

PUTNAM FOUNDRY BROWNFIELD PROJECT

2 FURNACE ST., 20 MECHANICS ST.

ADDENDUM #1

1. Is the DECD grant application available for review? **SEE ATTACHED**
2. How did the Town want the fee proposal shown? As definitive fees for the Phase I ESAs, and typical cost ranges for Phase II, III, and RAPs? **SEE P9 OF RFQP**
3. Does the Town prefer separate technical environmental reports for each parcel, or can one report be prepared for both parcels? **ONE REPORT W/SEPARATE SECTIONS FOR EACH PARCEL**
4. Please clarify if the Town prefers separate reports for Phase II and Phase III activities, or can one report be prepared for both the Phase II and Phase III activities. **ONE REPORT W/SEPARATE SECTIONS**
5. Please clarify if the Town prefers the HBM assessment work described in a stand-alone report, or if the HBM assessment work can be incorporated into the Phase II/III report. **INCORPORATED, W/SEPARATE SECTION**
6. Please indicate if there are any buildings (occupied or unoccupied) that are excluded from the HBM assessment activities. **BUILDINGS REQUIRING HBMA ARE LISTED ON P. 5, ITEM b.v. – HBM ASSESSMENTS REQUIRED OF JOHN M. DEAN CO. (20 MECHANICS ST. - OCCUPIED) MILL AND ON-SITE, (2 FURNACE ST. – VACANT, LISTED FOR RENT) SINGLE FAMILY HOME**
7. Recognizing this is a state DECD-funded project, please confirm the Town requires preparation of a QAPP. (Typically, EPA reviews QAPPs because its require for EPA-funded Brownfield projects, but with this being a state DECD-funded project it may not be required (unless specifically requested by DECD.)) **QAPP REQUIRED (SEE COVER PAGE & P. 4, ITEM 2.b.iii OF RFQP)**
8. Can the Town expound on its expectations of the scoping level Ecological Risk Assessment (ERA) that's referenced in the RFQ/P? **THE SCOPING LEVEL ERA SHOULD CONFORM TO DEEP AND EPA GUIDANCE**
9. Can the Town expand on probable tasks for assisting w/its DECD reporting obligations and community outreach efforts? **RE REPORTING, SEE RFQP SEC. III. CONSULTANT SCOPE OF WORK; RE COMMUNITY OUTREACH - INCLUDES ATTENDING ADVERTISED PUBLIC MEETINGS FOR INPUT/UPDATES**
10. Previously provided environmental reports reference an Environmental Land Use Restriction for the 20 Mechanics Street parcel. Is the Town aware of any deed restrictions registered for either parcel, and if so is information available for review? **SEE ATTACHED**
11. Please confirm if the fence-enclosed subgrade sewer pump station features located at the corner of Mechanics Street and School Street, which are mapped as residing on the 2 Furnace Street parcel, are excluded from the this RFQ/P. **FENCED PUMP STATION NOT INCLUDED IN THIS PROJECT.**

12. Would you be able to provide the DECD Contract Requirements (Referenced as Attachment I in Section III.3.)? **SEE ATTACHED. PLEASE NOTE THAT NOT ALL ARTICLES/SECTIONS THEREOF MAY BE APPLICABLE**
13. Is there a preliminary design plan for the portion of the proposed trail connector that will be within the bounds of the 2 Furnace Street property? Pertinent information would be related to the proposed width of the easement, proposed cover (i.e. paved, vegetated, combination), and fencing/separation from the remainder of the property. **SEE ATTACHED**
14. Could you please clarify whether the two steel buildings and one garage building on the 2 Furnace Street property require a HBMA? They were not directly referenced within the RFQP. **BUILDINGS REQUIRING HBMA ARE LISTED ON P. 5, ITEM b.v. – HBM ASSESSMENTS REQUIRED OF JOHN M. DEAN CO. (20 MECHANICS ST. - OCCUPIED) MILL AND ON-SITE, (2 FURNACE ST. – VACANT, LISTED FOR RENT) SINGLE FAMILY HOME**



State of Connecticut
Department of Economic and Community Development
Office of Brownfield Remediation and Development

Municipal Brownfield Grant Program Application
Assessment-Only

Program Description

The purpose of the Municipal Brownfield Grant Program as per [C.G.S Section 32-763](#), is to provide grants to municipalities, Connecticut brownfield land banks and economic development agencies for the eligible costs of brownfield remediation and assessment projects.

PLEASE NOTE: This application forms is associated with the request for funding for assessment work only.

Note

Please be sure to refer to the Notice of Funding Availability (available at www.ctbrownfields.gov) and include all relevant attachments that support any information and statements being provided in this application.

Applicants may be denied funding based on PART A – Threshold Eligibility Section without the review of PART B.

This application may be reviewed by the Connecticut Department of Energy and Environmental Protection (DEEP) and other state or quasi-state agencies. Projects funded under this program are subject to the Connecticut Environmental Policy Act ("CEPA"), other environmental regulations, and DECD regulations related to procurement and bidding procedures.

Please contact DECD at brownfields@ct.gov for further information on program requirements.

PLEASE READ CAREFULLY: The response fields included within this application have been assigned character limit restrictions. Please be sure that all text is visible in the provided spaces prior to signing the form. Once the document has been signed, any text extending beyond the space provided WILL NOT BE VISIBLE. Please adjust your response lengths accordingly.



PART A (THRESHOLD ELIGIBILITY SECTION)

SECTION I APPLICANT & PROJECT INFORMATION

1. Applicant:
- Federal Employer Identification Number (FEIN):
- Business Address:
- City: ZIP Code:
- Contact Name: Title:
- Telephone: Email:
2. Type of Organization (please refer to [C.G.S. Sec. 32-760](#) for definitions)
- ☒ Municipality ☐ Municipal Economic Development Agency
- ☐ Non-Profit ED Corporation formed by municipality(ies)
- ☐ Non-Profit Corporation or LLC formed by a municipality or related entity
- ☐ Regional Council of Government ☐ Land Bank
- ☐ Other, describe
3. Project Name:
4. Amount of Financial Assistance requested: \$
5. Project Address:
- City: ZIP Code:
- Total Site Acreage: # of Parcels:



Please list parcel-level detail in table below.

Parcel Address	ZIP Code	Parcel ID / Tax-Assessor ID	Acreage
2 Furnace Street	06260	551	9.43
20 Mechanics Street	06260	554	1.05

NOTES:

Parcels are located adjacent/surrounding one another. WD Investments LLC purchased 2 Furnace Street in May 2023. Attached is a signed Purchase and Sale agreement for 20 Mechanics Street between WD Investments LLC and John M Dean Co LLC.

SECTION II APPLICATION ELIGIBILITY THRESHOLD CRITERIA

1. Is the Applicant the property owner?: Yes ☐ No ☒

If no, please provide the name of the current property owner and describe how and when ownership or access to property (if needed), will be obtained.

WD Investments, LLC owns 2 Furnace St. Please note, the assessed and appraised value on the property card differ as a town-wide revaluation was last completed in 2019. An independent appraisal conducted in 2020 was \$150,000 higher than the sale price. WD Investments LLC has a Purchase and Sale agreement for 20 Mechanics St with an anticipated closing date of October 1st.

Please attach the Letter of Intent, Purchase and Sale Agreement, Access Agreement or other documentation from owner indicating willingness to provide access. Please attach the tax assessor's property card(s).

