Haven's Code of Ordinances and in particular (without limitation):

(i) the Developer acknowledges that under Section 12 ½-26 all prime contractors, subcontractors and tiers must attend a pre-award conference scheduled by the Developer and conducted by the Commission; and that during each such pre-award conference, meeting minutes are kept to be signed by each such party; and

(ii) the Developer shall deliver to the Commission notice of all contracts to be bid, together with the opportunity to review the same and opportunity to attend all prebid conferences or other such meetings concerning the same as may take place;

(iii) the Developer shall furnish all information and reports required by the City pursuant to Section 12-1/2-19 through section 12-1/2-32 of the City's Code of General Ordinances and to permit access to the Developer's books, records and accounts by the contracting agency, the City, and the Commissioner of Labor of the State of Connecticut for purposes of investigations to ascertain compliance with the program and file, along with its construction subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the City and to file compliance reports at such times as directed which shall contain information as to the employment practices, policies, programs and statistics of the Developer and its subcontractors, if any; and

(iv) the Developer shall comply, as a United States employer, with the Immigration and Naturalization Service (INS)'s I-9 verification process, which

requires employers to confirm the employment eligibility of workers. The Developer acknowledges that an employer can be fined or otherwise sanctioned for knowingly hiring an undocumented worker; that the I-9 forms also provide employers with a “good faith” defense if they hire someone who later turns out to be working illegally in the United States; and that the Commission will monitor and report of any alleged violations of the I-9 verification process to the proper authorities.

(F) Acknowledge that a finding, as hereinafter provided, of a refusal by the Developer, or subcontractor, to comply with any portion of this program as herein stated and described may result in the refusal of all future bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time as the Developer, or subcontractor, is in compliance with the provisions of this Agreement.

(G) Include the provisions of sub-paragraphs (A) through (E) in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor.

(H) Take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of this Section 4.2, including penalties and sanctions for noncompliance and fines and penalties related to the rules of practice enforced by the City Commission on Equal Opportunities or the SBC office, whichever is applicable, provided however that, in the event the Developer becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City’s Equal Employment Opportunity program.

(I) Make best efforts to have the Developer’s general contractors, construction manager and all subcontractors for the Project hire the following groups, in correspondence to the following percentages of total hours completed on the Project: twenty-five percent (25%) of hours to be worked by minorities as defined in Ordinance Section 12-1/2-19(n);

six and nine-tenths percent (6.9%) of hours to be worked by females; twenty-five percent (25%) of hours to be worked by residents of the City.

Section 4.3 Small Contractor Utilization Requirements During Construction

In carrying out the construction of the Project, the Developer shall comply with, or require that its general contractor for the Project comply with, all applicable City small contractor utilization requirements now and hereafter existing, including, without limitation, the Small Contractor Development Program ("SCDP") requirements as set forth in Section 12 ¼ of the City's Code of General Ordinances, and in particular, during the construction of the Project, the Developer agrees that it shall:

(A) Comply with all applicable SCDP requirements, including, without limitation, all small business construction initiative requirements and in particular, during the carrying out of the Project, the Developer agrees to require its construction manager, general contractors and its construction subcontractors to comply with the provisions of Ordinance Section 12 1/4-9, which require that every effort be aggressively made to meet the Utilization Goals for Minority Owned Business Enterprises ("MBE") and Women Owned Business Enterprises ("WBE") which are herein collectively referred to as the "MBE/WBE Utilization Goals". Pursuant to Ordinance Sections 12 1/4-9(d) and (f), the Developer and its contractors shall be considered to have achieved compliance with the MBE Utilization Goals if work totaling the value of twenty-five (25%) percent of the total construction cost is awarded to MBEs/WBEs; in order to achieve MBE/WBE Utilization Goals, contracts may be awarded to MBE/WBE subcontractors and/or a contractor may enter into a joint venture or other commercially reasonable relationship that is satisfactory to the City with one or more MBEs/WBEs for the purpose of performing construction work on the Development. In the event that the Developer is unable to meet the MBE/WBE Utilization Goals, then the Developer shall document in an affidavit its good faith effort to achieve the MBE/WBE Utilization Goals, which efforts will be evaluated, verified and recognized by the City. The good faith efforts shall be determined using the following factors:

(i) The Contractor negotiated in good faith with certified minority- and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any certified minority- or women-owned business enterprise. "Good faith" negotiating means engaging in good faith discussions with certified minority- or women-owned business enterprises about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available; and

(ii) The submittal of scope specific subcontracting opportunities with SCDP for distribution; and

(iii) Demonstrate to SCDP whether the contractor provided relevant plans, specifications or terms and conditions to certified minority- and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor; and

(iv) Verification of quotes received from subcontractors that were denied because of cost, quality, availability, etc.; and

(v) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to certified minority- and women-owned business enterprises in order to increase the likelihood of participation by such enterprises on the contract; and

(vi) Conducting a networking event with owner, construction manager, and prime contractors; and

(vii) Holding individual trade meetings with construction manager, prime contractors and sub-contractors; and

(viii) The Contractor followed-up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity; and

(B) To ensure equal opportunities for participation by MBEs and SBEs in the Project, the Developer agrees that it or its general contractors or construction manager shall notify SCDP of all construction contracting opportunities for all Phases of the Project carried out by the Developer.

(C) The Developer and/or its general contractors or construction manager shall permit information about construction opportunities to be distributed to potential subcontractors via facsimile and email.

(D) The Developer together with SCDP shall hold a workshop detailing the Project and the contracting opportunities therefor.

(E) To cooperate with SCDP in its efforts to encourage mentoring programs and management, technical, and developmental training skills through sub-contracting opportunities.

(F) To furnish all information and reports required by SCDP and to permit access to the Developer's records of and to require that its construction manager, general contractors and subcontractors provide access to their records in order verify compliance with the requirements of this subsection, to provide SCDP with the opportunity to review proposed contracts prior to the award of the same and to provide such Program with notice of all prebid conferences and the opportunity to attend such conferences.

(G) To take all reasonable corrective actions requested by the City to comply and to effectuate compliance with the requirements of this Section 4.3.

(H) Acknowledge that a finding, as hereinafter provided, of a refusal by the Developer, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalty: the refusal of all future bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time as the Developer, or subcontractor, is in compliance with the provisions of this Agreement.

(I) Include the provisions of sub-paragraphs (A) through (B) in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor.

(J) Take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of this Section 4.3, including such penalties and sanctions for noncompliance as set forth in this Section 4.3 as related to the rules of practice enforced by SCDP provided however that, in the event the Developer becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City, and provided further that any such action required to be taken by the Developer shall be at no cost to the Developer. During the pendency of any legal proceedings the Developer shall continue to move forward on the Project and shall not be the guarantor of any outcomes of such litigation.

Section 4.4 Payment of Taxes

(A) It is agreed and understood that during the Compulsory Taxable PILOT Period, the entire project shall remain taxable in accordance with the customary assessment practices applied to all real property within the City, and that the Developer agrees to pay all taxes and assessments lawfully assessed against the Property and the improvements thereon, provided however that nothing herein shall be construed as waiving any right the Developer, or its successors in title or its tenants may have to contest or appeal, or make application for and receive such real property tax abatements, deferrals or exemptions to which the Developer, any of its tenants or successors in interest to all or any portion of the Property may be entitled, in the manner provided by law, any assessment made by the City with respect to all or any portion of the Development, including the Property and the improvements thereon.

(B) It is agreed and understood during the Compulsory Taxable PILOT Period, no portion of the Property may be conveyed to a tax-exempt entity unless such tax-exempt

entity executes and delivers to the City an agreement waiving its right to apply for and receive any exemption from the payment of real property taxes during the remainder of the Compulsory Taxable PILOT Period with respect to such portion of the Property, or obtains the prior written consent of the Economic Development Administrator (which consent shall not to be unreasonably withheld) and enters into a Payment in Lieu of Taxes (PILOT) Agreement with the City for a term of years not less than the then-balance of the Compulsory Taxable PILOT Period, pursuant to which such entity agrees to pay a PILOT in the amount of the taxes which otherwise would be payable. It is hereby agreed, stipulated and understood that any conveyance, assignment or other transfer made to any tax-exempt entity in breach of this Agreement shall be null and void and of no effect and shall result in an automatic reversion of the portion of the Property in question to the City.

(C) It is hereby agreed, stipulated and understood that all or any portion of the Project may qualify for a tax deferment program (state or municipal), in which event, the Developer shall be entitled to make application for, and enter into an agreement with respect to the same if qualified.

(D) The provisions of this Section 4.4 shall survive issuance of a Certificate of Completion and shall be binding upon the Developer, and the Developer's successors and assigns, until the expiration of the Compulsory Taxable PILOT Period.

ARTICLE V

INTENTIONALLY OMITTED

ARTICLE VI

CONSTRUCTION OF THE DEVELOPER IMPROVEMENTS

Section 6.1 Construction Progress Reports

The Developer shall provide the City with construction progress reports every thirty (30) days after commencement of the Developer Improvements. Said construction progress reports

shall indicate whether the pace of construction of the Developer Improvements is in conformity with the Project Schedule, shall detail any anticipated difficulties in meeting the Project Schedule, and shall include a list of any and all Force Majeure Events which are claimed to result in Excusable Delays. Further, said construction progress reports, which shall be made publicly available, shall provide timely updates as to anticipated future impacts arising out of the continued development of the Project. The progress reports contemplated herein shall be made through electronic mail to the Development Administrator or his/her designee.

Section 6.2 Certificate of Completion

(A) After Substantial Completion, the Developer shall give notice via recognized overnight courier against a signed receipt, or certified mail return receipt requested to the Economic Development Administrator, with a copy to their counsel, of the same, requesting a Certificate of Completion with respect to the Project. Notwithstanding any other provision of this Agreement, the Economic Development Administrator shall inspect or shall cause the Developer Improvements to be inspected within thirty (30) days of a request for a Certificate of Completion and shall furnish such Certificate of Completion within sixty (60) days of the Developer's request therefor. A Certificate of Completion shall be in such form as will enable it to be recorded on the New Haven Land Records; or, in the alternative, the Developer files an affidavit of facts relating to title or interest in real estate as permitted by Section 7.2(D) of this Agreement, below.

(B) A Certificate of Completion shall be a conclusive determination of the satisfaction of the Developer's obligation to construct the Project in accordance with the terms and conditions of this Agreement. The effect of the issuance of a Certificate of Completion shall mean (i) except for ongoing obligations with respect to the operation of the Property, as set forth in Section 3.1 (affordable units)Section 4.1 (Permanent Jobs) and Section 4.4 (PILOT)of this Agreement, all rights of the City with respect to the Property as set forth in this Agreement shall terminate; and, (ii) any Right of Reversion set forth in this Agreement is extinguished.

(C) Notwithstanding any other provision of this Agreement, if the Economic Development Administrator shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section, the Economic Development Administrator shall, within such sixty (60) day period, provide the Developer with a written statement setting forth in adequate detail in what respects the Developer has failed to complete the Project, and what measures or acts will be necessary for the Developer to take or perform in order to obtain a Certificate of Completion the Project. Following receipt of such written statement, the Developer shall promptly carry out the corrective measures or acts described in the written statement, and a Certificate of Completion will be delivered to the Developer within fifteen (15) days of the completion by the Developer of the items set forth in the written statement. In the event of any dispute between the City and the Developer with respect to the issuance of the Certificate of Completion, the parties shall participate in the Dispute Resolution Procedure set forth herein.

(D) Notwithstanding any other provision of this Agreement, if the Economic Development Administrator shall fail to provide the Developer with a Certificate of Completion or with a written statement within such sixty (60) day period of a request for a Certificate of Completion, such failure shall be deemed to constitute certification that the Project has been completed. In such case, the Developer shall, in its sole discretion, record, in lieu of the Certificate of Completion, an Affidavit of Facts relating to title or interest in real estate, as permitted by C.G.S. 47-12a ("Developer's Affidavit"), on the New Haven Land Records, setting forth the failure of the City to issue a Certificate of Completion within the time required for issuing same. The Developer's Affidavit shall have the same force and effect as a Certificate of Completion issued by the Economic Development Administrator.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1 Default by the Developer

(A) An event of Default by the Developer (a “Developer Default”) shall occur upon (i) an Event of Bankruptcy (provided that such an Event of Bankruptcy shall not be a Developer Default if the same is dismissed within ninety (90) days), or (ii) any failure by the Developer to perform any obligation under this Agreement in which such event or failure shall continue for more than thirty (30) days after the City’s written notice (the “Default Notice”) of such event or failure is received by the Developer, and the Developer (A) shall fail to provide a response to the Default Notice specifying the actions undertaken or to be undertaken to effect a cure within thirty (30) days after receipt of the Default Notice, or (B) shall respond to the Default Notice but shall fail to effect the cure specified in such response, provided, however, that the Developer shall not be in default with respect to any matter referred to in a Default Notice which is susceptible of cure but cannot be reasonably cured within said thirty (30) day period, so long as the Developer responds to the Default Notice and sets out a reasonable plan and schedule to effect a cure and thereafter makes reasonable efforts to complete the same in accordance with such schedule.

(B) Except as otherwise provided in this Agreement, if a Developer Default occurs, the City shall be entitled to pursue its rights and remedies pursuant to this Agreement or as may otherwise be available at law or in equity.

(C) It is agreed and understood that the provisions of this Section 7.1 shall not affect any right or remedy pursuant to this Agreement, and that the City may, in the City’s sole discretion, elect to pursue such right or remedy as it may deem necessary or desirable from time to time.

Section 7.2 **Default by the City**

(A) An Event of Default by the City (“City Default”) shall occur upon any failure by the City to perform any obligation under this Agreement in which such event or failure shall continue for more than thirty (30) days after the City’s receipt of a Default Notice is received by the City, and the City (A) shall fail to provide a response to the

Default Notice specifying the actions undertaken or to be undertaken to effect a cure within thirty (30) days after receipt of the Default Notice, or (B) shall respond to the Default Notice but shall fail to effect the cure specified in such response, however, that the City shall not be in default with respect to any matter referred to in a Default Notice which is susceptible of cure but cannot be reasonably cured within said thirty (30) day period, so long as the City responds to the Default Notice and sets out a reasonable plan and schedule to effect a cure and thereafter makes reasonable efforts to complete the same in accordance with such schedule.