2. Does the property and project meet the definition of a "Brownfield" (see definition below)?
Yes ☒ No ☐

Please include a description of why site may be considered a brownfield:

Site is former Putnam Foundry. Largely vacant for decades, multiple arson fires in the 1990s-2000s gutted several of the 13 industrial buildings. In 2015, the Town of Putnam used Urban Act funds to abate HBM, demolish dilapidated factory buildings, remove 3 USTs and contamination. Imminent hazards were removed but left behind were acres of concrete slabs, degraded land, and suspected contamination. The lack of environmental info has prevented reuse of the property. Recently, the estate of the deceased owner sold the property to a local business, but uncertainties remain, preventing the new owner from moving forward with redevelopment, and interfering w/ Town's plans for Airline State Park Trail expansion, and redevelopment of an adjacent mill - the John M Dean Co.

3. Please provide the following information:

Please describe the current use of the property:

Vacant ☒ Abandoned ☐ Underused ☐ Operating / In Use ☐

Current/Prior Usage Details (including relevant time periods):

From 1870s to 1969, property was the Putnam Foundry, a sprawling industrial complex used for manufacturing a range of cast iron and steel items for home, construction, and industry. From 1969 to 2023, property mostly vacant though several buildings used by owners and tenants for equipment and material storage for plumbing supplies. John M Dean Co. mill was used for metals manufacturing; WD Investments plans commercial usage, incl. leased storage space on 2 Furnace St.

If property is abandoned/vacant, how long has the property been abandoned/vacant?

2 Furnace St. vacant ~50 yrs. John Dean Co. operating mfg but planning to vacate.

Tax Status (*current, delinquent, foreclosure*): current - property recently sold

“Brownfield” Definition: As per C.G.S Section 32-760, “Brownfield” means any abandoned or underutilized site where redevelopment, reuse or expansion has not occurred due to the presence or potential presence of pollution in the buildings, soil or groundwater that requires investigation or remediation before or in conjunction with the redevelopment, reuse or expansion of the property.

4. **Does the applicant, project partners and/or any related affiliates have any direct or related liability for the contamination on the property? Describe. If available, please attach the Phase I Environmental Site Assessment (ESA) for the property.**

No. Neither the Town nor the current owner have direct or related liability. A Phase I ESA, commissioned by the Town in 2008 and used to support the Town's later site cleanup/demolition, is attached. The John Dean Co. mill is a CT Transfer Act site that has undergone remediation and closeout, including an ELUR with engineered control/ELUR; but an HBM survey and abatement are needed to reuse bldg.

5. **Is the subject project site in the Property Transfer Act Program ([C.G.S Section 22a-134a](#))?**

Yes ☐ No ☒ If so, please identify any Certifying Party:

The Putnam Foundry property has been largely vacant and inactive for so long that its industrial history pre-dates the federal Resource Conservation and Recovery Act (RCRA) and the Connecticut Property Transfer Program. According to the 2008 Phase I ESA, subsequent uses of the property (1964-present) did not involve activities that would cause the property to be an "establishment" as defined by the Property Transfer Act.

Anecdotal information indicated that military surplus vehicles were repaired and painted on the property but no commercial autobody work is known to have taken place. There is no evidence of dry cleaning, furniture stripping or significant hazardous waste generation or disposal on the site.

The John M. Dean Co. property at 20 Mechanics St. was an establishment and was closed out of the Transfer Act in with a Form IV Verification with CTDEEP No Audit determination on 03/09/2020. The certifying party was JMD Holding, Inc. of Fort Collins, CO.

PART B – PROJECT DETAILS

SECTION I PROJECT DETAILS / MERITS

1. Please provide a detailed overview of the proposed project.

General guidelines are provided below; however, use your best judgement to help us understand the project, and include any relevant project details including how the grant funding would be utilized for the project. Include or attach graphics illustrating the map/block and lot, assessment plan etc.

A. Knowledge of Contamination History/Background.

(Brief site operational history - previous use of property and dates; "Potentially Responsible Party(ies)" for contamination present on site if available; high level understanding of potential areas of concern identified based on operational history; knowledge of/potential for additional constituents of concern (including emerging contaminants) based on operational history; description of potential hazardous building materials; other site specific details identified that would help understand the plan and estimated costs):

Operational History: 1870s-1969 - Industrial foundry owned by Putnam Foundry and from 1964-1969 by the Leland Gifford Company. During the 1920s, and possibly later, a portion of the property was also occupied by Standard Oil Co. of New York, though the activities and uses of Standard Oil are not well documented.

1969-1973 - owned by National Chromium Co., which had planned to move its operations to the property but never did. In 1973, the property was sold to Wolf Den Estates, owned by Mr. Peter Palo, who lived in the single residence on the property. Mr. Palo used some of the site buildings for storage for his business of buying, refurbishing and selling military surplus vehicles (trucks, jeeps, motorcycles, buses, planes, automobiles) until his death in 2012.

Potential chemical constituents of concern on the site include petroleum (fuel oil, aviation fuel, gasoline, kerosene, motor oil, hydraulic fluid), foundry sand wastes, coal ash constituents, and chemical solvents, thinners, and paints used in military vehicle restoration. Three USTs containing gasoline and fuel oil were removed in 2015 and petroleum contaminated soils were remediated from the tank graves; however, there was no sitewide search for other USTs and no comprehensive assessment of site soil and groundwater were conducted. Furthermore, most historic activities on the property are not well documented, making it difficult to determine all potential contaminant source areas.

Hazardous building materials were assessed and abated during site cleanup and building demolition and removal, conducted in 2014; there is no evidence of hazardous building materials remaining on the property; (however, the single-family house at 2 Furnace St. or the John M. Dean mill at 20 Mechanics St.)

Previous investigations noted partially buried debris and discarded materials in several areas; the composition, degree and extent of these materials was not determined.

The potential for the presence of emerging contaminants (such as PFAS, perchlorate, etc.) has not been evaluated on the site.

B. Preliminary Environmental Investigation.

(Has any preliminary environmental investigation taken place. Are there any Phase I Environmental Assessment Studies or other initial environmental studies available? Please attach all available studies.):

Preliminary environmental investigations have included: Phase I Environmental Site Assessment: 2 Furnace Street and 46 Mechanics Street, Putnam, Connecticut, January, 2008, by CME Associates, Inc. The Phase I ESA identified 10 areas of concern (AOCs), including: (1) 4 USTs (3 of which were subsequently removed), (2) six ASTs (5 of which were subsequently removed, but not assessed for contaminant releases); (3) two vaults and one sump whose use is unknown; (4) ash piles (5) machine shops; (6) fill area along Little Dam Tavern Brook; (7) three buildings historically used for refurbishing surplus military vehicles; (8) debris disposal areas in western part of the site; (9) adjacent John M. Dean Co. (a Property Transfer Act site); and (10) Little Dam Tavern Brook, which received wastewater discharge from the site prior to 1967, when the site wastewater system was connected to the Town municipal sewer.

Extensive property Transfer Act assessment and remediation, including engineered controls, have been performed at the John M. Dean Co. mill at 20 Mechanics St. These ECs continue to be monitored, in accordance with RSRs.

C. Project Need and Description.

(Explain why the Applicant is taking up the assessment activities on the site. Is there any interest for development of the property? Provide a comprehensive description of the assessment plan and activities. Is the assessment plan consistent with the Remediation Standard Regulations (RSRs), the Site Characterization Guidance Document (SCGD), the DPH/DEEP/EPA protocol etc.):

The assessment activities will be crucial for the economic revitalization of the area, elimination of an eyesore, provide for commercial redevelopment and growth of the tax base, and allow for the construction of the Airline Trail connection - the last portion of the Airline Trail in Eastern CT.

The Assessment Plan will fully conform to the Site Characterization Guidance Document (SCGD) and use the RSRs as appropriate and relevant soil and groundwater standards. All assessment field and laboratory procedures will be consistent with relevant CTDEEP, CTDPH and EPA protocols, guidance and policies. Anticipated assessment plan activities include:

- * Updated Phase I Environmental Site Assessment.
- * Sitewide geophysical survey to identify USTs, pipes, utilities, other structures, debris, etc.
- * Phase II/Phase III investigations, including soil boring program to assess areas of concern identified by Phase I and geophysical survey and characterize the degree and 3-dimensional extent of any identified release areas; monitoring well installation and groundwater monitoring to assess groundwater quality and characterize 3-dimensional groundwater flow, contaminant fate and transport, and receptor survey.
- * Remedial alternatives assessment and remedial action plan.
- * HBM Assessments of the John M Dean Co mill and the onsite, single-family home.

D. Other Supplemental Site Information, if any – this section will not be scored.

(Does the site include any historic or known archaeological resources? Please include any DEEP or EPA enforcement actions including consent orders and notice of violations related to the site. Does the property fall under a State or Federal cleanup program? Has the project site been enrolled in a regulatory program - Voluntary Remediation Program, ABC, BRRP, Transfer Act etc.):

The Putnam Foundry portion of the site was part of a large historic industrial complex, constructed in the 1890s and operated as Standard Oil Co. (1897-1931), E. Johnson Machine (1903-1920) and Putnam Foundry and Machine Co. 1892-1965. After 1973 the site was used by the individual private owner to store surplus military equipment and aircraft. In 2015, the Town of Putnam abated HBM and demolished and removed most buildings. Subsequently, the Town commissioned the removal of three USTs, remediation of petroleum-contaminated soil from one UST tank grave, and removed several waste drums, piles of debris, and solid wastes.

Despite the site's nearly century-long and complex industrial history, it was abandoned prior to most environmental rules and regulatory programs; as a result, it was never entered into any regulatory program. A single regulatory order was issued by the CT Water Resource Comm. 08/21/1967, requiring The Putnam Co. (an alias of Putnam Foundry) to stop discharging wastewater to Little Dam Tavern Brook, and connect the factory's wastewater discharge to the town sanitary sewer.

Unlike the Putnam Foundry property, the second parcel of the subject site for this grant application, the John M. Dean mill site at 20 Mechanics St., remains an active industrial facility, and was remediated under the Transfer Act, with verification completed in 2020.

Unlike the Foundry property, assessment of soil and groundwater at the John M. Dean property are complete, but hazardous building materials (HBM) have not been assessed. With the pending move of the John M. Dean Co. from the building it has occupied for more than a century, the contracted buyer of the John M. Dean property, WD investments, plans to reuse the mill building for commercial purposes, and will need a full HBM survey to facilitate this reuse/redevelopment.

E. Estimated Costs and Budget.

(Please provide a detailed budget in the table below. Explain how the estimates were arrived at. Highlight any non-DECD funding that have been or will be committed to the project. Details can be provided under Question III.2)

Budget estimates are based on info from 2008 Phase I ESA and obtained during 2014-15 site demo/abatement/UST closures. Costs reflect size & complexity of site, known and suspected AOCs, site setting (groundwater classification, etc.), proposed reuse plans, and budget info shared by consultants based on similar projects. Pre-dev costs include Town of Putnam Phase I (2008) & CT Urban Act Grant funds.

Project Activity (Use of Fund)	Source of Fund						
	DECD	Other State	Federal	Local	Private	Developer	Total
Land acquisition					\$ 600,000		\$ 600,000
Other Pre-dev		\$ 440,000		\$ 20,000	\$ 70,000		\$ 530,000
Assessment Details							
Phase I ESA	\$ 5,000				\$ 5,000		\$ 10,000
Phase II ESA	\$ 50,000						\$ 50,000
Phase III ESA	\$ 65,000						\$ 65,000
RAP	\$ 15,000						\$ 15,000
HBM Survey	\$ 20,000						\$ 20,000
Asbestos Survey							\$ 0
Lead Survey							\$ 0
Demo Survey							\$ 0
Remedial Design	\$ 20,000						\$ 20,000
Structural Analysis							\$ 0
Contingency	\$ 17,000						\$ 17,000
Other (specify)							\$ 0
Other (specify)							\$ 0
PM	\$ 8,000						\$ 8,000
Total	\$ 200,000	\$ 440,000	\$ 0	\$ 20,000	\$ 675,000	\$ 0	\$ 1,335,000

SECTION II ECONOMIC AND COMMUNITY DEVELOPMENT IMPACT

1. Is the project currently located within a designated Distressed Municipality or Enterprise Zone? Describe.: For more information on designations and definitions, please visit the following links - for [Distressed-Municipalities](#); [Enterprise Zones](#);

The Town of Putnam is a distressed municipality, as noted on the State's DECD 2022 Distressed Municipality listing. The Town of Putnam also has properties listed within the Enterprise Corridor Zone (ECZ) as a Public Investment Community. This property, 2 Furnace Street, is within the parameters of the state statute identifying applicable parcels. The Town regularly applies for benefits of this zone. This year two applications were submitted to the State DECD with Town approval for the ECZ.

2. Is any part of the project located within a designated Opportunity Zone (OZ) or adjacent to an OZ? Is this project related to an OZ project? Explain:

Visit map of [Designated Opportunity Zones and Locations](#)

The Town of Putnam is split into two census tracts. Tract 9031, where this project is located, is identified as a nominated opportunity zone. Based on the types of eligible projects, this would fall into the category of a real estate project--resulting in mixed-use development. The property currently has a single-family home and the owners are looking to develop commercial space.

3. Describe the locational benefits of the project site in relation to the local community, municipality, region, and state. What is the potential of the site in terms of generating community benefits and economic value?:

The project site sits in an essential part of the Town's development. Furnace Street is located within approximately a half a mile to current brownfield redevelopment efforts as well as community amenities. The Town of Putnam recently received \$2 million from DECD for remediation efforts of 107 Providence Street (also known as Belding Mill). Less than 1000 feet from both of these project sites is the Town's new Municipal Complex that houses town offices, the library, historical society, and community rooms. This amenity has seen a major increase in foot traffic to the library, housing redevelopment of the area, and use of community spaces. The Town also has a highly trafficked River Trail that aligns with the Air Line Trail State Park. The connection between Putnam and Thompson is a priority for not only both towns, but for the region. The Town has contracted work for potential trail alignments--all of which would require an easement of this project site. Site owners are amenable to this agreement.

A. Is the site located within half-mile radius of one of the existing or planned stations on AMTRAK, MetroNorth, Shore Line East, CTfastrak transit lines, or other bus stations with frequent daily service? Please describe:

The site location is within one-half mile of Northeast Connecticut Transit District's Blue Line stop at the Town's Municipal Complex, labeled "Owen Tarr Park." This line has three overlapping stops with the Red and Purple Lines, allowing access to towns from Brooklyn to Thompson.

B. Is the site easily accessible by road and highway? Describe:

The site has fantastic road access. Furnace Street is directly off of CT Route 12, which less than 500 feet prior, stems off of US Route 44. The site location is also less than 1 mile to the nearest Interstate highway, I-395.

C. Does the site have a waterfront and accessible to any waterways? Describe:

The project site does have waterfront accessibility. It adjoins Little Dam Tavern Brook, which feeds in to the adjacent Quinebaug River.

D. Is the project site within a downtown, urban/rural center or a regional hub? Describe.:

The project site is not directly within the downtown of Putnam; however, it is in an identified revitalization area. With the construction complete in 2021 at the Municipal Complex, the Town is now prioritizing Providence Street revitalization. In 2022 the Town applied for a Community Challenge Grant and Community Investment Fund grant to revitalize the Providence Streetscape. This property is in close proximity to those revitalization efforts.