(B) Except as otherwise provided in this Agreement, if a City Default occurs, the Developer shall be entitled to pursue its rights and remedies pursuant to this Agreement or as may otherwise be available at law or in equity.

Section 7.3 **Excusable Delay**

A delay or failure by the Developer or the City to comply with any time limits which are imposed upon the performance of the parties hereto by the terms of this Agreement due to an Excusable Delay shall not constitute an Event of Default under this Agreement.

Section 7.4 **Dispute Resolution Procedure**

The City and the Developer agree that they shall endeavor to resolve any dispute that may arise under this Agreement through the Dispute Resolution Procedure prior to filing suit in court and prior to terminating this Agreement on account of an Event of Default. Any party may initiate the Dispute Resolution Procedure by providing a Notice of Conflict to the other party setting forth: (i) the subject of the dispute; (ii) the party's position; and (iii) the relief requested. Within five (5) business days of delivery of the Notice of Conflict, the receiving party shall respond in writing with a statement of its position. Thereafter:

(A) At the request of any party, representatives of each party with full settlement authority shall meet at a mutually acceptable time and place in the City (or "virtually" if conditions prevent or render an "in person" meeting unadvisable) within ten (10) days of the Notice of Conflict (the "Dispute Meeting") in order to attempt to negotiate in good faith a resolution to the dispute.

(B) If the dispute is not resolved by the parties by way of the Dispute Meeting, then if agreed upon by the parties, the dispute may be submitted to mediation under the Commercial or Construction Mediation Procedures of the AAA, whichever procedure is appropriate to the dispute among the parties, in effect on the Effective Date of the Agreement, or under such other rules as the parties may agree upon (the "Mediation") Mediation shall be with the AAA, or, if agreed upon, through use of a private mediator chosen by the parties. The Mediation shall occur in New Haven, Connecticut or as otherwise agreed upon. The mediator's fees and the filing fees, if any, shall be shared equally. Agreements reached in the Mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties agree to the Mediation (and subject to Section 8.4(D) below) the conclusion of the Mediation shall be a conditions precedent to litigation. The parties shall conclude the Mediation within sixty (60) days after the designation of the mediator.

(C) If the dispute is not resolved by way of the Dispute Meeting or the Mediation, the dispute(s) may be referred for an advisory opinion to a neutral party who shall be retained by the parties, and such neutral party shall establish such procedures as will allow him or her to promptly consider the dispute and issue a written advisory opinion with regard to the issues in dispute. Costs and fees for the neutral party shall be equally shared by the parties to the dispute. Third parties relevant to the adjudication of the dispute may be added to the advisory opinion proceedings if agreed to by the parties. The parties agree that the neutral party's advisory opinion shall not be admissible in subsequent litigation. If an advisory opinion is agreed upon as a procedure, it shall be a conditions precedent to litigation, except as provided in Section 8.4(D) below.

(D) Provided that the party seeking use of the Dispute Resolution Procedure has complied with the requirements for giving the "Notice of Conflict," no passage of time or delay caused by pursuit of Dispute Resolution Procedure, mediation or seeking an advisory opinion will prejudice the rights of any party. At the request of any party, the parties shall enter into an agreement to extend the statute of limitations with respect to the subject matter of the dispute for the period of time in which the procedures described above are being utilized. Although any party may commence litigation while the Dispute Resolution

Procedure, mediation or an advisory opinion procedure is being pursued for tolling purposes only, such party must request that the Court stay the case until such time as completion of such Dispute Resolution Procedure, mediation or advisory opinion procedure, as the case may be.

In the event that the Dispute Resolution Procedure is unsuccessful in solving any dispute, then the provisions of Section 8.1 and Section 8.2 of this Agreement shall apply, without further reference to the Dispute Resolution Procedure.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 **Representations and Warranties of the Developer**

The Developer represents, warrants and covenants that (A) the Developer is a limited liability company, duly organized and existing under the laws of the State of Connecticut; (B) the Developer has the legal authority to enter into and carry out the transactions to which it is proposed to be a party; (C) the execution and delivery of this Agreement by the Developer has been duly and validly authorized by all necessary action; and (D) this Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

Section 8.2 **Representations and Warranties of the City**

The City represents and warrants that (A) it is a municipal corporation validly existing under the laws of the State of Connecticut, (B) it has the legal power and authority to execute and deliver this Agreement and to carry out its terms and provisions, (C) the execution and delivery of this Agreement have been duly and validly authorized by all necessary action, and (D) this Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City further represents that it has undertaken and completed the discontinuance of Pulaski Street pursuant to State Law and municipal ordinance and that, as of the date of execution of this Agreement, it has the power and authority to convey the City Property to the Developer upon the terms and conditions contained in this Agreement. In addition, the City

and the Developer agree to cooperation on the relocation of utility easements and extinguishment of existing utility easements encumbering the City Property, it being understood by the City and Developer that new utility easements will be required for the proper construction of the project contemplated in the Agreement.

Section 8.3 Notices

Except as otherwise provided in this Agreement, any notice or approval required or permitted to be given under this Agreement shall be in writing and shall be given by certified mail return receipt requested or by overnight delivery courier or such other means as may be agreed to by the parties in writing with a copy addressed to the party for whom it is intended as follows:

IF TO THE DEVELOPER:

Alpha Acquisitions LLC
185 Bartlett Road
Madison, CT 06443

with copies to:

Trachten Law Firm LC
c/o Atty Ben Trachten
679 State Street
New Haven CT 06511
ben@trachtenlaw.com

]

IF TO THE CITY:

City of New Haven
165 Church Street
New Haven, CT 06510
Attention: Economic Development
Administrator

with copies to:

City of New Haven
165 Church Street
New Haven, CT 06510
Attention: Special Counsel for Economic
Development

Office of the Corporation Counsel
City of New Haven
165 Church Street
New Haven, CT 06510

Each party shall have the right to change the place or person or persons to which notices, requests, demands, and communications hereunder shall be sent or delivered by delivering a notice to the other parties in the manner required above.

Notice shall be deemed to have been given or made upon (A) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees prepaid, if notice is sent by overnight carrier, (B) receipt if notice is sent by certified mail, or (C) when agreed to by the parties in writing.

Section 8.4 **No Waiver**

No failure on the part of the City, or the Developer to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by any other party, shall discharge or invalidate such covenant or provision or affect the right to enforce the same in the future. No default shall be deemed waived by any party unless such waiver is in writing and designated as such and signed by such party, and such waiver shall not be a continuing waiver but shall apply only to the instance of default for which it is granted.

Section 8.5 **Rights Cumulative**

The rights and remedies conferred upon any party hereby are in addition to any rights or remedies to which any party may be entitled to at law or in equity, except as otherwise provided in this Agreement.

Section 8.6 **Successors**

This Agreement shall be binding upon and inure to the benefit of the respective successors and assignees of the City and the Developer, provided that this section shall not authorize any assignment not permitted by this Agreement under Section 2.8 of this Agreement.

Section 8.7 **Severability**

If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 8.8 **Governing Law and Jurisdiction**

This Agreement is made in the State of Connecticut and shall be governed by and construed in accordance with the internal laws of the State of Connecticut, without regard to its conflicts of law principles. The parties' consent and agree that the state courts of Connecticut shall have jurisdiction over any dispute arising under this Agreement. The parties' further consent and agree that the federal courts sitting in Connecticut shall also have jurisdiction over any dispute arising under this Agreement if such courts have subject matter jurisdiction over the dispute.

Section 8.9 **No Partnership, Joint Venture or Agency**

Nothing contained herein or done pursuant hereto shall be deemed to create, as among the parties to this Agreement, any partnership, joint venture or agency relationship.

Section 8.10 **Consents**

Where consents, approval, waiver or acceptance of work by the City is required to any action (or inaction) pursuant to the provisions of this Agreement, other than zoning and land use approvals, building permits and certificates of occupancy, unless otherwise provided by this Agreement, such consent, approval, waiver or acceptance of work may be granted (or denied) by the Economic Development Administrator or if there is no longer an Economic Development Administrator then such other appropriate office holder as may be appointed by the Mayor of the City of New Haven.

Section 8.11 **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 8.12 **Members and Officers Barred From Interest**

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Developer, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default by the City for any amount which may become due to the Developer or to its successor or with respect to any other obligations arising under the terms and conditions of this Agreement.

Section 8.13 **Gender**

Whenever herein used and the context so permits, the singular shall be construed to include the plural and the masculine or neuter shall be constructed to include both and the feminine gender.

Section 8.14 **Estoppel Certificate**

The parties agree that prior to the issuance of a Certificate of Completion, upon the request of any party, the receiving party shall within fourteen (14) days of receipt deliver to the requesting party a recital of factual matters as requested including without limitation indicating that the requesting party is in compliance with all covenants and agreements binding upon the requesting party under this Agreement to the best knowledge of the receiving party, provided such is the case.

Section 8.15 **No Third-Party Beneficiaries**

This Agreement is made solely and specifically among and for the benefit of the parties hereto and their successors and assignees, where permitted, and no other person is to have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 8.16 **Survival**

All provisions and conditions of this Agreement which by their terms are to be performed or satisfied prior to the transfer of the Property shall be deemed to be satisfied upon such transfer and shall not survive the transfer, unless the parties have waived or extended the time for performance by a written instrument as provided elsewhere in this Agreement or unless such provisions expressly provide for their survival after the transfer of the Property. All other provisions shall survive the transfer of the Property and shall expire upon the expiration of this Agreement or, if earlier, in accordance with the express provisions of this Agreement, including (without prejudice to the generality of the foregoing), the satisfaction of the construction obligations of the Developer hereunder, as evidenced by the issuance of a Certificate of Completion.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

In the presence of:

CITY OF NEW HAVEN

By _____
Justin Elicker
Its Mayor
duly authorized to act herein

Approved as to form and correctness:

John R. Ward
Special Counsel to Economic Development

ALPHA ACQUISITIONS LLC

By: _____
Alex Opuszynski
Its Member
duly authorized to act herein

STATE OF CONNECTICUT)

COUNTY OF NEW HAVEN)

On this _____ day of _____, 2021, before me, the undersigned officer, personally appeared JUSTIN ELICKER, who acknowledged himself to be the Mayor of the City of New Haven, and that as such Mayor, being authorized so to do by the Board of Aldermen, executed the foregoing instrument for the purposes contained therein, by signing on behalf of the City of New Haven, said act being the free act and deed of the City of New Haven and her free act and deed as such Mayor.

Notary Public
Commission expires:
Commissioner of the Superior Court

STATE OF CONNECTICUT)

)
COUNTY OF NEW HAVEN)

ss. _____

On this the ____ day of _____, 2021, before me, the undersigned officer, personally appeared Alex Opuszynski who acknowledged himself to be the Member of Alpha Acquisitions, LLC, a Connecticut limited liability company, and he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the limited liability company, by signing the name of the limited liability company by himself as such officer.

In witness whereof I hereunto set my hand.

Printed Name:
Notary Public/ My Commission Expires:
Commissioner of Superior Court

EXHIBIT A

City Property Description

Conclusions:

Absent any direct evidence of abandonment, and with the Aldermanic Record showing that the intended abandonment was not properly completed, the Subject Parcel appears to remain a public road.

LEGAL DESCRIPTION

All that certain piece or parcel of land, being the remain portion of Pulaski Street, a public roadway substantially acquired by the State of Connecticut for the construction of Interstate 91 Trumbull Street Connector. Being situated in the City of New Haven, County of New Haven and State of Connecticut, being bounded as follows:

NORTHWESTERLY: by State Street;

NORTHEASTERLY: by land now or formerly of Alpha Acquisitions, LLC, being known as 793 State Street;

SOUTHEASTERLY: by land of the State of Connecticut, being the discontinued portion of Pulaski Street and presently a portion of Interstate 91 Trumbull Street Connector; and

SOUTHWESTERLY: by land of the City of New Haven.

SUBJECT TO:

- Easements and restrictions as of record may appear.
- Rights of others as may exist by virtue of the premises being a public street.
- Utility easements as may exist
- Prohibition/Denial of Access in and to Interstate 91 Trumbull Street Connector along the Southeasterly boundary of the premises.

NOTE: The legal description provided below is cursory and should be amended and detailed upon the completion of a proper survey.

Nichols Abstracting

By:

Joshua D. Nichols

EXHIBIT B

Developer Property Description

SCHEDULE A

All that certain piece or parcel of land, with the buildings and all other improvements thereon, situated in the Town of New Haven, in the County of New Haven and State of Connecticut, known as #793-795 State Street, and bounded:

NORTHWEST: by State Street, 48 feet, more or less;

SOUTH: by Pulaski Street, 84 feet, more or less;

EAST: by land now or formerly of The State of Connecticut, 28 feet, more or less; and

NORTH: by land now or formerly of the Estate of Edward T. Carrington, more lately of Donato A. Salvatore, 85 feet, more or less.

Subject to:

1. Real estate taxes on the Grand List of October 1, 2019 and thereafter.
2. Building lines, if established, and any and all provisions of any ordinance, zoning regulation, governmental regulation, including Inland-Wetland regulations or public or private law, governing said premises.
3. Water and sewer use charges as may be due and payable hereafter.
4. Right of Access relinquished to I-91 dated February 11, 1963 and recorded March 13, 1963 in Volume 2172 at Page 467 of the New Haven Land Records.

| |
|--|
| 08/04/2020 12:20:10 PM Michael B. Smart City Clerk City of New Haven |
|--|

EXHIBIT C

Developer Improvements

- Development of no more than sixteen (16) residential units in total.
- Demolition of existing blighted and unsafe structure located at 793 State Street.
- Construction of new structure containing sixteen (16) residential units and not more than 2000 square feet or retail/commercial space on the first floor of the property
- All building area to be code compliant
- One (1) ADA-compliant income-restricted one (1) bedroom apartment to be occupied by tenants earning at or below 60 percent of Area Median Income as determined by the United States Department of Housing and Urban Development (as adjusted annually) for the New Haven-Meriden Metropolitan Statistical Area for a period of TEN (10) years from the date of first occupancy by an income-compliant tenant
- One (1) income-restricted studio apartment on the lower/garden level to be occupied by tenants earning at or below 60 percent of Area Median Income as determined by the United States Department of Housing and Urban Development (as adjusted annually) for the New Haven-Meriden Metropolitan Statistical Area for a period of TEN (10) years from the date of first occupancy by an income-compliant tenant
- Zero (0) parking spaces and no loading space
- Bicycle parking with half to be covered

EXHIBIT D

Project Schedule

Commencing from date of recording of this DLDA:

- 1) Submission of zoning application 60 days approximately
- 2) Submission of site plan approval 60 days thereafter approximately
- 3) Upon Site plan approval, submission of building permit applications 120 days
approximately
- 4) Upon issuance of building permits, commencement of construction 120 days
approximately
- 5) Construction is anticipated to require no less than 12 months nor more than 20 months

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|-----|------|-------------|

| | | |
|---|-----------|---------------------------|
| 1 | 5-10-2017 | CONCEPT |
| 2 | 5-17-2017 | REVISED PER OWNER MEETING |

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|-----|------|-------------|

PROJECT TITLE

**MIXED USE
BUILDING**

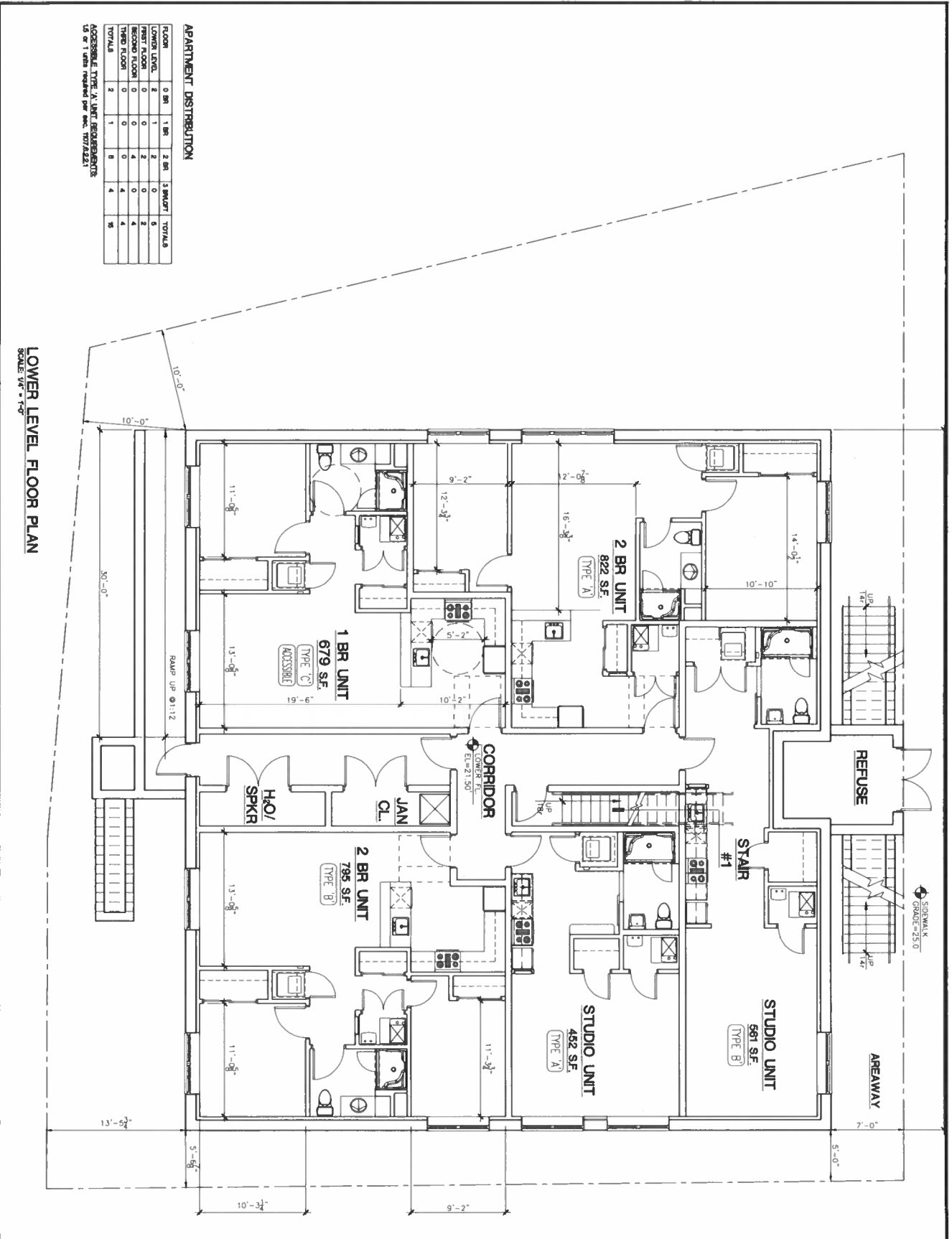
789-786 STATE STREET
NEW HAVEN, CT.
Prepared For:

Alpha Acquisition, LLC
865 Barnard Drive
Hartford, CT

LOWER LEVEL FLOOR PLAN

| | |
|----------------------|---------------------|
| DESIGNED BY: [blank] | SCALE: AS NOTED |
| DRAWN BY: [blank] | DATE: 5-10-21 |
| CHECKED BY: [blank] | PROJECT NUMBER: 234 |
| CAD FILE: A17394.rvt | |

| | |
|---------------------|--------------|
| SCALE: 1/8" = 1'-0" | SHEET NUMBER |
| A-100 | |



APARTMENT DISTRIBUTION

| FLOOR | 0 BR | 1 BR | 2 BR | 3 BR/47 | TOTALS |
|-------------|------|------|------|---------|--------|
| LOWER LEVEL | 2 | 1 | 2 | 0 | 5 |
| FIRST FLOOR | 0 | 0 | 2 | 0 | 2 |
| THIRD FLOOR | 0 | 0 | 0 | 4 | 4 |
| TOTALS | 2 | 1 | 4 | 4 | 11 |

ACCESSIBLE TYPE A UNIT REQUIREMENTS:
15 or 1 units required per sec. 107.14.2.1

LOWER LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

**ROSE
& CO., LLC.**
ARCHITECTS/INTERIORS ENGINEERS

10000 ROUTE 100, SUITE 100
2000 INTERNATIONAL AVENUE, FARMVILLE, VA 22431
TEL: (800) 368-6666 FAX: (800) 368-6666

[illegible]

| | |
|---------------------------|-------------------------|
| DISCLOSED BY: MAF | SCALE: AS NOTED |
| PREPARED BY: MAF | DATE: 3-10-21 |
| CHIEF-CED BY: PMR | PROJECT NUMBER: 2304 |
| C40 FILE: R./2304/ACCH | |



[illegible]

PROJECT TITLE

**MIXED USE
BUILDING**

793-795 STATE STREET
NEW HAVEN, CT.
Prepared For:

Prepared For:

Alpha Acquisition, LLC
185 Bartlett Drive
Madison, CT

SUBJECT TITLE

SECOND FLOOR PLAN

| | |
|--------------------------|-------------------------|
| DESIGNED BY: SAUF | SCALE: AS NOTED |
| DRAWN BY: SAUF | DATE: 3-4-2021 |
| CHECKED BY: PUNE | PROJECT NUMBER: 2129 |
| C/O P.L. R./2329/ARCH | |

SUN

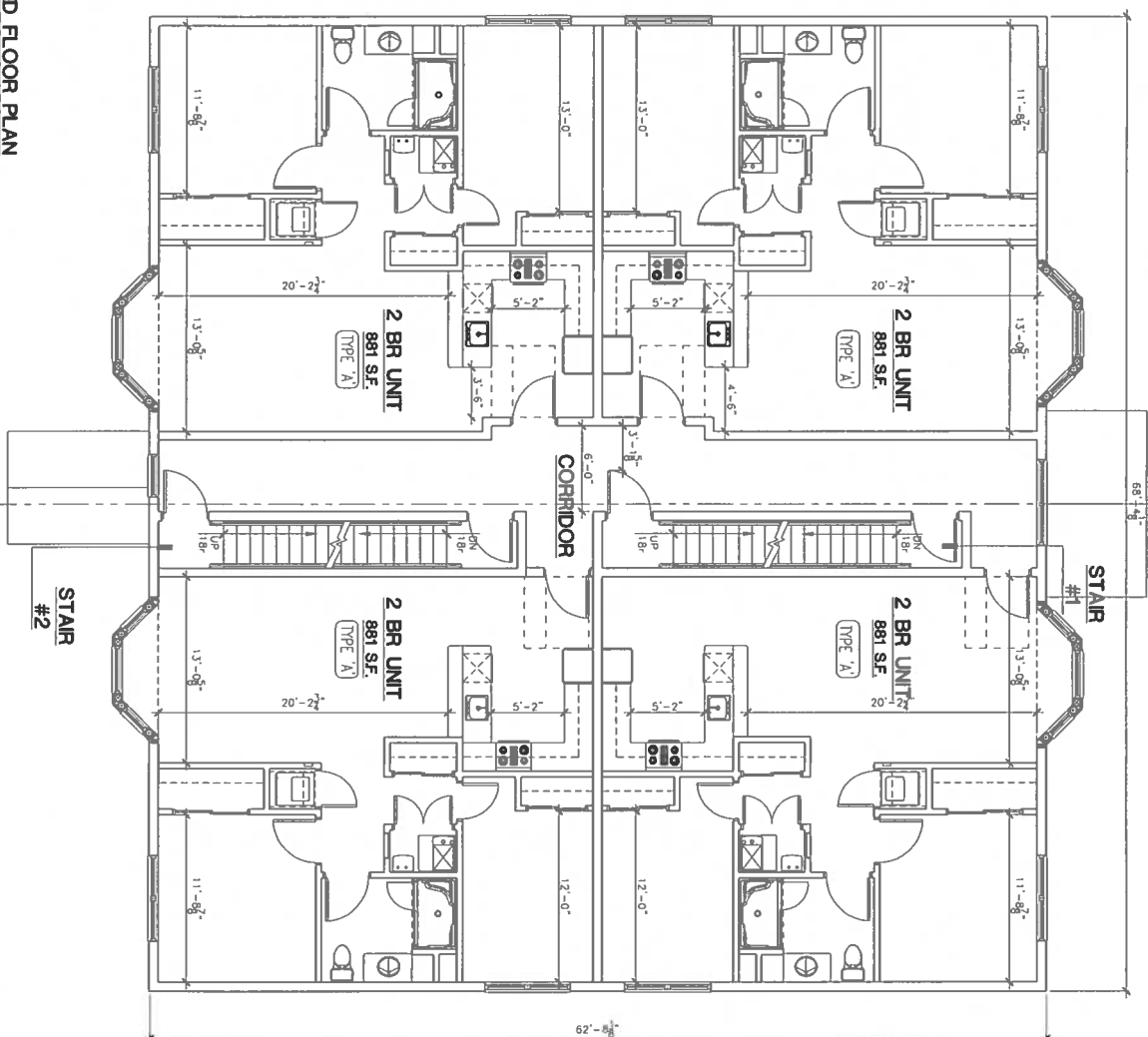
SHEET NUMBER



A-102

SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



| REVISIONS | |
|-----------|-----------|
| NO. | DATE |
| 1 | 5-10-2011 |
| 2 | 5-17-2011 |

| NO. | DATE | DESCRIPTION |
|-----|-----------|---------------------------|
| 1 | 5-10-2011 | OWNER REVIEW |
| 2 | 5-17-2011 | REVISED PER OWNER MEETING |

PROJECT TITLE

MIXED USE
BUILDING
783-786 STATE STREET
NEW HAVEN, CT.
Prepared For:

Alpha Acquisition, LLC
85 Barrett Drive
Madison, CT

SHEET TITLE

THIRD FLOOR PLAN

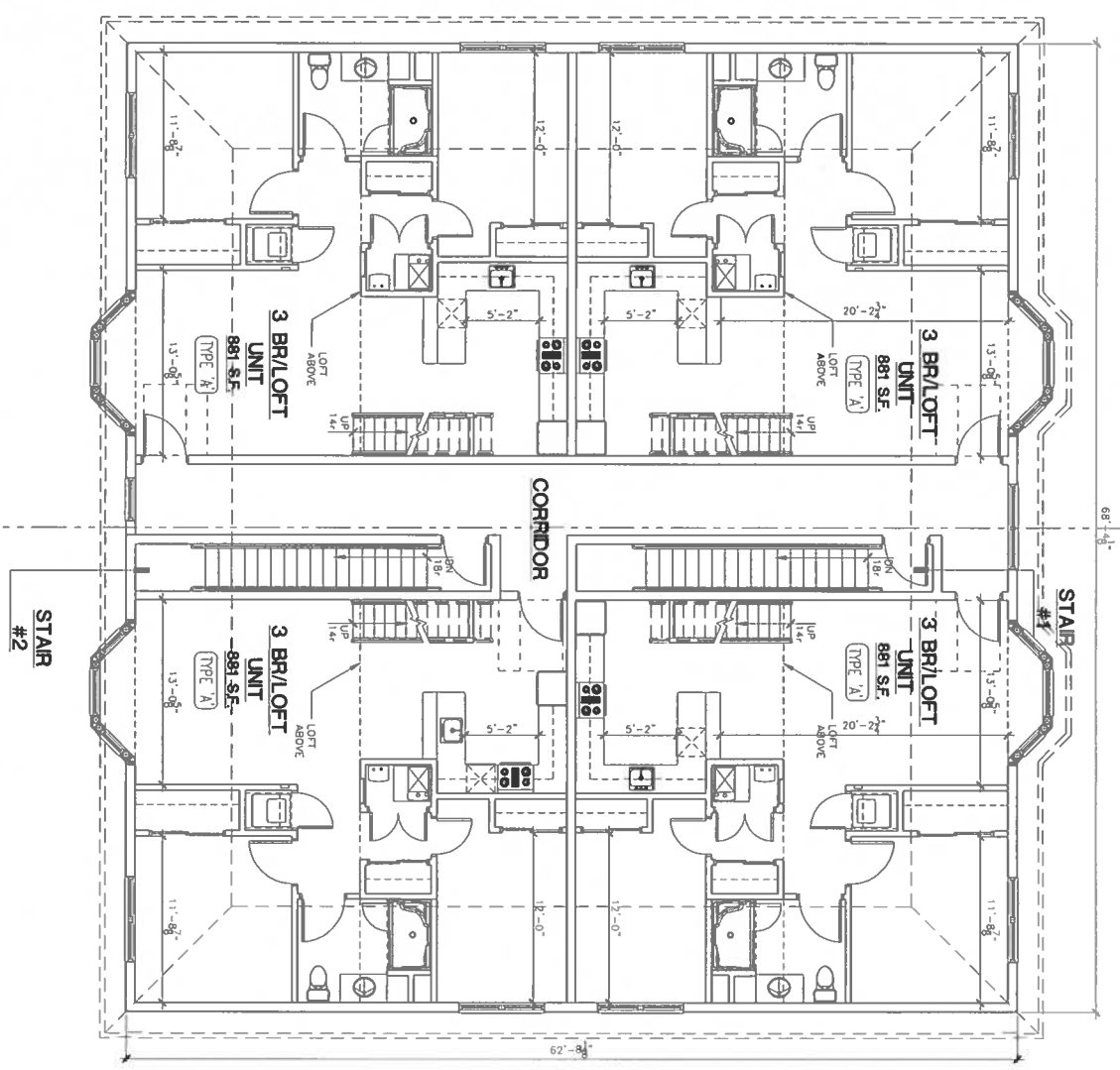
| DESIGNED BY | SCALE AS NOTED |
|-------------|-----------------|
| DRW | DATE: 5-11-2011 |
| CHK | DATE: 5-11-2011 |
| APP | DATE: 5-11-2011 |

SCALE



SHEET NUMBER

A-103



THIRD FLOOR PLAN
SCALE 1/8" = 1'-0"

| REVISIONS | | | |
|-----------|------------|---------------------------|-------|
| NO. | DATE | DESCRIPTION | BY |
| 1 | 10/10/2011 | OWNER REVIEW | OWNER |
| 2 | 11/17/2011 | REVISED PER OWNER MEETING | OWNER |

**MIXED USE
 BUILDING**
 783-786 STATE STREET
 NEW HAVEN, CT.
 Prepared For:
 Apple Analytics, LLC
 365 Barnhart Drive
 Madison, CT

PROJECT TITLE
 LOFT FLOOR PLAN

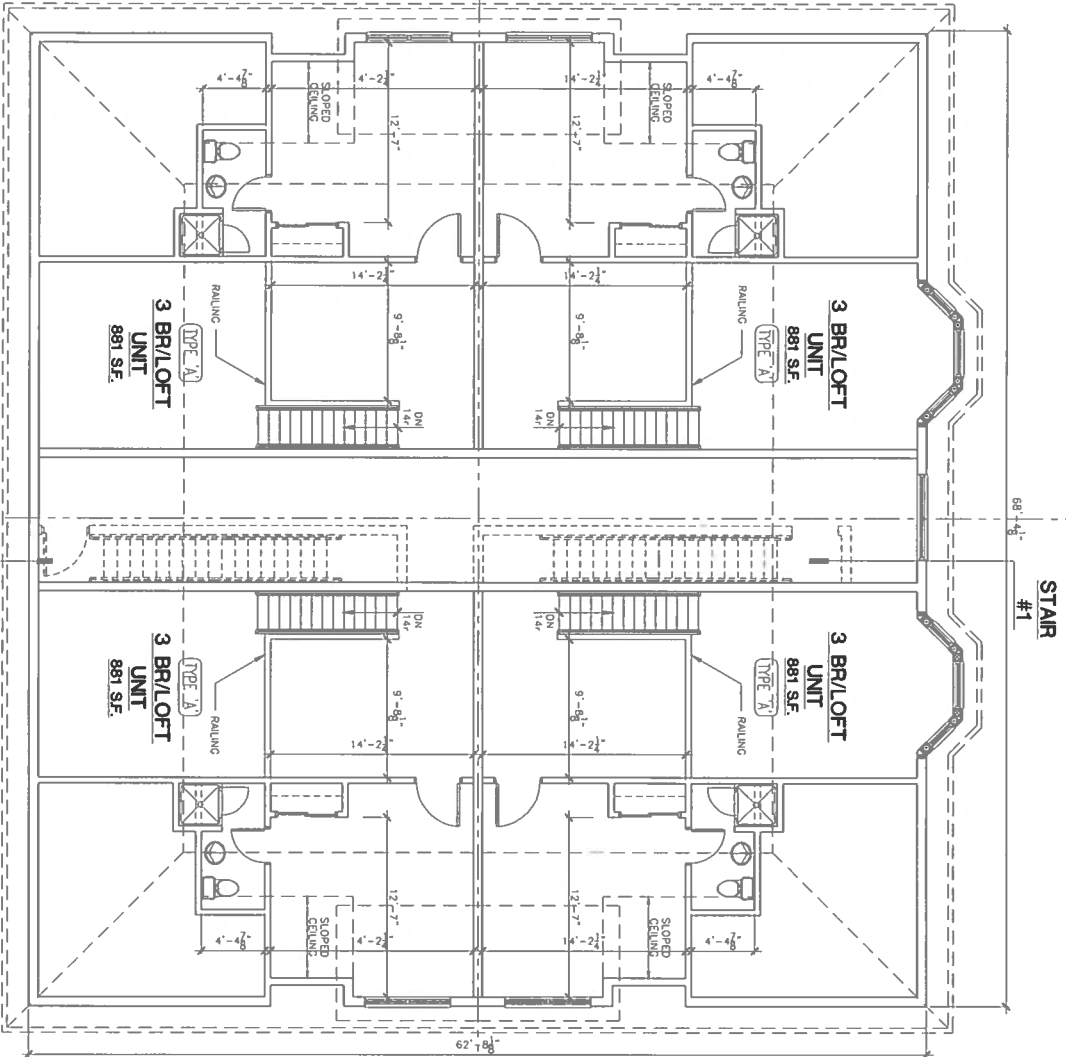
SCALE AS NOTED

DATE 3-14-2011

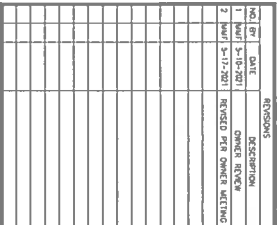
PROJECT NO. 1004

FILE R/783A/ARCH

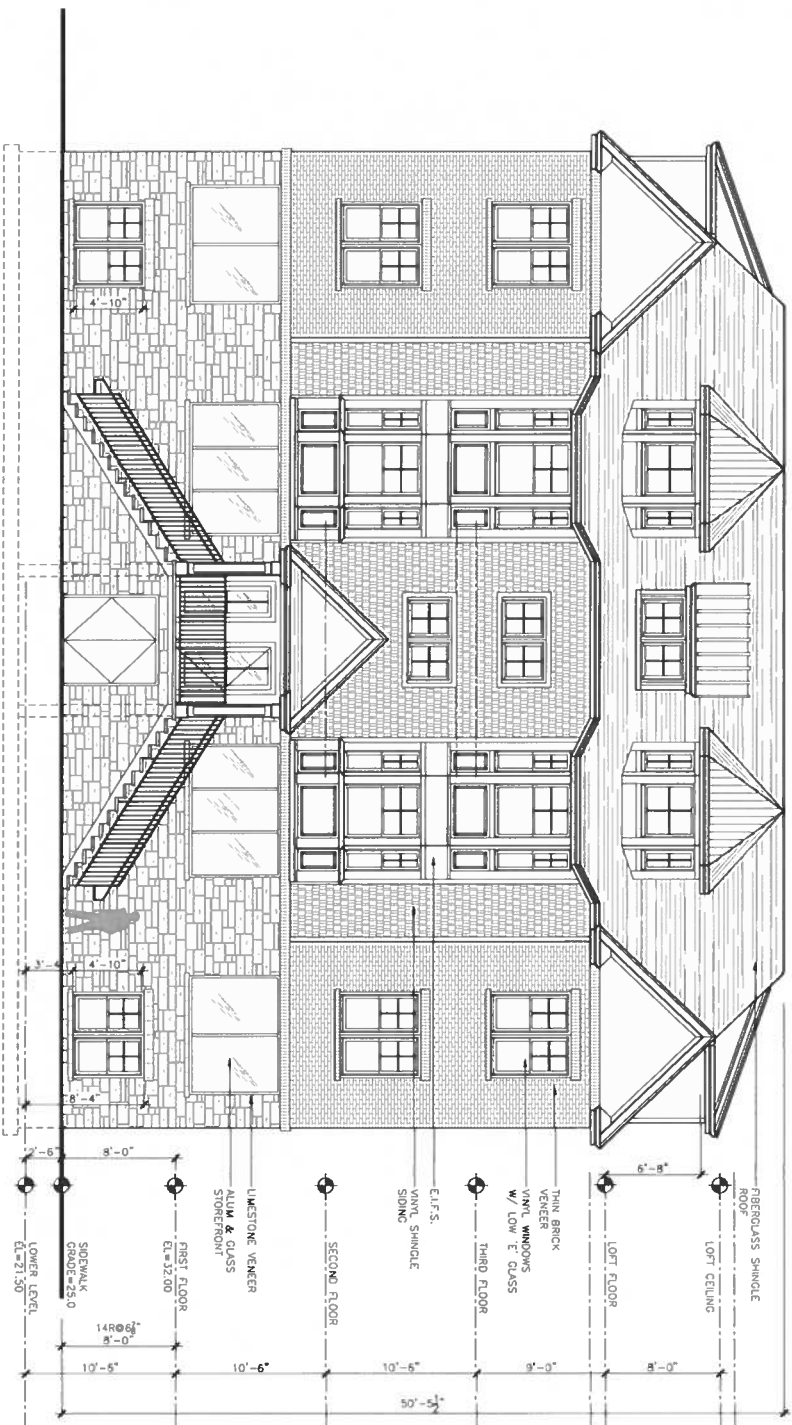
SCALE NUMBER
A-104



LOFT FLOOR PLAN
 SCALE 1/8" = 1'-0"



| | | |
|-------|---|--------------|
| STATE |  | SHEET NUMBER |
| | | A-201 |



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



**ROSE
•TISO
& CO. LLC.**
ARCHITECTS • SURVEYORS • ENGINEERS

WWW.ROSETISO.COM
25 BRICKWOOD AVENUE, FAIRFIELD, CT 06424
TEL: (203) 251-0888 FAX: (203) 251-0888

| REVIEWS | | |
|---------|-----------|---------------------------|
| NO. BY | DATE | DESCRIPTION |
| 1 | 5-10-2021 | OWNER REVIEW |
| 2 | 5-17-2021 | REVISED PER OWNER MEETING |

[illegible]

PROJECT TITLE

**MIXED USE
BUILDING**

783-786 STATE STREET
NEW HAVEN, CT.
Prepared For:

Prepared For:

Alpha Acquisition, LLC
185 Bartlett Drive
Madison, CT

Speltz, M. U.

LEFT SIDE ELEVATION

| | |
|----------------------|------------------------|
| DESCRIBED BY 6065 | SCALE AS NOTED |
| DRAWN BY 6065 | DATE 3-4-2021 |
| CHECKED BY PWR | PROJECT NUMBER 2364 |

SEA

11638



A-202

| REVISIONS | | |
|-----------|-----|-----------|
| NO. | BY | DATE |
| 1 | WUF | 5-10-2021 |
| 2 | WUF | 5-17-2021 |

PROJECT TITLE

**MIXED USE
BUILDING**

783-786 STATE STREET
NEW HAVEN, CT.