E. Is the project site identified in the state and local plans for development? Describe:

The Town's 2016 Plan of Conservation and Development specifically identifies this site as a priority for development. The site is known as the "Palo" Property based on past ownership, but has been known as the old Putnam Foundry property for many years. On page 162, in Figure 10-2, verbiage includes "rehabilitation of Palo... propert(ies)y" as well as the identification of an "Economic & Community Development Area" circle around the property area citing, "prime area for commercial/industrial infill and redevelopment."

The property is a key location along the planned route for the Air Line Trail State Park to continue into the Northern part of the state and Massachusetts. With the recent award of funds through DEEP's Recreational Trails Grant program, it is clear this is a project prioritized at the state level as well.

F. Is the project site identified in the regional [Comprehensive Economic Development Strategy](#) report as a priority site?

NECCOG (Northeast Connecticut Council of Governments) created a CEDS plan for 2018-2023. This plan does not directly identify 2 Furnace Street, but does identify brownfield redevelopment as an opportunity discovered during their SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis on page 78.

**G. Is the site within or adjacent to any planned local, regional or state district/hub?
Provide proof or justification:**

(Advanced Manufacturing; Aerospace & Defense; BioScience & Healthcare; Film, TV, Digital Media; Financial Services; Green Energy; Insurance; Technology & Innovation; Tourism)

One of Putnam's greatest asset is their tourism. The downtown hub only sits about a mile from the project site, with easy road accessibility. The town is known for their wide range of events, from Zombie Fashion Shows to a Fine Arts & Crafts Festival. People from all ages and areas come to enjoy Putnam. The Quiet Corner, as it is well-known in this part of the state, relies on Putnam as a tourist hub.

As noted in the State's 2014 Strategic Plan, tourism has been identified as an opportunity for growth. The Town notices its geographic significance--being located in close proximity to both the Massachusetts and Rhode Island border--as a unique advantage to bring in visitors from outside the state. In an effort to attract visitors, the Town has recently engaged in multiple different beautification techniques: painting electrical boxes, town-wide cleanups, sculpture walks, replanting gardens, etc. A major step in beautifying the town is to continue developing vacant properties. In doing so, the Town is able to gain more attraction and momentum for future development. This has already begun with the Cargill Falls Mill conversion to commercial and residential space and is on the horizon with Belding Mill redevelopment. This project site's size given the location would make a major impact on the impression of visitors to Putnam.

SECTION III DEVELOPER INTEREST/NON-DECD SUPPORT

1. **Is there interest in the property for future development purposes? Please provide details of any interested developers and future development plans. Has the Applicant done an RFP/RFQ for development of the site? Is the site zoned for the potential end use?:**

The new owners' plans include redeveloping for mixed-use. The property has a residential building (non-conforming use) that is currently being renovated and will be made available for rent. The parcel is zoned "Industrial" and the owners plan to develop a self-storage facility on the premises. This is allowed in the Industrial Zone as "General Warehousing and Storage" with a special permit. The Town looks forward to this investment as it will increase the tax base. The owners have begun renovating the hanger on site by removing the asphalt and laying a four-inch concrete slab, installing metal interior walls, and outfitting with commercial-grade overhead garage doors. The property abuts two state highways; the owners are researching further development opportunities for the portion of the property adjacent to the busy intersection. A key use for another portion of the 9 acres will be for additional parking for an adjacent iconic business-Deary Brother's Stand on Intervale St. This parking area would require an easement from the Town, but is allowable as "Shared Parking". No RFP/RFQ yet.

2. **Please describe the non-DECD funds committed to the project:**

(Could include costs for preliminary assessment, market studies, property acquisition and other predevelopment expenses)

The recent property acquisition by WD Investments LLC has been a major investment of private funds by the owners, as shown on the property card. The owners have initiated predevelopment measures by spending approximately \$50,000 on tree and stump removal and grading. With the award of an Urban Action Grant in 2015, the Town performed site demolition and a hazardous building material cleanup. This process concluded with removal of three underground storage tanks and excavation of any petroleum impacted soils associated with the USTs.

3. **Have there been any market demand studies been done for the site or the surroundings? Please describe. If there are other ways that the Applicant has gauged the value for developing the property, please describe?:**

A market demand study was completed for a property approximately a half mile from 2 Furnace Street dated May of 2017. The analysis was completed by Camoin Associates for the development of Belding Mill at 107 Providence Street. Some of the strengths leveraged in this report are positive attitudes toward development and site location. The study interviewed the business and real estate community to find that Putnam has a generally positive outlook on redevelopment--especially considered to neighboring municipalities. This was recently exemplified with the Town's Board of Selectman unanimously passing a text amendment to their Blight Ordinance as a mechanism for abating taxes on projects costing more than \$1 million. The value of developing this property was identified during a 2021 appraisal completed by the prior owners.

SECTION IV APPLICANT EXPERIENCE

1. Provide up to five examples of similar scale assessment/ remediation/brownfield redevelopment projects that the Applicant/Partners/Parent-entity has undertaken.

For each project: Provide project name; address; project scope; total project costs; details of funding sources; if DECD/other state agency funding was involved; project period; indication if project was completed on time and on budget; project issues and how they were resolved, and project testimonials and contact information.:

1. Historic Cargill Falls Mill, 52 Pomfret Street, Putnam, CT. An environmental assessment and HBM assessment were conducted by the Town of Putnam to prepare the site for an abatement, environmental cleanup, and partial demolition project, clearing the way for redevelopment of one of the oldest textile mills in America. The assessment & cleanup project was funded through a \$750,000 DECD Municipal Brownfield Remediation Grant awarded to the Town of Putnam and managed under the direction of Putnam's Office of Economic & Community Development. The assessment and cleanup project was completed in 2015-2016.

During partial demolition of deteriorated, non-historic structures, asbestos-containing pipes and petroleum contamination were discovered beneath the floor in an area planned for new footings; the team worked with structural engineers to re-design the footings and safely complete the project.

The project, opened in 2021, created 83 market rate and affordable apartments and 35,000 s.f. of commercial space.

Contact: Carly DeLuca, Putnam Economic & Community Development: 860-963-6800

2. Belding Mill, 107 Providence Street, Putnam, CT. 2016-17. Putnam received a \$300,000 DECD Municipal Brownfield Assessment grant that was used to complete Phase I, II and III site assessments; comprehensive HBM survey, abatement design and cost estimates; soil and groundwater remedial alternatives evaluation and preliminary remediation cost estimates; site survey, market study, structural analysis, historic assessment and infrastructure evaluation to facilitate redevelopment.

The entire project was completed below budget; the Town of Putnam obtained DECD approval to use the balance remaining to commission a townwide, comprehensive brownfield inventory that is integrated with the Town's online GIS system.

Soon after completion of this project, the Town was able to attract developer interest and recently entered into an agreement with Camden Management Partners, a highly experienced mill redeveloper, that plans to invest approx. \$35 million (including \$22.5M in private funds) to redevelop Belding Mill into a mixed use facility with approximately 85 units of market rate and workforce housing, and several commercial units.

Contact: Carly DeLuca, Putnam Economic & Community Development: 860-963-6800

3. Putnam Foundry: In 2014-2015, the subject property of this grant application, 2 Furnace St., was the subject of brownfield site cleanup conducted by the Town of Putnam using a State of CT Urban Act Grant. The project included a comprehensive HBM survey & bid document preparation, procurement of qualified contractor, abatement and demolition project, including HBM monitoring and documentation. The project was completed on time and under budget, allowing the Town of Putnam to request the balance of funds to be used for removal of three USTs from the site and cleanup of petroleum-contaminated soils, characterization and proper removal and disposal of several abandoned drums of oily waste. The full scope of the project, as well as the supplemental tasks, were completed with Urban Act funds still remaining; the Town requested DEEP approval to use remaining funds to design erosion prevention improvements to Simonzi Park, a municipal park along the Quinebaug River. Contact: Carly DeLuca, Putnam Econ & Community Development: 860-963-6800

4.