Prepared For:

Alpha Acquisitions, LLC
126 Bartlett Drive
Madison, CT

5461701

REAR ELEVATION

| | |
|--------------------|-------------------------|
| DISCARD BY: MAR | SCALE: AS NOTED |
| DRAWN BY: MAR | DATE: 3-4-2021 |
| CHECKED BY: MAR | PROJECT NUMBER: 2364 |

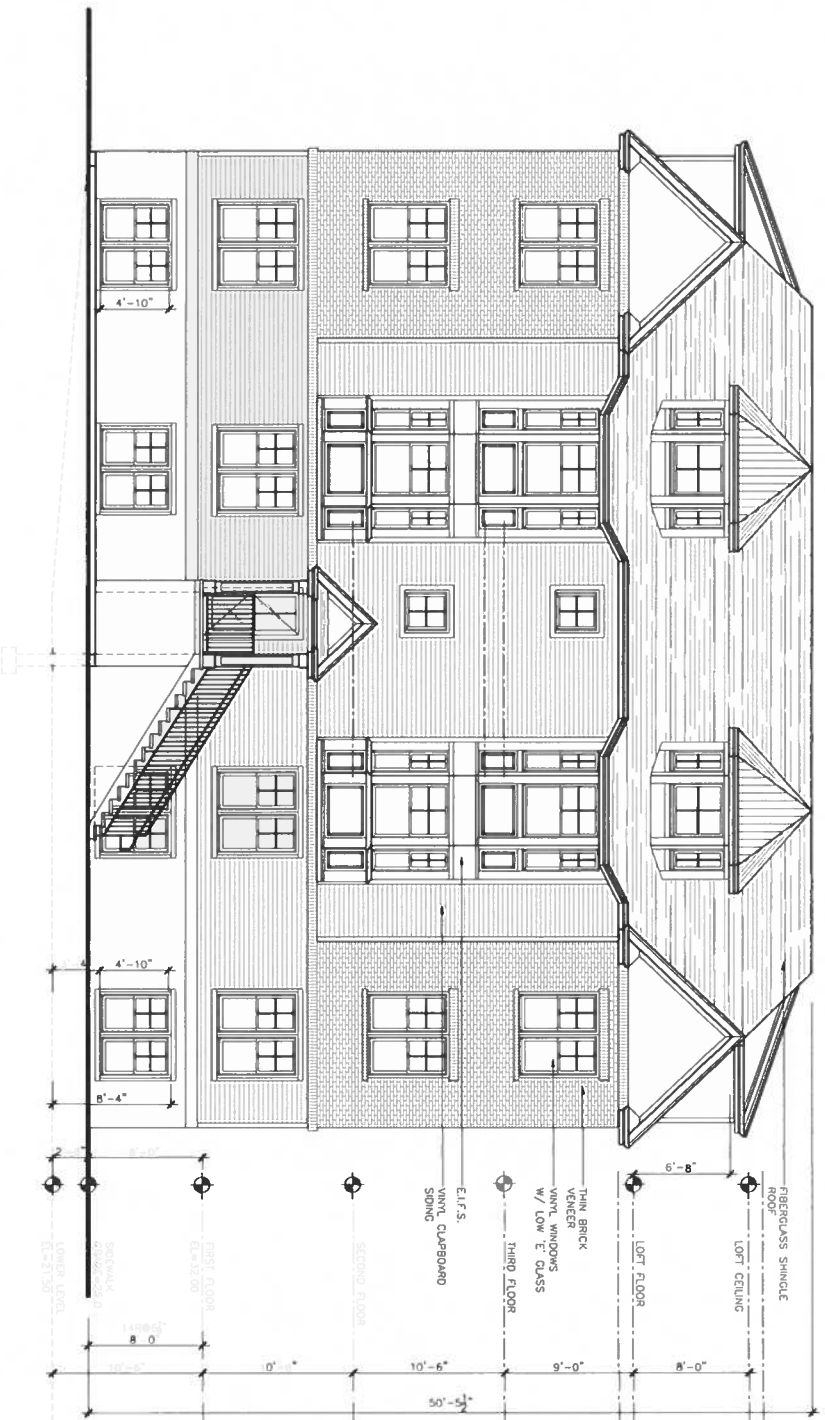
SEA

SHEET NUMBER



A-203

REAR ELEVATION
SCALE: 1/4" = 1'-0"



| REVISIONS | |
|-----------|-----------|
| NO. | DATE |
| 1 | 10/1/2021 |
| 2 | 10/1/2021 |

| NO. | BY | DATE | DESCRIPTION |
|-----|-----|-----------|---------------------------|
| 1 | MMJ | 10/1/2021 | ORIGIN DRAWING |
| 2 | MMJ | 10/1/2021 | REVISED PER OWNER MEETING |

PROJECT TITLE

MIXED USE
BUILDING

793-795 STATE STREET
NEW HAVEN, CT.
Prepared For:

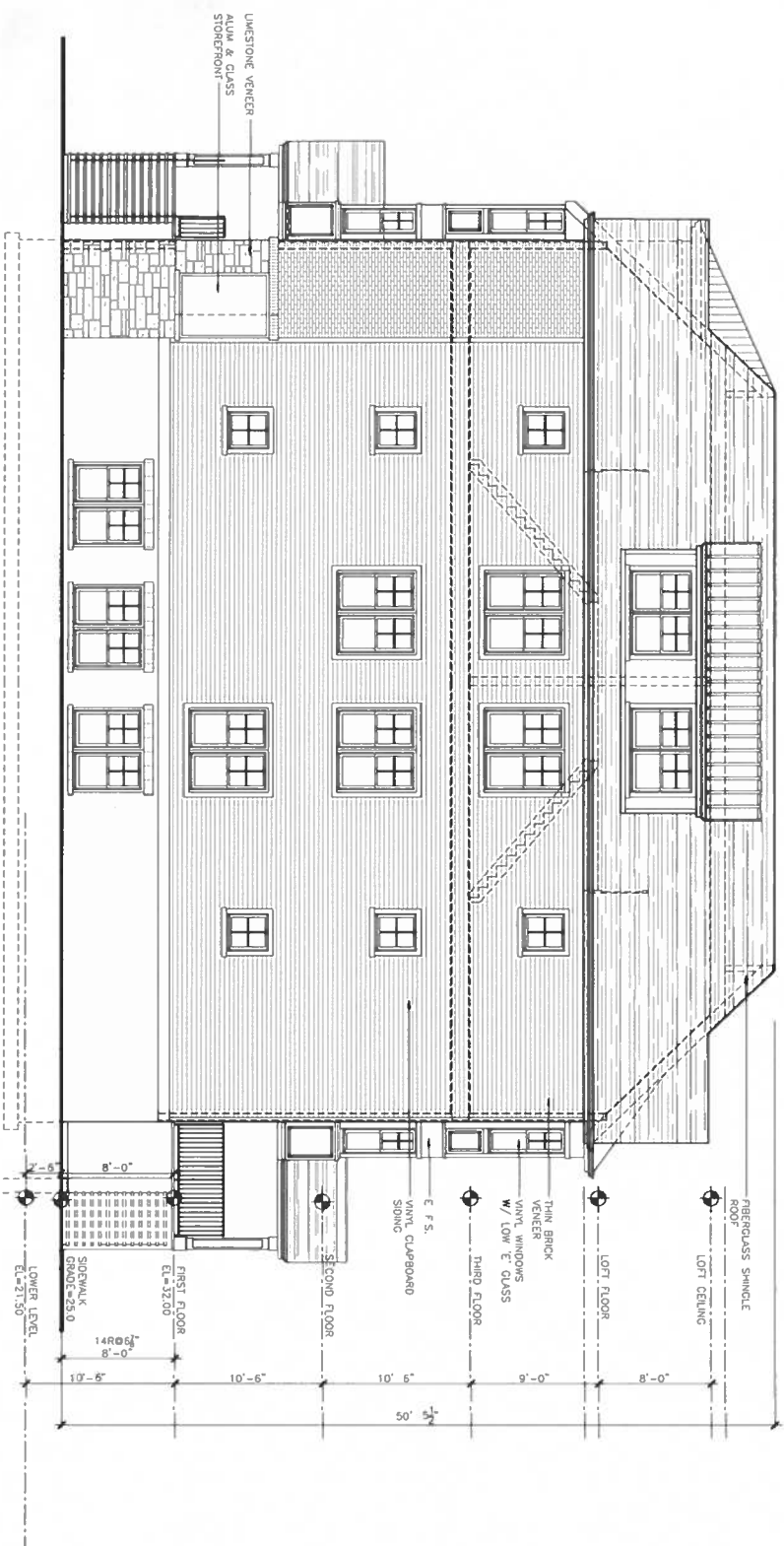
Alpha Acquisition, LLC
795 Bay Street Drive
Madison, CT

RIGHT SIDE ELEVATION

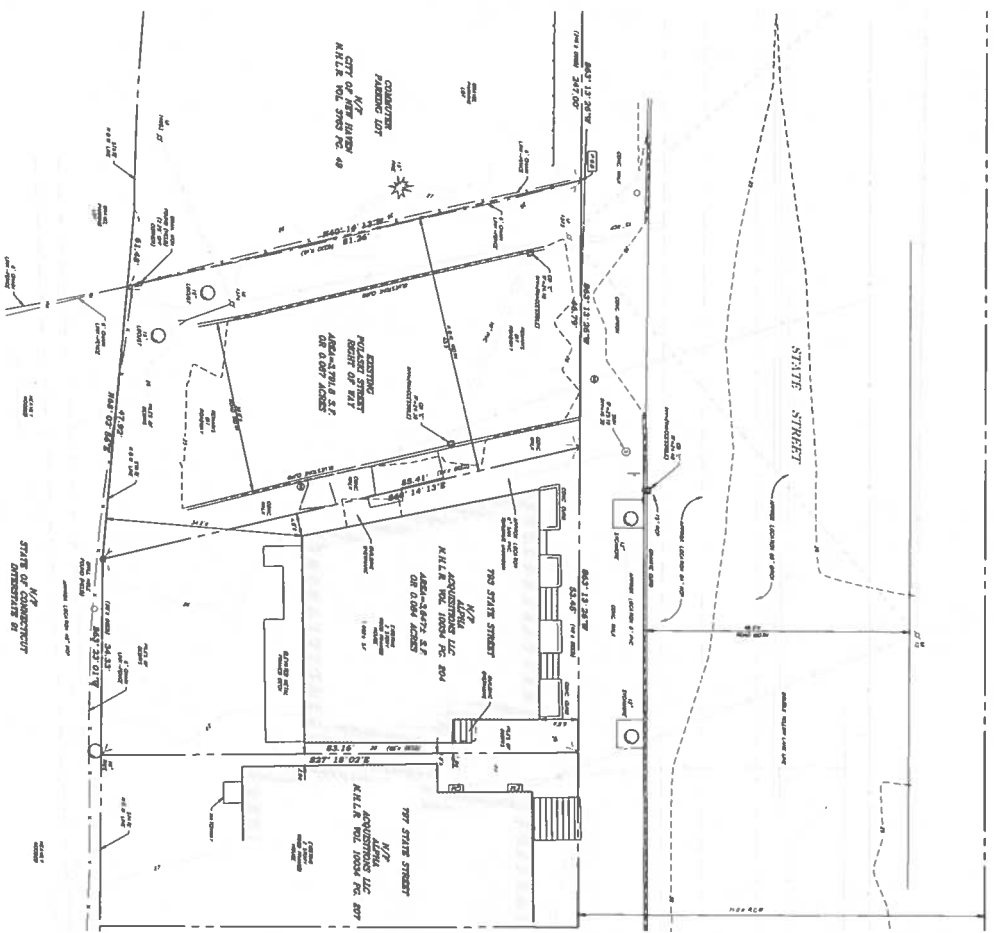
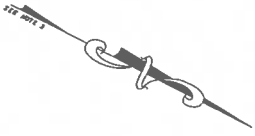
| REVISIONS | |
|-----------|-----------|
| NO. | DATE |
| 1 | 10/1/2021 |
| 2 | 10/1/2021 |

| NO. | BY | DATE | DESCRIPTION |
|-----|-----|-----------|---------------------------|
| 1 | MMJ | 10/1/2021 | ORIGIN DRAWING |
| 2 | MMJ | 10/1/2021 | REVISED PER OWNER MEETING |

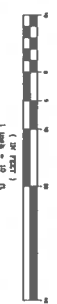
RIGHT SIDE ELEVATION
SCALE 1/4" = 1'-0"



202

[illegible]

2/22/2021

[illegible][illegible]

Nichols Abstracting

26 Lantern View Drive, North Branford, Connecticut
TEL: (203) 980-9574 EMAIL: nicholsabstracting@yahoo.com

TITLE REPORT

To: Attorney Benjamin Trachten

Re: Pulaski Street, New Haven, Connecticut

Scope of Research:

Determine ownership status of the remaining portion of Pulaski Street extending southeasterly from State Street and abutting 793 State Street on the southwest ("Subject Parcel").

Findings:

A review of the New Haven Land Records found no evidence of any action being taken with the portion of Pulaski Street in question. In 1961 & 1962, the majority of Pulaski Street and the property surrounding it were acquired by the State of Connecticut for highway construction. A small portion, the Subject Parcel, was not taken by the State.

It was discovered by reviewing the Aldermanic Journals, that in 1971, the City of New Haven Board of Aldermen commenced the abandonment of said Subject Parcel. The abandonment was Petitioned (1971, Pg 302), a Favorable result for resolution was entered and the Dept of Public Works was ordered to commence survey and assessment, conditions were set for abutting owners (1971, Pg 398). Said resolution to abandon the Subject Parcel was voted and passed by the Board (1971, Pg 492). In 1988, There was a proposal to use a property on the opposite side of Pulaski Street from 793 State Street as a Parking Lot run by the New Haven Parking Authority (1988, Pg 102). In said proposal, it was specifically pointed out that the Dept. of Public Works failed to perform the ordered survey and assessment and was ordered to comply with the 1971 order. No record of any further action was found by the Dept of Public Works. The proposal to transfer control of the Parking Lot area to the Parking Authority was recommended approved (1988, Pg 280) and approved and ordered (1988, Pg 705). Said approval makes no mention of the Dept, of Public Works complying with the order. Additionally, it designated the Parking Lot as being on the corner of State Street and Pulaski Street, implying that the street was not abandoned, and was in fact still a recognized street. No further record regarding Pulaski Street was found in a review up to the 1996 Journals.

A request for information from the Public Works Department, yielded no information. The Department representative had no knowledge of the situation. The representative searched for any record of the abandonment and also conferred with the Director of Public Works and they had no knowledge of any records regarding Pulaski Street. The result is that if there was any survey or assessment completed, there is no record of it.

1
VOL 3922 PAGE 315

RECORDED IN _____ LAND RECORDS
AT VOLUME _____ PAGE _____

Agreement No. 12.30-01(B7)

LEASE AGREEMENT

NEW HAVEN PARKING AUTHORITY

(MOTOR VEHICLE PARKING)

INTERSTATE ROUTE 91

IN TOWN OF NEW HAVEN

FILE NO. 92-94-15E

THIS LEASE, concluded at Wethersfield, Connecticut, this 2nd day of *March*, 1988, by and between the State of Connecticut, Department of Transportation, J. William Burns, Commissioner, acting herein by Robert W. Gubala, Transportation Chief Engineer, Bureau of Highways, duly authorized, hereinafter referred to as the State, and the New Haven Parking Authority, a public authority established under Special Act 51-473, as amended, having its principal place of business at One Temple Street, New Haven, Connecticut 06510-3280, acting herein by Irvin D. Zeidenberg, its Chairman, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT

WHEREAS, the Second Party has requested the use of certain land hereinafter described, for municipal parking, and

WHEREAS, the State has the authority pursuant to Section 13a-80a(a) of the Connecticut General Statutes, as revised, to enter into this Lease with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

1

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all the stipulations, restrictions, specifications and covenants herein contained, that land situated in the Town of New Haven, County of New Haven and State of Connecticut, on the northwesterly side of Interstate Route 91, with appurtenances thereon, if any, containing 0.24 acre, more or less, bounded and described as follows:

BEGINNING at a point designated on a CHD Monument and located at the intersection of the northwesterly Highway Line of Interstate Route 91 and the southeasterly Street Line of State Street,

THENCE, proceeding in a general northeasterly direction along the northwesterly Highway Line of Interstate Route 91, along a horizontal circular curve to the left having a radius of 452.00 feet, a distance of 268.06 feet to a point designated on a CHD Monument;

THENCE, proceeding in a north-northeasterly direction along the northwesterly Highway Line of Interstate Route 91, a distance of 10 feet, more or less, to a point, which point is located on the southerly Street Line of Pulaski Street;

THENCE, proceeding in an easterly direction along the southerly Street Line of Pulaski Street, a distance of 33 feet, more or less, to a point;

THENCE, proceeding in a general southwesterly direction along the Lease Line, along a horizontal curve to the right having a radius of 487.00 feet, a distance of 356 feet, more or less, to a point, which point is located on the southeasterly Street Line of State Street;

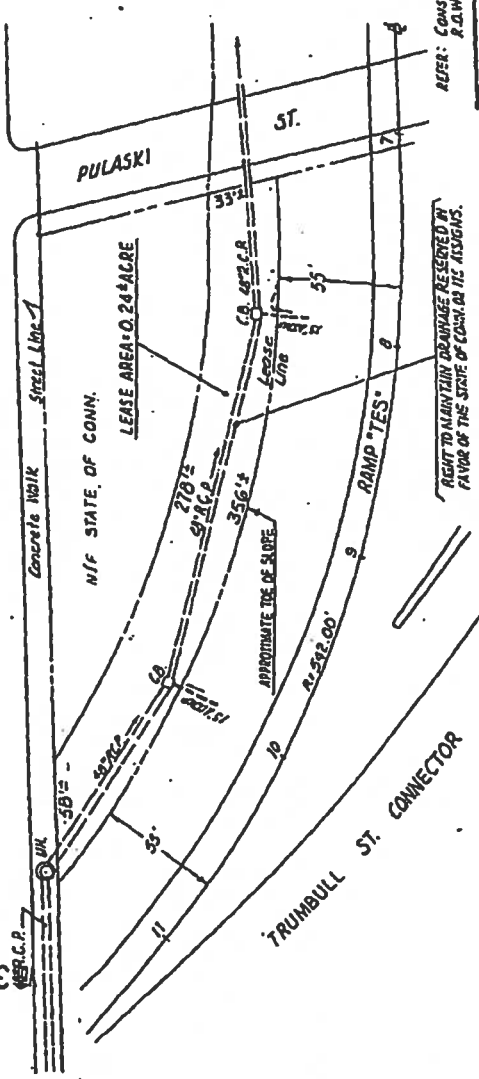
THENCE, proceeding in a north-northeasterly direction along the southeasterly Street Line of State Street, a distance of 58 feet, more or less, to the point and place of beginning,

all as shown on a map attached hereto, entitled: "Town of New Haven, Sketch showing land leased to New Haven Parking Authority by the State of Connecticut, Interstate Route 91, Scale 1" = 40', November 1986, Bureau of Highways", Town No. 92, Project No. 92-94, Serial No. 15E, Sheet 1 of 1.

All rights of Ingress and Egress are specifically denied, directly to and from Interstate Route 91, State Street and Pulaski Street, from and to the parcel of land herein described.

3922 REC317

STATE STREET



REFER: COME PLAN 92-125 S4. 30
R.O.W. MAP. 92-05 SH. 2

TOWN OF NEW HAVEN
SKETCH SHOWING LAND LEASED TO
CITY OF NEW HAVEN
BY
THE STATE OF CONNECTICUT
INTERSTATE ROUTE 91

SCALE 1" = 40'
NOVEMBER 19 92
BUREAU OF HIGHWAYS

| DATE | REVISION | REVIEW |
|------|----------|--------|
| | | |
| | | |
| | | |

THIS MAP CONFORMS TO CLASS B
OF CODE OF CONNECTICUT
TECHNICAL COUNCIL, INC.

TOWN NO. 92
PROJECT NO. 92-94
SERIAL NO. 15E
SHEET 1 OF 1

Drawn By: _____ Date: _____
Checked By: _____ Date: _____
Title: _____

THIS MAP CONFORMS TO CLASS B
OF CODE OF CONNECTICUT
TECHNICAL COUNCIL, INC.

INTEREST CERTAIN THIS MAP
IS A PART OF THE RECORD TO THE
BEST OF MY KNOWLEDGE AND BELIEF

- (1) The term of this Lease is for a five (5) year period of time commencing March 1, 1988, to and including February 28, 1993.
- (2) This Lease may be terminated at any time by either party hereto by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Lease shall be null and void and all rights of the Second Party herein shall end and terminate.
- (3) It is mutually understood and agreed by the parties hereto that when pages -1- thru and including -6- hereof are duly recorded in the land records of the town(s) in which the said parcel of land exists, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.
- (4) It is mutually understood and agreed by the parties hereto that this Lease is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation", dated January 1, 1987, which is hereby made an integral part of this Lease by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the said "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation", dated January 1, 1987, is and shall remain on file in the offices of the State and of the Second Party identified on page -1- hereof.
- (5) The Second Party shall erect and maintain a six-foot (6') high chain-link fence, at its own expense, along the length of the southeasterly Lease Line, a distance of 356 feet, more or less. If, at any point, the toe of slope extends into the lease area, said fence shall be erected at the toe of slope.
- (6) Access to and from the lease area shall be gained through the abutting land of the City of New Haven, only.
- (7) The Second Party shall pay to the State an annual rental fee equal to twenty percent (20%) of the gross parking fee receipts derived from the subject parking lot, payable within ninety (90) days following the completion of each year of the term hereof.
- (8) The Second Party agrees that it shall have prepared and delivered to the State, in the manner and frequency hereinafter specified and at its own expense, statement(s) of gross receipts, pertinent expenses (where appropriate), and payments to the State.
Such statement(s) shall be prepared and delivered to the State within ninety (90) days following each of the hereinafter specified events (where appropriate):

- (a) the end of each year of the specified term of this Agreement;
- (b) the end of each year (or fraction thereof) of any bona fide extension of the specified term of this Agreement, if any;
- (c) the effective date of termination of this Agreement, in the event of termination of this Agreement prior to the completion of the specified term of this Agreement or prior to the completion of the extended term of this Agreement specified in any bona fide extension hereof, if any.

Such statement(s) shall be prepared and certified by an independent Certified Public Accountant (CPA) as defined by Chapter 389 of the Connecticut General Statutes and shall contain the CPA's professional opinion relative to each of the following:

- (a) The sufficiency and adequacy of all records presented by the Second Party to the CPA to properly reflect all aspects of the Second Party's operations under this Agreement;
- (b) The system of record keeping utilized by the Second Party pursuant to this Agreement is in substantial accord with generally accepted accounting principles and practices;
- (c) The payments due the State are computed correctly and in accord with the terms of this Agreement and the laws of the State of Connecticut; AND
- (d) The recommendations of the CPA, if any, that in the opinion of the CPA would improve the fiscal relationship between the State and the Second Party as regards this Agreement.

While it is the intent of the State to rely on the certified statement(s) of the CPA as the same are defined hereinabove, the State hereby reserves the right to review, examine and/or audit the records of the Second Party and the work papers of the said CPA.

- (9) All parking opportunities and any fees charged for parking on the leased property shall be equal for all patrons, whether residents or non-residents of the town in which the property is located.
- (10) The Second Party shall, at its own expense, prepare a construction plan showing the proposed improvements, including the driveway locations, the parking layout and the total number of parking spaces to be established by the construction of the parking lot on the subject lease area. This plan will be subject to the prior approvals of the New Haven Traffic Authority and the Department of Transportation, District III Maintenance Manager, located at 140 Pond Lily Avenue, New Haven, Connecticut. A copy of this plan shall also be forwarded to the Office of Rights of Way, Department of Transportation, 24 Wolcott Hill Road, Wethersfield, Connecticut 06109.

Agreement No. 12.30-01(87)

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

Name: USA E. STANKIEWICZName: William F. Voboril

WILLIAM F. VOBORIL

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

J. William Burns, Commissioner

By Robert W. Gubala (Seal)Robert W. Gubala
Trans. Chief Engineer
Bureau of HighwaysDate: March 22, 1988

WITNESSES:

Name: Julie CanfieldName: Tim Phillips

SECOND PARTY

NEW HAVEN PARKING AUTHORITY

By Irvin D. Zeidenberg (Seal)Irvin D. Zeidenberg
ChairmanDate: February 1, 1988

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss: Wethersfield March 22 A.D., 1988

Personally appeared for the State, Robert W. Gubala, 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 Transportation Chief Engineer, Bureau of Highways, before me.

MY COMMISSION EXPIRES MARCH 31, 1991

USA E. STANKIEWICZ

My Commission Expires: NOTARY PUBLIC

STATE OF CONNECTICUT)

COUNTY OF NEW HAVEN)

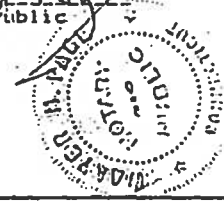
ss: New Haven

February 1, A.D., 1988

Personally appeared for the Second Party, Irvin D. Zeidenberg, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the New Haven Parking Authority and his free act and deed as Chairman, before me.

My Commission Expires:

My Commission Expires March 31, 1989



VCL 3922 PAGE 321

Agreement No. 12.30-01(87)

This Lease is made with the advice and consent of the undersigned in conformance with Section 13a-80a(a) of the Connecticut General Statutes, as revised.


Secretary, Office of Policy
and Management

.....
Date: MAY 12 1988

APPROVED AS TO FORM:


Attorney General

Date: 5/18/88

November 18, 1987

MOVED THAT THE NEW HAVEN PARKING AUTHORITY ENTER INTO A LEASE AGREEMENT FOR THE PARCEL OF STATE LAND LOCATED ON STATE STREET AND PULASKI STREET AT THE TRUMBULL STREET CONNECTOR TO I-91, STATE FILE NO. 92-94-15E AND THAT THE CHAIRMAN BE AUTHORIZED TO SIGN SAID LEASE AGREEMENT.

At a regular meeting of the New Haven Parking Authority, duly warned and open to the public, held in the 3rd Floor West Conference Room at Union Station, 50 Union Avenue, New Haven, Connecticut at 4:00 p.m., on Wednesday, November 18, 1987, members of the Authority being present, the above Motion was proposed by member John Cavallero, seconded by member Lucille Fiorello, put to vote and unanimously adopted.

Certified to be a true and correct copy.

Timothy L. Phillips
Timothy L. Phillips, Secretary
New Haven Parking Authority

Carly Hing
60 JUL -8 10:09

507110

The State of Connecticut, Francisco L. Borges, Treasurer of the State of Connecticut, under authority granted by Section 3-14b and in accordance with the provisions of Section 13a-80 of the General Statutes of Connecticut, as revised, with the advice and consent of the Office of Policy and Management of the State of Connecticut, and the State Properties Review Board, for consideration paid (\$106,000.00), Grants to the City of New Haven, a municipal corporation existing under the laws of the State of Connecticut and having its territorial limits within the County of New Haven and State of Connecticut, with QUIT-CLAIM COVENANTS,

That certain parcel of land situated in the Town of New Haven, County of New Haven and State of Connecticut, on the southeasterly side of State Street, at Pulaski Street, containing 0.31 of an acre, more or less, bounded and described as follows:

NORTHWESTERLY - by State Street, 246 feet, more or less;
NORTHEASTERLY - by Pulaski Street, 81 feet, more or less;
SOUTHEASTERLY AND SOUTHERLY - by the northwesterly and northerly non-access highway line of Ramp "TES", Interstate Route 91, a total distance of 278.06 feet, more or less, by a line designated "Release Line & Non Access Highway Line," as shown on the map hereinafter referred to;
WESTERLY - running to a point.

For the State's source of title to the above-described premises, reference is made to acquisitions by the State of Connecticut from Sophie Rothe as contained in a Warranty Deed recorded in Volume 2103 at Page 39 of the New Haven Land Records; from Walenty Ciskowski et al as contained in a Warranty Deed recorded in Volume 2114 at Page 179 of said land records; from Sidney Shindell et al as contained in a Warranty Deed recorded in Volume 2118 at Page 337 of said land records; and from the City of New Haven as contained in a Quit-Claim Deed recorded in Volume 2155 at Page 363 of said land records.

The above-described premises are conveyed subject to such rights and easements as may appear of record and to any state of facts which an inspection of the premises may show.

All rights of Ingress and Egress are specifically denied, directly to and from Ramp "TES", Interstate Route 91, from and to the land herein conveyed.

It is expressly understood and agreed between the parties hereto that in the event that the City of New Haven sells the land herein conveyed within a period of twelve months from the execution date of this Deed at a price higher than that paid by the City of New Haven, then the difference in price between the present sale and the subsequent sale by said City of New Haven shall be paid to the State of Connecticut on the date of closing of said subsequent sale by the City of New Haven.

For a more particular description of the above-described premises, reference is made to a map to be filed in the New Haven Town Clerk's Office, entitled: "Town of New Haven, Map Showing Land To Be Released To City of New Haven by the State of Connecticut, Interstate Route 91 (Limited Access Highway), Scale 1"=40', February 1987, Robert W. Gubala, Transportation Chief Engineer - Bureau of Highways." Town No. 92, Project NO. 92-94 (92-123), Serial No. 15 D, Sheet 1 of 1 Sheet.

NO CONVEYANCE TAX RECEIVED

Town Clerk of New Haven

NO CONVEYANCE TAX RECEIVED

Shore
Treasurer

VL3736 ABE050

City of New Haven
92-94-15D

Signed this 2nd day of April, A.D. 1987.