5.

2. Please list the project team members. Please summarize their experience and skillset to undertake such projects:

(Environmental professionals, environmental attorneys, financial partners, development consultants, municipal officials, developer, development companies, etc.)

Members of the Town of Putnam project team include the following municipal officials:

- (1) Town Administrator, Elaine Sistare, P.E, who has many years of experience directing and overseeing complex projects, as both a Town Engineer and Town Administrator
- (2) Town Economic and Community Development Director, Carly DeLuca, who has experience administering a wide range of grant projects, and also serves on the board of directors of the Eastern CT Land Bank, a brownfield land bank.
- (3) Fire Marshal, Scott Belleville, Emergency Management Director, Deputy Fire Marshal, President of the NE CT Emergency Management Committee
- (4) Town Land Use Agent, Bruce Fitzback, who has been a licensed CT land surveyor for over 40 years and has sat on the Inland/Wetlands & Watercourse Commission for 20 years.

In addition to municipal staff, the Town of Putnam is partnering with the Eastern Connecticut Land Bank, Inc., a certified Connecticut Brownfield Land Bank, to assist in the execution of this project. ECLB board members include experts in environmental assessment and remediation, with decades of combined experience in brownfield projects. Wayne Bugden, LEP is president of ECLB and has decades of experience in the assessment and remediation of brownfields. He is currently the technical project coordinator for the UConn Tech Assistance to Brownfields (TAB) program, and has spent 12+ years as a governor's appointee to the CT Brownfield Working Group.

WD Investments Principles, Shawn Deary and Dustin Wilson. Mr. Deary owns and operates his business, Deary Electric & Renovations, LLC, for 23 years. Mr. Wilson has operated his business, 860 Plumbing, since 2018 and been in the field since 2004. Mr. Wilson has worked on many projects involving hazardous building materials. The team has worked on multiple commercial, industrial, and residential redevelopments totalling hundreds of thousands of dollars of improvements.

The Town of Putnam also has the assistance of their legal counsel, Halloran & Sage, LLP of Hartford, Connecticut. This team consists of environmental attorneys Kenneth Slater and Ann Catino. Mr. Slater has many years of experience working on site cleanup and brownfield site revitalization. Miss Catino has an extensive background in environmental law and has been the co-chair of the State's Brownfield Working Group since 2006.



SECTION V DOCUMENT CHECKLIST

Attach copies of the following required documentation:

Please attach copies of the following documentation, as applicable.

All documents with an asterisk* are required documents.

Please note: All documents should be numbered and named in accordance with the checklist items below PRIOR to submittal to DECD

- ☐ 1. Tax Assessor Property Card(s)*
- ☐ 2. Letter of Intent to Purchase Property/Purchase and Sales Agreement
- ☐ 3. Access Agreement or documentation from owner indicating willingness to provide access
- ☐ 4. Phase I ESA (if available)
- ☐ 5. Site Plans and other graphics/photos describing project
- ☐ 6. Any available preliminary assessment reports



SECTION IV CERTIFICATION BY APPLICANT

It is hereby represented by the undersigned, that to the best of my knowledge and belief no information or data contained in the application and attachments are in any way false or incorrect and that no material information has been omitted. The undersigned agrees that the Connecticut Department of Energy and Environmental Protection (DEEP), the U.S. Environmental Protection Agency (EPA) are hereby authorized now, or anytime in the future, to give the Department of Economic and Community Development (DECD) any and all information in connection with matters referred to in this application. Your application and the contents of your application and our discussions with you are subject to public disclosure. We may communicate with the municipality, state agencies (including DEEP, the CT Department of Housing, the CT Office of Policy and Management, the CT Department of Public Health), the EPA, and the general public. You or the owner may be requested to enroll in the DEEP Voluntary Remediation Program or other regulatory programs, and to cooperate with DEEP and the EPA. Projects funded under this program may be subject to the Connecticut Environmental Policy Act ("CEPA"), as well as other environmental regulations, and DECD regulations related to procurement and bidding procedures. State funding may require placement of a lien on project property. In addition, if the applicant is a private corporation, a personal guaranty may be also required from each owner of 10% or more. In addition, the undersigned agrees that any funds provided pursuant to this application will be utilized exclusively for the purposes represented in this application, as may be amended and agreed to by the DECD. DECD reserves the right to modify or waive any requirement, condition or other term set forth in this Application, to request additional information at any time from one or more applicants, to select any number of applications submitted to this program, or to reject any or all such applications, in each case at DECD's sole discretion. DECD may exercise the foregoing rights at any time without notice and without liability to any applicant or any other party. Applications to this program shall be prepared at the sole expense of the applicant and shall not obligate DECD to procure any of the services described therein or herein from any applicant. DECD shall not be obligated to any applicant until a final written agreement has been executed by all necessary parties thereto and all applicable approvals have been obtained. As such, any funds expended by the applicant prior to these approvals will be done so entirely at the risk of the applicant.

Signature: <i>Norman Seney</i>	Printed Name: Norman B. Seney
Date: 09/21/2023	Title: Mayor

The document cannot be edited once a signature is applied using the sign option on Adobe Acrobat. Please make sure the application is complete and ALL RESPONSES ARE VISIBLE (start and end of response) prior to applying your signature.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Inst: 1053
VOL: 822 PG: 23

After Recording Return to:

Environmental Land Use Restriction Coordinator
State of Connecticut Department of Energy and Environmental Protection
Remediation Division
Bureau of Water Protection and Land Reuse
79 Elm Street
Hartford, CT 06106

DECLARATION OF ENVIRONMENTAL LAND USE RESTRICTION
AND GRANT OF EASEMENT

This Declaration of Environmental land use restriction and Grant of Easement is made this 8th day of August, 2018, between 20 Mechanics Street, LLC (the "Grantor") and the Commissioner of Energy and Environmental Protection of the State of Connecticut (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property (the "Property") described below:

Street address: 20 Mechanics Street
City/Town: Putnam
State: Connecticut
Assessor's Map 008
Block
Lot 137
and/or
Assessors' Account Number: 000778
Volume and Page of Deed: 755 / 56

A description of the property is attached hereto as Exhibit A, and which is made a part hereof; and

WHEREAS, the Grantee has the authority to enter into this declaration of environmental land use restriction pursuant to sections 22a-5, 22a-6, and 22a-133o *et seq.* of the General Statutes; and

Town Clerk-Putnam, CT
Sara J. Seney
AUG 15, 2018 03:07 PM

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Instructions - Select one of the two choices below by checking the applicable check box.