Witnessed by:

State of Connecticut

Leticia S. Pina

By Francisco L. Borges (S.)
Francisco L. Borges
Treasurer
Duly Authorized

J. L. Hys

STATE OF CONNECTICUT)
) ss: Hartford
COUNTY OF HARTFORD)

The foregoing Instrument was acknowledged before me this 2nd day of April, A.D. 1987, by Francisco L. Borges, Treasurer of the State of Connecticut.

My Commission Expires

Annette Landolf
Commissioner of the Superior Court
~~Notary Public~~

This conveyance is made with the advice and consent of the undersigned in conformity with Section 13a-80 of the General Statutes of Connecticut, as revised.

Q.V. Myles MAY 5 1987
Secretary
Office of Policy and Management
State of Connecticut

State Properties Review Board

1.18 By Henry P. Gignefriddo
HENRY P. GIGNEFRIDDO, CHAIRMAN

APPROVED
AS TO FORM

JUN 2 1987
Clarke Mason Riddle
CLARKE MASON RIDDLE
SENIOR ATTORNEY GENERAL

CITY OF NEW HAVEN
RECEIVED

John G. Hys

87 AUG 17 AM 11:38

025623

April 5, 1971

Resolution, as set forth under Resolutions hereinafter, de Model Cities Resident Employment and Training Area, presented by Alderman Acebo.

Municipal Services.

Petition of Southern New England Telephone Company for replacement of snow melting mats under sidewalk at Orange and Wall Streets. Referred concurrently to City Plan Commission.

Petition of Alderman Wilson for repaving of Lander Street from Newhall Street to Winchester Avenue.

Petition of Alderman William Jones for increased lighting on Dickerman Street and Sperry Street.

Petition of Alderman James Jones for increased lighting on Springside and Wintergreen Avenues and on Wilnot Road.

Petition of Alderman Esdale for increased lighting on Whalley Avenue.

Petition of Alderman Dynia de abandonment of Pulaski Street. Referred concurrently to City Plan Commission.

Petition of Alderman Dynia de renaming Eld Street to Pulaski Street. Referred concurrently to City Plan Commission.

Public Safety and Welfare.

Resolution, as set forth under Resolutions hereinafter, de Crime on Senior Citizens.

April 5, 1971

Resolution, as set forth under Resolutions hereinafter, de Police Commission investigate activities of Police Department members.

Urban Development.

Petition of New Haven Terminal, Inc. and New Haven City Plan Commission for transfer of land to City for park purposes, east of Peat Meadow Road and Milton Street. Referred concurrently to City Plan Commission.

Communication from Redevelopment Agency, as set forth under Communications hereinafter, de proposed land development in Hill Renewal Area, Reuse Parcel S-26 (Door of Salvation Pentecostal Church). Referred concurrently to City Plan Commission.

Cohen and DeMayo communication, as set forth under Communications hereinafter, de development and acceptance of proposed sub-division to be known as Gina Terrace. Referred concurrently to City Plan Commission.

City Plan Commission.

Communication from Redevelopment Agency, as set forth under Communications hereinafter, de proposed land development in Hill Renewal Area, Reuse Parcel S-26 (Door of Salvation Pentecostal Church). Referred concurrently to Committee on Urban Development.

Communication of Cohen and DeMayo, as set forth under Communications hereinafter, de development and acceptance of proposed sub-division to be known as Gina Terrace. Referred concurrently to Committee on Urban Development.

398 BOARD OF ALDERMEN May 10, 1971

AMENDMENT RELATIVE TO QUINNIPIAC AVENUE
(986)

BE IT ORDERED BY THE BOARD OF ALDERMEN OF
THE CITY OF NEW HAVEN:

THAT the Zoning Ordinance of the City of New Haven
is hereby amended as follows:

To rezone from Light Industry (IL) to Residential Low-
Middle Density (RM-1) the land bounded on the North by
land now or formerly of William R. Hemingway, Willet Hem-
ingway and Harvey F. Hemingway and George Smith
Adams, each in part, 480 feet, more or less; on the West by
Hemingway Creek, so called; on the South by land now or
formerly of Charlotte Page and William R. Hemingway,
Willet Hemingway and Harvey R. Hemingway and Ada C.
Bray, each in part, 480 feet, more or less; and on the East by
Quinnipiac Avenue, known as No. 986 Quinnipiac Avenue.

Legislation. Unfavorable. Petition of Alderman Alan De-
Lisle for Addition of Zoning Ordinance de Blighting Con-
ditions Caused by Junk Yards.

ORDERED that the Petition of Alderman Alan Delisle
for addition to Zoning Ordinances de blighting conditions
caused by Junk Yards be given leave to withdraw.

Municipal Services. Favorable. Resolution de Abandonment
of Pulaski Street.

ORDERED that the Director of Public Works cause a
survey and an assessment of benefits and damages to be
made for the closing and discontinuance of Pulaski Street
starting at State Street to a dead end (1-91).

May 10, 1971 BOARD OF ALDERMEN 399

It is further ordered that:

1. Any costs involved in the relocation of existing pri-
vate utilities would be done at no cost to the City
of New Haven.
2. The owners should be required to install concrete
sidewalk granite curbing and if necessary a rein-
forced concrete driveway apron all in accordance
with the City of New Haven standards.

Municipal Services. Favorable. Petition of Southern New
England Telephone Company for Replacement of Side-
walk at 310 Orange Street and Replacing of Snow Mel-
ting Pads.

ORDERED that permission be and hereby is granted
to the Southern New England Telephone Company to replace
the sidewalk at 310 Orange Street, corner of Wall Street,
and also to replace snow melting coils installed therein; said
work to consist of removing existing sidewalk and snow
melting coils which are deteriorated and installing a vapor
barrier, 5" concrete sidewalk and new snow melting coils;
expansion joints to be installed at a minimum of every 25
feet; said sidewalk to be the present width from curb to
planting bed area; said proposed sidewalk and snow melting
coils and all appurtenances thereto to be constructed to the
satisfaction of the Director of Public Works, the City En-
gineer, the Building Inspector and the Fire Marshal and in
conformity with the ordinance of the City of New Haven, it
being understood and agreed, however, in the consideration
of the granting of this permission, that said permission
shall be subject to revocation at any time after issuance by
the City of New Haven without payment of damages or com-
pensation, and that said Southern New England Telephone
Company, its successors and assigns, shall save harmless the
City of New Haven from any and all loss, cost and damages

492

BOARD OF ALDERMEN

May 17, 1971

on Page 398 in the Partial Journal of May 10, 1971, was read for the second time, and on motion of Alderman Segal, duly seconded, it was voted, viva voce, that said report be tabled.

Municipal Services. Favorable. Resolution de Abandonnement of Pulaski Street.

The favorable report of the Committee on Municipal Services, recommending adoption of the resolution as set forth on Pages 398-399 of the Partial Journal of May 10, 1971, was read for the second time, and on motion of Alderman Segal, it was voted, viva voce, that said report be accepted and said proposed resolution be adopted and proposed order passed, and it was so declared by the Chair.

Municipal Services. Favorable. Petition of Southern New England Telephone Company for Replacement of Sidewalk at 310 Orange Street and Replacing of Snow Melting Pads.

The favorable report of the Committee on Municipal Services, recommending passage of the proposed order as set forth on Pages 399-400 of the Partial Journal of May 10, 1971, was read for the second time, and on motion of Alderman Segal, it was voted, viva voce, that said report be accepted and proposed order passed, and it was so declared by the Chair.

Municipal Services. Favorable. U.S. Coast Guard Communication de Installation of Four Trail Blazer Signs.

The favorable report of the Committee on Municipal Services, recommending passage of the proposed order as set forth on Pages 400-401 of the Partial Journal of May 10,

May 17, 1971

BOARD OF ALDERMEN

493

1971, was read for the second time, and on motion of Alderman Segal, it was voted, viva voce, that said report be accepted and proposed order passed, and it was so declared by the Chair.

Municipal Services. Favorable. Petition of Alderman Wilson for Repairing of Lander Street from Newhall Street to Winchester Avenue.

The favorable report of the Committee on Municipal Services, recommending passage of the proposed order as set forth on Page 401 of the Partial Journal of May 10, 1971, was read for the second time, and on motion of Alderman Segal, it was voted, viva voce, that said report be accepted and proposed order passed, and it was so declared by the Chair.

Public Safety and Welfare. Unfavorable. Resolution de Commission on Consumer Protection.

The unfavorable report from the Committee on Public Safety and Welfare, recommending the passage of the order as set forth on Page 401 of the Partial Journal of May 10, 1971, was read for the second time.

Alderman Segal moved to table said report, which upon motion was duly seconded. The motion to table the report was then put to a roll call vote, which resulted as follows:

Those voting "Aye" were:

Aldermen Bartlett, Mauro, Rodriguez, Aceto, Fasulo, O'Neill, Delisle, Moore, Rossonomandy, Dynia, Carsone, Segal and Deutsch — 13.

Voting "No" were:

BOARD OF ALDERMEN - 2/3 MAJORITY VOTE) (REFER-
RED CONCURRENTLY TO CITY PLAN COMMISSION) (ALSO
REFERRED TO BUREAU OF COMPENSATION)

January 19, 1988

Board of Aldermen
City of New Haven
200 Orange Street
New Haven, Connecticut 06510

Honorable Ladies and Gentlemen:

I am pleased to submit for your approval a proposed Agreement between the New Haven Redevelopment Agency and the New Haven Parking Authority providing for the transfer of jurisdiction and control over a piece of excess State highway property at the corner of State and Pulaski Streets from the Agency to the Authority.

You will recall that the City previously transmitted a proposed Land Disposition Agreement to your Board for the conveyance of the subject parcel (Reuser Parcel S-99) to State-Plaza Associates for its use as an off-street parking lot to service its new office building at State and Olive Streets, as well as other neighborhood uses. It was subsequently decided that having the Parking Authority contract with interested commercial and residential users would make use of the lot more efficient, and that matter was withdrawn from consideration by your Board. The Parking Authority authorized the execution of the Transfer of Jurisdiction Agreement and payment of the purchase price by

motion adopted November 18, 1987, a copy of which is attached.

What you now have before you is a proposed instrument and accompanying order which will provide for the control over this land to pass from the Redevelopment Agency to the Parking Authority. The Authority will make the necessary improvements to the lot including paving, landscaping and lighting. The final plans for development of the property will be subject to approval by the City Plan Commission. The Authority will pay the full purchase price for the property which was acquired from the State Department of Transportation by the Agency for \$106,000.00. This money will, in turn, be used to reimburse the CDBG account from which it was borrowed. A portion of the excess State highway property at State and Pulaski was not available for purchase and will be retained by the State and leased to the Parking Authority.

As part of this process, we will finalize the abandonment of Pulaski Street. The Board of Aldermen on May 17, 1971 approved the closing and discontinuance of Pulaski Street from State Street to a dead end at Interstate 91 subject to a survey and assessment of benefits and damages. According to our research, such a report was never prepared and submitted to the Board. By copy of this letter, the Director of Public Works is being asked to comply with the 1971 Order and to issue a report to your Board so that Pulaski Street can be officially abandoned, enabling the Parking Authority to make use of one-half of the street.

★

I urge your Honorable Board's early and favorable action on these matters. These parking spaces will provide much-needed relief for residents and merchants in Upper State Street.

Respectfully submitted,

LLOYD MOYES

Chairman

FINANCE

FROM THE CHIEF ADMINISTRATIVE OFFICER REQUESTING TO WITHDRAW THE ORDER APPROVING AN AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND MORGANTI, INC. PROVIDING INDEMNITY FROM CLAIMS IN CONNECTION WITH THE CONSTRUCTION OF THE IVES MEMORIAL LIBRARY RENOVATION AND EXPANSION PROJECT. (PRESENTED UNDER SUSPENSION OF SECTION 24-1-a OF THE RULES OF THE BOARD OF ALDERMEN - 2/3 MAJORITY VOTE)

January 15, 1988

Board of Aldermen

City of New Haven

200 Orange Street

New Haven, Connecticut 06510

Honorable Ladies and Gentlemen:

I am requesting leave to withdraw an order of the Board of Aldermen approving an agreement between the City of New Haven and Morganti, Inc. which provides the City will indemnify Morganti, Inc. from claims in connection with

THE CONSTRUCTION OF THE IVES MEMORIAL LIBRARY RENOVATION AND EXPANSION PROJECT

As you may recall, this office sought to engage Morganti, Inc. to provide pre-construction value engineering services in connection with the renovation and expansion of the Ives Library Building project. The Board of Aldermen action was required because Morganti, Inc. has made it a standard practice to provide this service only when indemnification from claims arising out of the construction of the project is provided. As you know, such indemnification can only be authorized through the Board of Aldermen.

The Chief Administrator's Office initially submitted this request to the Board of Aldermen on November 2, 1987 in anticipation that Morganti, Inc. could be under contract by January 1 and provide pre-construction value engineering services prior to the project going out to bid which is projected to occur on February 5. Due to the unanticipated postponement of the business portion of the December meeting of the Board of Aldermen and tabling of this issue at the January 4 meeting, any efforts to pursue a contract with Morganti will only result in delaying the current project schedule. Whatever gains might have been derived from the use of this vendor in providing pre-construction cost reduction services would likely be offset by the increased cost resulting from at least a month delay, if not longer, in order to engage the contractor and initiate the provision of these services.

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In accordance with our customary procedure, the attached reports referenced below, adopted by the City Plan Commission at its meeting of February 3, 1988, are forwarded for your consideration.

REGARDING: Ordinance Text Amendment, Chapter 29
regarding Parking Violations (Pooley).

REPORT NO.: 1057/1

RECOMMENDATION: Approval

REGARDING: Ordinance Text Amendment, Sec. 20
regarding Peddler Licensing (Department of
Police Service).

REPORT NO.: 1057/2

RECOMMENDATION: Approval

REGARDING: State Street, State Street Parcel
S-99, Transfer Jurisdiction from NHRA to
Parking Authority (NHRA).

REPORT NO.: 1057/3

RECOMMENDATION: Approval with Condition

REGARDING: Wallace Street, Bridge over Amtrak,
Authorization to apply for State DOT Local
Bridge Program Funding (City Engineer).

REPORT NO.: 1057/4

RECOMMENDATION: Approval

REGARDING: Blatchley Avenue, Bridge over

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Amtrak, Authorization to apply for State
DOT Local Bridge Program Funding (City
Engineer).

REPORT NO.: 1057/5

RECOMMENDATION: Approval

REGARDING: 36 Auburn Street, Land Disposition
Agreement (Gutierrez).

REPORT NO.: 1055/4

RECOMMENDATION: Approval with Condition

Respectfully submitted,

JOHN L. MCGHEEY
Executive Director

FROM THE CITY/TOWN CLERK REPORTING THE NUMBER
OF VOTING MACHINES, VOTERS ON REGISTRY LIST,
ETC.

February 3, 1988

Board of Aldermen
City of New Haven
200 Orange Street
New Haven, Conn. 06510

Honorable Members:

In accordance with Sec. 9-23b, Connecticut
State Statutes - Election Laws, enclosed is the
completed form reporting the number of voting
machines, names on registry list, etc. A copy

Project for processing and, shall make every effort to issue bonds under the Act in order to provide the additional financial assistance required, subject to acceptance by all parties concerned of the terms, conditions, costs and fees involved in the issuance of the bonds, including the Loan Agreement, the Indenture and all other instruments pertinent hereto.

Section 2. The City's obligation to use its best efforts to issue bonds under the Act shall not be construed as a firm commitment to provide financing for the Project since the issue and sale of the bonds is contingent upon the marketability of the bonds at a price and in accordance with terms and conditions satisfactory to the City and to YUNZ Industries, Inc., nor shall it be construed as a firm commitment to provide financing for the Project from any source or sources other than through the issuance of such bonds.

Section 3. Subject to the provisions of Section 1 hereof, the City will undertake, upon receipt of sufficient information and assurances to permit the authorization, issuance and sale of the bonds, to proceed with the issuance of bonds pursuant to the Act to finance the Project in an amount not to exceed \$1,100,000 (the final principal amount, maturities, interest rate, redemption terms and other details and particulars of the bonds to be determined by a further resolution of the Board of Aldermen).

Section 4. The appropriate officers, agents and employees of the City are hereby authorized and directed to take steps that may

be necessary to initiate the Project in cooperation with YUNZ Industries, Inc.

Section 5. YUNZ Industries, Inc. is authorized to initiate the acquisition and construction of the Project and to advance such funds as may be necessary to accomplish such Project subject to reimbursement for all expenditures out of the proceeds of the bonds if and when issued in accordance herewith and subject to the limitations expressed herein.

Section 6. This resolution may be deemed by the Mayor to have expired at any time after twelve months from the date hereof, unless (a) extended by the City, or (b) the financing has been committed or closed. Any extension or renewal will be for an additional six month period.

Section 7. This resolution is to take effect immediately.

COMMUNITY DEVELOPMENT. FAVORABLE. ORDER FOR AN AGREEMENT BETWEEN THE CITY AND THE REDEVELOPMENT AGENCY FOR TRANSFER TO THE NEW HAVEN PARKING AUTHORITY OF REUSE PARCEL S-99 (STATE AND PULASKI LOT). (PRESENTED UNDER SUSPENSION OF SECTION 24-1-a OF THE RULES OF THE BOARD OF ALDERMEN - 2/3 MAJORITY VOTE)

ORDER OF THE BOARD OF ALDERMEN OF THE CITY OF NEW HAVEN APPROVING AND PROVIDING FOR THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND THE NEW HAVEN REDEVELOPMENT AGENCY PROVIDING FOR THE TRANSFER OF JURISDICTION AND CONTROL FROM THE NEW HAVEN REDEVELOPMENT AGENCY

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APRIL 4, 1988

TO THE NEW HAVEN PARKING AUTHORITY OF CERTAIN
REAL PROPERTY AT STATE AND PULASKI STREETS,
REUSE PARCEL S-99, STATE STREET REDEVELOPMENT
AND RENEWAL AREA

WHEREAS, the City of New Haven, acting by
and through the New Haven Redevelopment Agency,
owns certain real property at the corner of
State and Pulaski Streets known as Reuse Parcel
S-99 within the State Street Redevelopment and
Renewal Area; and

WHEREAS, said property was purchased by
the City, acting by and through the New Haven
Redevelopment Agency, from the State Department
of Transportation as excess State highway land;
and

WHEREAS, the New Haven Parking Authority
desires to obtain jurisdiction and control over
said property and to subsequently develop the
property as an off-street parking facility; and

WHEREAS, the New Haven Redevelopment
Agency is willing to transfer and assign its
jurisdiction and control over said property to
the New Haven Parking Authority; and

WHEREAS, the New Haven Parking Authority
is willing and authorized to pay the New Haven
Redevelopment Agency the sum of \$106,000.00 for
the property pursuant to a Motion of the
Authority adopted on November 18, 1987; and

WHEREAS, it is necessary under Section
45(a) of the Charter of the City of New Haven
for the Board of Aldermen of the City of New
Haven to approve such transfer of jurisdiction

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and control from the New Haven Redevelopment
Agency to the New Haven Parking Authority.

NOW, THEREFORE, BE IT ORDERED by the Board
of Aldermen of the City of New Haven as fol-
lows:

- 1) The proposed Agreement between the
New Haven Redevelopment Agency and
the New Haven Parking Authority for
the transfer of the excess State
highway property at the corner of
State and Pulaski Streets from the
Redevelopment Agency to the Parking
Authority for the sum of \$106,000.00
for the development of a public
parking lot be and hereby is ap-
proved.

- 2) The transfer of jurisdiction and con-
trol of the aforementioned property
from the New Haven Redevelopment
Agency to the New Haven Parking Auth-
ority be and is hereby approved, sub-
ject to execution of the aforesaid
Agreement, to be effective on the
date of delivery by the Redevelopment
Agency to the Parking Authority of a
written communication or notice of
such transfer, a copy of which shall
be sent to the City-Town Clerk.

BE IT FURTHER ORDERED that the Agreement
between the New Haven Redevelopment Agency and
the New Haven Parking Authority contain a
provision that the use of parking spaces be on

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a month-to-month or hourly basis and be governed by the following priorities:

- First: to neighborhood residents up to one-half the number of spaces;
- Second: to neighborhood businesses up to one-quarter the number of spaces;
- Third: to short term hourly parking up to one-quarter the number of spaces;
- Fourth: to commuters.

COMMUNITY DEVELOPMENT. FAVORABLE. ORDER.
APPROVING THE CONVEYANCE OF A PORTION OF THE
FORMER CLARENDON STREET TO JOANNE AND NEIL
MORIARTY. (PRESENTED UNDER SUSPENSION OF
SECTION 24-1-a OF THE RULES OF THE BOARD OF
ALDERMEN - 2/3 MAJORITY VOTE)

ORDER OF THE BOARD OF ALDERMEN OF THE CITY OF NEW HAVEN APPROVING AND PROVIDING FOR THE CONVEYANCE OF A PORTION OF THE FORMER CLARENDON STREET TO JOANNE AND NEIL MORIARTY

WHEREAS, Joanne and Neil Moriarty are owners of the property known as 3 Hillside Avenue; and

WHEREAS, on July 13, 1970 the Board of Aldermen passed an Order approving the abandonment of Clarendon Street between Hillside Avenue and Huntington Road; and

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WHEREAS, part of the abandoned portion of Clarendon Street is abutted by 3 Hillside Avenue; and

WHEREAS, the July 13, 1970 Order further provided that the portion of the abandoned Clarendon Street abutting 3 Hillside Avenue be conveyed to William Coppola; and

WHEREAS, pursuant to an Order of the Board of Aldermen passed February 2, 1981, William Coppola reconveyed the portion back to the City of New Haven; and

WHEREAS, a covenant in the chain of title for 3 Hillside Avenue provided that if Clarendon Street were abandoned, William Coppola would convey to the owners of the 3 Hillside Avenue property a strip of the abandoned Clarendon Street, five feet in width and running adjacent to the property; and

WHEREAS, under Connecticut law, upon abandonment of a street, the roadbed of the street from the center line to the curb line, reverts to the abutting property owners; and

WHEREAS, by reason of the above-referenced deed covenant and by virtue of Connecticut law, Joanne and Neil Moriarty ought to be provided with clear title to the portion of the abandoned Clarendon Street twenty feet in width and running adjacent to the 3 Hillside Avenue property.

NOW, THEREFORE, BE IT ORDERED by the Board of Aldermen of the City of New Haven that the conveyance to Joanne and Neil Moriarty of all

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viva voce, that said report be accepted and proposed order be passed and it was so declared by the Chair.

ALDERMANIC AFFAIRS. FAVORABLE. APPOINTMENT OF SHIRLEY TAYLOR HAIZLIP TO THE SHUBERT BOARD OF DIRECTORS. (ORDER PASSED)

The favorable report from the Committee on Aldermanic Affairs, recommending passage of the proposed order as printed on page 698 of the Journal of the Regular Meeting held on April 4, 1988 was read for the second time, and on motion made and duly seconded, it was voted, viva voce, that said report be accepted and proposed order be passed and it was so declared by the Chair.

COMMUNITY DEVELOPMENT. FAVORABLE. RESOLUTION AUTHORIZING SPONSORSHIP OF A DEVELOPMENT PROJECT IN THE MILL RIVER INDUSTRIAL PARK UNDER THE CITY AND TOWN DEVELOPMENT ACT TO ISSUE \$1,100,000 IN SPECIAL OBLIGATION BONDS ON BEHALF OF YUNZ INDUSTRIES. (RESOLUTION ADOPTED)

The favorable report from the Committee on Community Development, recommending passage of the proposed Resolution as printed on pages 698-702 of the Journal of the Regular Meeting held on April 4, 1988 was read for the second time, and on motion made and duly seconded, it was voted, viva voce, that said report be accepted and proposed Resolution be adopted and it was so declared by the Chair.

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COMMUNITY DEVELOPMENT. FAVORABLE. RESOLUTION AUTHORIZING THE INITIATION OF A DEVELOPMENT PROJECT IN THE MILL RIVER INDUSTRIAL PARK UNDER THE CITY AND TOWN DEVELOPMENT ACT TO ISSUE \$1,100,000 IN SPECIAL OBLIGATION BONDS ON BEHALF OF YUNZ INDUSTRIES. (RESOLUTION ADOPTED)

The favorable report from the Committee on Community Development, recommending passage of the proposed Resolution as printed on pages 702-705 of the Journal of the Regular Meeting held on April 4, 1988 was read for the second time, and on motion made and duly seconded, it was voted, viva voce, that said report be accepted and proposed Resolution be adopted and it was so declared by the Chair.

COMMUNITY DEVELOPMENT. FAVORABLE. ORDER FOR AN AGREEMENT BETWEEN THE CITY AND THE REDEVELOPMENT AGENCY FOR TRANSFER TO THE NEW HAVEN PARKING AUTHORITY OF REUSE PARCEL S-99 (STATE AND PULASKI LOT). (ORDER PASSED)

The favorable report from the Committee on Community Development, recommending passage of the proposed order as printed on pages 705-708 of the Journal of the Regular Meeting held on April 4, 1988 was read for the second time, and on motion made and duly seconded, it was voted, viva voce, that said report be accepted and proposed order be passed and it was so declared by the Chair.

Note: Alderman Mednick abstained from voting on the above-entitled matter.

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studied that for at least three days, and I find the plan very, very good. I have no opposition against it."

COMMUNITY DEVELOPMENT. LEAVE TO WITHDRAW.
COMMUNICATION FROM THE MAYOR REQUESTING APPROVAL OF A LAND DISPOSITION AGREEMENT FOR PARCEL S-99 (STATE AND PULASKI LOT) WITH STATE PLAZA ASSOCIATES. (RESOLUTION ADOPTED)

The favorable report from the Committee on Community Development, recommending passage of the proposed Resolution as printed on page 734 of the Journal of the Regular Meeting held on April 4, 1988 was read for the second time, and on motion made and duly seconded, it was voted, viva voce, that said report be accepted and proposed Resolution be adopted and it was so declared by the Chair.

Alderman Grassio: "This item becomes moot now that we have approved the sale of the State and Pulaski lot to the Parking Authority."

MISCELLANEOUS COMMENTS

President Pro Tempore Mednick: "Tomorrow night, I just wanted to announce, the Finance Committee is going begin deliberations on the proposed budget. I want to remind members of the Finance Committee that we will be meeting at 6 o'clock for a pre-hearing meeting, and a meeting at 7 o'clock on the revenue side of the budget and the executive department to the budget. The hearings will continue on Thursday, April 21, on the department overview with a

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meeting between the administrators. We will then convene in an open meeting. We haven't yet determine what the subject of the hearing will be next Tuesday, April 26. And then, again, May 3, we will be meeting jointly with the Education Committee on the education budget; Human Resources, May 5; we will have a capital budget May 10; and the final hearing and deliberation of the Finance Committee on May 12.

What I wanted to impress, we did send a letter out to every member of this body. We'd like to encourage those of you who are interested in attending the hearings to attend the hearings. The members who have proposals to present proposals to the Committee for Committee deliberation, that does not conclude anybody from bringing up proposals on the floor. But we would like to put together as strong as possible a package in the Finance Committee. And most importantly, particularly for the open meetings, I'd like suggestions from the members as to specific departments or sub-departments of programs that the Finance Committee should look at as we deliberate on the budget. We're going to start the process tomorrow night, and I invite everybody to work with us."

Alderman Botti: "I'd just to announce to my colleagues that this is National Library Week, and I invite you all to visit your branch library. Take a book home, or read one if you have, and read it to your children. You can have a book today for us."



Legend

New Haven Web Parcels

New Haven Parcels

☐ New Haven Parcels

PULASKI STREET

This map is for reference purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The City of New Haven assumes no legal responsibility for the information contained herein.



Date: 9/30/20;

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