☒ **If the Commissioner of Energy and Environmental Protection signs the environmental land use restriction:**

WHEREAS, the Grantee has determined that the environmental land use restriction set forth below is consistent with regulations adopted pursuant to section 22a-133k of the General Statutes; and

WHEREAS, the Grantee has determined that this environmental land use restriction will effectively protect human health and the environment from the hazards of pollution; and

WHEREAS, the Grantee's written approval of this environmental land use restriction is contained in the document attached hereto as Exhibit B (the Decision Document) which is made a part hereof; and

☐ **If a Licensed Environmental Professional signs the environmental land use restriction pursuant to section 22a-133y of the General Statutes:**

WHEREAS, remediation of the property has been conducted in accordance with section 22a-133y of the General Statutes; and

WHEREAS, the Licensed Environmental Professional whose signature appears below has determined that the environmental land use restriction set forth below is consistent with regulations adopted by the Commissioner of Energy and Environmental Protection pursuant to section 22a-133k of the General Statutes; and

WHEREAS, the Licensed Environmental Professional whose signature appears below has determined that this environmental land use restriction will effectively protect human health and the environment from the hazards of pollution; and

WHEREAS, the Grantee's written approval of this environmental land use restriction is contained in the document attached hereto as Exhibit B (the Decision Document) which is made a part hereof; and

WHEREAS, the property or portion thereof identified in the class A-2 survey (the "Subject Area") which survey is attached hereto as Exhibit C which is made a part hereof, contains pollutants; and

WHEREAS, to prevent exposure to or migration of such pollutants and to abate hazards to human health and the environment, and in accordance with the Decision Document, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Subject Area, and to grant this environmental land use restriction to the Grantee on the terms and conditions set forth below; and

WHEREAS, Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against Grantor and Grantor's successors and assigns;

NOW, THEREFORE, Grantor agrees as follows:

1. Purpose. In accordance with the Decision Document, the purpose of this environmental land use restriction is to assure that the use and activity at the property and the Subject Area is restricted in accordance with the requirements of the Decision Document attached hereto as Exhibit B.
2. Restrictions Applicable to the Subject Area: In furtherance of the purposes of this environmental land use restriction, Grantor shall assure that use, occupancy, and activity of and at the Subject Area are restricted in accordance with the requirements of the Decision Document, attached hereto as Exhibit B. Such restrictions shall remain in effect unless and until a release is obtained under paragraph 5 below.
3. Except as provided in Paragraph 4 below, no action shall be taken, allowed, suffered, or omitted if such action or omission is reasonably likely to:
 - i. Create a risk of migration of pollutants or a potential hazard to human health or the environment; or
 - ii. Result in a disturbance of the structural integrity of any engineering controls designed or utilized at the Property to contain pollutants or limit human exposure to pollutants.
4. Emergencies. In the event of an emergency which presents a significant risk to human health or the environment, the application of Paragraphs 2 and 3 above may be suspended, provided such risk cannot be abated without suspending said Paragraphs and the Grantor:
 - i. Immediately notifies the Grantee of the emergency;
 - ii. Limits both the extent and duration of the suspension to the minimum reasonably necessary to adequately respond to the emergency;
 - iii. Implements all measures necessary to limit actual and potential present and future risk to human health and the environment resulting from such suspension; and
 - iv. After the emergency is abated, implements a plan approved in writing by the Grantee, on a schedule approved by the Grantee, to ensure that the Subject Area is remediated in accordance with R.C.S.A. sections 22a-133k-1 through 22a-133k-3, inclusive, or restored to its condition prior to such emergency.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

5. Release of Restriction; Alterations of the Subject Area. Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of the Subject Area inconsistent with this environmental land use restriction until a release has been approved by the Commissioner and such release is either recorded on the land records in the municipality where such parcel is located or the requirement to record such a release is waived by the Commissioner pursuant to section 22a-133o of the General Statutes. The Grantee shall not approve any permanent release of the Property from the provisions of this environmental land use restriction unless the Grantor demonstrates to the Grantee's satisfaction that Grantor has remediated the Subject Area in accordance with R.C.S.A. sections 22a-133k-1 through 22a-133k-3, inclusive.

6. Grant of Easement to the Grantee. Grantor hereby grants and conveys to the Grantee, the Grantee's agents, contractors, and employees, and to any person performing pollution remediation activities under the direction thereof, a non-exclusive easement (the "Easement") over the Subject Area and over such other parts of the Property as are necessary for access to the Subject Area or for carrying out any actions to abate a threat to human health or the environment associated with the Subject Area. Pursuant to this Easement, the Grantee, the Grantee's agents, contractors, and employees, and any person performing pollution remediation activities under the direction thereof, may enter upon and inspect the Property and perform such investigations and actions as the Grantee deems necessary for any one or more of the following purposes:

- i. Ensuring that use, occupancy, and activities of and at the Property are consistent with this environmental land use restriction;
- ii. Ensuring that any remediation implemented complies with R.C.S.A. sections 22a-133k-1 through 22a-133k-3, inclusive;
- iii. Performing any additional investigations or remediation necessary to protect human health and the environment;
- iv. Ensuring the structural integrity of any engineering controls described in Exhibit B of this environmental land use restriction and Grant of Easement and their continuing effectiveness in containing pollutants and limiting human exposure to pollutants.

7. Notice and Time of Entry onto Property. Entry onto the Property by the Grantee pursuant to this Easement shall be upon reasonable notice and at reasonable times, provided that entry shall not be subject to these limitations if the Grantee determines that immediate entry is necessary to protect human health or the environment.

8. Notice to Lessees and Other Holders of Interests in the Property. Grantor, or any future holder of any interest in the property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this environmental land use restriction and Grant of Easement. The failure to include such provision shall not affect the validity or applicability to the Property of this environmental land use restriction and Grant of Easement.

9. Persons Entitled to Enforce Restrictions. The restrictions in this environmental land use restriction on use, occupancy, and activity of and at the Property shall be enforceable in accordance with section 22a-133p of the General Statutes.

10. Severability and Termination. If any court of competent jurisdiction determines that any provision of this environmental land use restriction or Grant of Easement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect. Further, in either case, the Grantor shall submit a copy of this restriction and of the Judgment of the Court to the Grantee in accordance with R.C.S.A. section 22a-133q-1(1). This environmental land use restriction shall be terminated if the Grantee provides notification pursuant to R.C.S.A. section 22a-133q-1(I).

11. Binding Effect. All of the terms, covenants and conditions of this environmental land use restriction and grant of easement shall run with the land and shall be binding on the Grantor, the Grantor's successors and assigns, and each owner and any other party entitled to possession or use of the Property during such period of ownership or possession.

12. Terms Used Herein. The definitions of terms used herein shall be the same as the definitions contained in sections 22a-133k-1 and 22a-133q-1 of the Regulations of Connecticut State Agencies as such sections existed on the date of execution of this environmental land use restriction.

Signature Page Follows

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

In witness whereof, the undersigned has/have executed this Environmental Land Use Restriction this ____
day of July 18, 2018

Witnessed by:

20 Mechanics Street, LLC

Byron Norris

Printed/Typed Name:

Byron Norris

Printed/Typed Name:

By:

Kevin D. Grace

Its duly authorized Manager

Mailing Address:

Street Address: 1601 Terre Colony Court

City/Town: Dallas

State and Zip Code: TX 75212

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Instructions Notarization Language for Grantor Acknowledgement - select appropriate notarization language from one of the choices below by checking the applicable check box and providing the information required.

☐ **If the Grantor is an individual:**

State of _____
County of _____

On this Day day of Month, Year before me, Name of Notary Public or Commissioner of the Superior Court the undersigned officer, personally appeared Name of Individual or Individuals, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public or Commissioner of the Superior Court
Date Commission Expires Date

OR

☐ **If the Grantor is a Corporation:**

State of _____
County of _____

On this Day day of Month, Year before me, Name of Notary Public or Commissioner of the Superior Court, the undersigned officer, personally appeared Name of Officer, who acknowledged himself /herself to be the Title of Officer of Name of Corporation, a corporation, and that he/she, as such Title of Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Title of Officer.

In witness whereof I hereunto set my hand.

Notary Public or Commissioner of the Superior Court
Date Commission Expires Date

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

OR

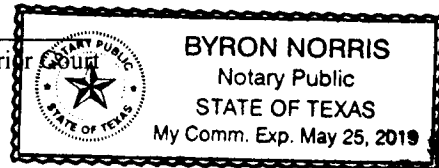
☒ If the Grantor is a Limited Liability Company:

State of { Texas }
County of { Dallas }

On this 18th day of July, 2018 before me, Kevin D. Grace,
the undersigned officer, personally appeared Kevin D. Grace, who acknowledged himself to be the
Manager of 20 Mechanics Street, LLC, a manager managed limited liability company, and that he, as such
Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained,
by signing the name of the limited liability company by himself as Manager.

In witness whereof I hereunto set my hand.

Byron Norris
Notary Public or Commissioner of the Superior Court
Date Commission Expires: 5/25/18



OR

☐ If the Grantor is any other type of entity, provide appropriate language for the Grantor Entity below:

Unlimited space provided to insert appropriate certification language for an Acknowledgement as specified in Section 1-34 of the General Statutes

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Inst: 1053
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Instructions Grantee Signature Block - Select one of the two choices below, as applicable;

☒ **This choice is used for all environmental land use restrictions except those approved pursuant to section 22a-133y of the General Statutes.**

Grantee: The Grantee, the Commissioner of Energy and Environmental Protection or by the Commissioner's duly designated agent, Betsey Wingfield, Bureau Chief.

By:

Date:

8/8/18

Name: Betsey Wingfield

Its Duly Authorized: Bureau Chief

Mailing Address:

Bureau of Water Protection and Land Reuse

Connecticut Department of Energy and Environmental Protection

Street Address: 79 Elm Street

City/Town: Hartford

State and Zip Code: Connecticut 06106

☐ **This choice is used solely for environmental land use restrictions approved pursuant to section 22a-133y of the General Statutes.**

Grantee: The Grantee, the Commissioner of Energy and Environmental Protection, by the undersigned Licensed Environmental Professional authorized as a duly designated agent pursuant to section 22a-133y of the Connecticut General Statutes.

Licensed Environmental Professional as Duly Authorized Agent for Grantee, the Commissioner of Energy and Environmental Protection:

By:

Date:

Name: Printed/Typed Name of Licensed Environmental Professional

Its Duly Authorized Agent: Licensed Environmental Professional authorized pursuant to section 22a-133y of the Connecticut General Statutes

Grantee Mailing Address:

Bureau of Water Protection and Land Reuse

Connecticut Department of Energy and Environmental Protection

Street Address: 79 Elm Street

City/Town: Hartford

State and Zip Code: Connecticut 06106

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Information for Duly Authorized Agent for Grantee (Licensed Environmental Professional):

Name:

License Number

Title, if applicable

Company, if applicable

Mailing Address:

Street Address:

City/Town, State, Zip Code:

Witnesses:

Signature

Printed/typed name

Signature

Printed/typed name

Instructions Notarization Language for Duly Authorized Agent for Grantee (Licensed Environmental Professional):

State of _____

County of _____

On this Day day of Month, Year before me, Name of Notary Public or Commissioner of the Superior Court the undersigned officer, personally appeared Name of Individual or Individuals, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public or Commissioner of the Superior Court
Date Commission Expires Date

Exhibit A. Property Description (Metes and Bounds)

John M. Dean Facility
20 Mechanics Street, LLC
20 Mechanics Street
Putnam, CT

The Property Description (Metes and Bounds) is as follows:

COMMENCING AT A CONNECTICUT HIGHWAY DEPARTMENT MONUMENT WITH A CHISELED CROSS-CUT ON THE WESTERLY HIGHWAY LINE OF CONNECTICUT ROUTE 12 A.K.A. MECHANICS STREET, THENCE RUNNING S14°43'34"E A DISTANCE OF 170.28 FEET TO A POINT, THENCE RUNNING N85°37'42"W A DISTANCE OF 35.98 FEET TO THE POINT AND PLACE OF BEGINNING;

THENCE RUNNING S14°43'34"E A DISTANCE OF 30.45 FEET TO A POINT;

THENCE RUNNING S74°21'23"W A DISTANCE OF 13.86 FEET TO A POINT;

THENCE RUNNING S55°52'11"W A DISTANCE OF 53.44 FEET TO A POINT;

THENCE RUNNING S26°53'09"W A DISTANCE OF 73.68 FEET TO A POINT;

THENCE RUNNING S46°58'59"W A DISTANCE OF 19.24 FEET TO A POINT;

THENCE RUNNING S72°12'57"W A DISTANCE OF 20.00 FEET TO A POINT;

THENCE RUNNING N82°13'27"W A DISTANCE OF 20.40 FEET TO A POINT;

THENCE RUNNING N70°54'52"W A DISTANCE OF 25.00 FEET TO A POINT;

THENCE RUNNING N61°49'27"W A DISTANCE OF 25.32 FEET TO A POINT;

THENCE RUNNING N59°57'37"W A DISTANCE OF 31.58 FEET TO A POINT;

THENCE RUNNING N70°54'52"W A DISTANCE OF 20.00 FEET TO A POINT;

THENCE RUNNING N76°15'00"W A DISTANCE OF 64.52 FET TO A POINT;

THENCE RUNNING S87°17'03"W A DISTANCE OF 32.31 FEET TO A POINT;

THENCE RUNNING N19°05'08"E A DISTANCE OF 204.00 FEET TO A POINT;

THENCE RUNNING S70°54'52"E A DISTANCE OF 30.00 FEET TO A POINT;

THENCE RUNNING S19°05'08"W A DISTANCE OF 14.00 FEET TO AN IRON ROD;

THENCE RUNNING S70°54'52"E A DISTANCE OF 246.70 FEET TO THE POINT
AND PLACE OF BEGINNING. AREA = 45,859.87 S.F. OR 1.053 ACRES.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Exhibit B. Decision Document Overview

Property/Facility Name ("Property"): John M. Dean Facility

Grantor Legal Name: 20 Mechanics Street, LLC

Address: 20 Mechanics Street

City/Town: Putnam

The purpose of this Decision Document is to describe:

1. The type and location of substances present in soil, groundwater or soil vapor on or underlying the Property or portion thereof ("Subject Area") which is the subject of the Environmental Land Use Restriction (ELUR);
2. The provisions of the ELUR and why such restrictions or limitations on the use of the Property or portion thereof are necessary to adequately protect human health and the environment; and
3. Description of the reason for the ELUR, including an explanation why such restriction is consistent with Sections 22a-133k-1 through 22a-133k-3, inclusive, of the Regulations of Connecticut State Agencies (RCSA).

This Decision Document consists of the following restriction(s), for which the applicable individual Restriction Forms are attached:

Restriction (Check box(es) that apply; enter Subject Area(s) designation.)	Subject Area(s)
<input checked="" type="checkbox"/> <u>Residential Activity Restriction - Soil</u>	A (Entire Site)
<input type="checkbox"/> <u>Residential Activity Restriction - Soil (PCBs)</u>	
<input checked="" type="checkbox"/> <u>Exposure of Inaccessible Soil Restriction</u>	B
<input checked="" type="checkbox"/> <u>Exposure of Environmentally Isolated Soil to Infiltration of Water Restriction</u>	B
<input checked="" type="checkbox"/> <u>Disturbance of Engineered Control and Polluted Soil Restriction</u>	C
<input type="checkbox"/> <u>Residential Activity Restriction - Groundwater</u>	
<input type="checkbox"/> <u>Residential Activity Restriction - Soil Vapor</u>	
<input type="checkbox"/> <u>Building Construction Restriction</u>	
<input type="checkbox"/> <u>Groundwater Use Restriction</u>	

Public Notice of Grantor's Intent to Record an Environmental Land Use Restriction

(Check box that applies.)

☐ Public Notice is not Required for Residential Activity Restriction ELUR

In accordance with Section 22a-133q-1(c)(2) of the RCSA, Public Notice need not be published if the proposed ELUR provides solely that the use of the subject Property, or portion thereof is restricted to industrial or commercial activities and the municipal zoning already limits the Property to such use.

or

☒ Public Notice is Required for Proposed ELUR

(Enter information as requested.)

Date Published: 02/20/2013

Name of Newspaper: Hartford Courant

and

(Check box that applies.)

☐ No public comments were received.

or

☒ A summary of all written public comments that were received within thirty (30) days after the date of publication of the Public Notice and a brief response to each comment is provided below:

A representative of an abutting property owner inquired on March 27, 2013 about potential impacts to their property as a result of remedial activities and the proposed ELUR. A discussion with the caller regarding the scope of remedial activities and the role of the ELUR satisfied the inquiry, and the caller was advised that the report of remedial activities and the ELUR would be on the public record once completed and could be reviewed further if desired.

Approval of this Decision Document is hereby granted.

GRANTEE: The Grantee, the Commissioner of the Department of Energy and Environmental Protection or by the Commissioner's duly designated agent, Betsey Wingfield, Bureau Chief, Bureau of Water Protection and Land Reuse.

8/8/14
Date



Betsey Wingfield, Bureau Chief
Bureau of Water Protection and Land Reuse
Connecticut Department of Energy and Environmental Protection

Exhibit B. Decision Document

Residential Activity Restriction - Soil Form

In accordance with Section 22a-133k-2(b)(2)(A) of the Regulations of Connecticut State Agencies (RCSA) polluted soil may be remediated to the Industrial/Commercial Direct Exposure Criteria for each substance (except polychlorinated biphenyls (PCBs)) if access is limited to individuals working at or people temporarily visiting the subject Property and an Environmental Land Use Restriction is in effect which ensures that the Property or restricted portion thereof is not used for any residential activity in the future and that any future use is limited to an industrial or commercial activity.¹

Purpose:

The purpose of this Environmental Land Use Restriction (ELUR) is to ensure that the Subject Area(s) ("Subject Area") designated below is not used for any residential activity (as defined in RCSA Section 22a-133k-1(58)) in the future and that any future use is limited to an industrial or commercial activity.

Restrictions Applicable to the Subject Area:

The Grantor shall ensure that use, occupancy, and activity of and at the Subject Area (as depicted on Exhibit C – Class A-2 Survey) are restricted as follows:

No residential activity shall be permitted at the Subject Area designated below in accordance with RCSA Section 22a-133k-2(b)(2)(A).

☒ **Subject Area A** is the entire Property.

Type and Location of Substances at Subject Area:

(At concentrations greater than the Residential Direct Exposure Criteria and less than the Industrial/Commercial Direct Exposure Criteria for soil)

Semi-volatile organic compounds, total petroleum hydrocarbons, and/or metals

¹ For a complete description of the rationale for the restriction, see the referenced regulatory citation.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

AND

Reasons Restriction or Limitation are Necessary to Adequately Protect Human Health and the Environment:

If the Subject Area is used for residential activities, as defined in RCSA Section 22a-133k-1(58), the substance(s) present in the soil may pose an unacceptable risk to human health.

Provided the Subject Area is not used for residential activities, the substance(s) present do not pose an unacceptable risk to human health.

Restriction or Limitation is Consistent with the Remediation Standard Regulations (RSRs) Sections 22a-133k-1 through 22a-133k-3, inclusive, of the RCSA, as amended, and as follows:

☒ Polluted soil is remediated to a concentration at which the Industrial/Commercial Direct Exposure Criteria for soil, as defined in RCSA Section 22a-133k-1(34), for each substance (except for PCBs) is met.

and

☒ The ELUR prohibits the use of **Subject Area A** for residential activities in accordance with RCSA Section 22a-133k-2(b)(2)(A). Any future use of **Subject Area A** is limited to an industrial or commercial activity.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Exhibit B. Decision Document

Exposure of Inaccessible Soil Restriction Form

In accordance with Section 22a-133k-2(b)(3) of the Regulations of Connecticut State Agencies (RCSA) **the Direct Exposure Criteria for substances other than polychlorinated biphenyls (PCBs) do not apply to inaccessible soil** at a release area provided that if such inaccessible soil is less than fifteen (15) feet below the ground surface an Environmental Land Use Restriction is in effect with respect to the subject Property or portion of such Property containing such release area, which ensures that such soils will not be exposed as a result of excavation, demolition or other activities and that any pavement which is necessary to render such soil inaccessible is maintained in good condition.¹

In accordance with Section 22a-133k-2(b)(3) of the RCSA **inaccessible soil containing PCBs** (as indicated below) may be left in place at a release area provided that if such inaccessible soil is less than (15) feet below the ground surface an Environmental Land Use Restriction is in effect with respect to the subject Property or portion of such Property containing such release area, which ensures that such soils will not be exposed as a result of excavation, demolition or other activities and that any pavement which is necessary to render such soil inaccessible is maintained in good condition.

For inaccessible soil polluted with PCBs, the following Direct Exposure Criteria apply:

- An alternative criterion, as approved in accordance with Section 22a-133k-2(d)(7); or
- Ten (10) ppm PCBs by weight; or
- Twenty-five (25) ppm PCBs by weight if such inaccessible soil is located on a Property which is an other restricted access location, as defined in 40 Code of Federal Regulations Part 761.123 (40 CFR 761.123); or
- Twenty-five (25) ppm PCBs by weight if such inaccessible soil is located on a Property which is an outdoor electrical substation, as defined in 40 CFR 761.123; or
- Fifty (50) ppm PCBs by weight if such inaccessible soil is located on a Property which is an outdoor electrical substation, as defined in 40 CFR 761.123, and a label or notice is visibly placed in the area in accordance with 40 CFR Part 761.

Purpose:

The purpose of this Environmental Land Use Restriction (ELUR) is to ensure that polluted soil that is inaccessible (as defined in RCSA Section 22a-133k-1(32)) at the Subject Area(s) ("Subject Area") designated below will not be exposed as a result of excavation, demolition or other activities and that any pavement which is necessary to render such soil inaccessible is maintained in good condition.

¹ For a complete description of the rationale for the restriction, see the referenced regulatory citation.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Pursuant to RCSA Section 22a-133k-1(32):

- ☒ The inaccessible soil is polluted soil which is polluted fill beneath a bituminous concrete or concrete surface comprised of a minimum of three (3) inches of bituminous concrete or concrete if such fill is (i) polluted in excess of applicable Direct Exposure Criteria only by semi-volatile substances or petroleum hydrocarbons that are normal constituents of bituminous concrete, (ii) polluted by metals in concentrations not in excess of two (2) times the applicable Direct Exposure Criteria, or (iii) any combination of the substances or limits identified in clause (i) or (ii).

Restrictions Applicable to the Subject Area:

The Grantor shall ensure that use, occupancy, and activity of and at the Subject Area (as depicted on Exhibit C – Class A-2 Survey) are restricted as follows:

☒ **No Disturbance**

- ☒ The polluted soil rendered inaccessible at **Subject Area C** will not be exposed as a result of excavation, demolition or other activities and any pavement which is necessary to render such soil inaccessible is maintained in good condition in accordance with RCSA Section 22a-133k-2(b)(3).

Excavation, demolition or other activities are prohibited below the paved surface ("No Disturbance").

and

- ☒ The pavement at **Subject Area C** will be maintained in good condition in accordance with the maintenance and monitoring plan specified below.

Title and Date: Engineered Control Variance Request, January 2013

and, in addition

- ☒ The maintenance and monitoring plan includes provisions to repair the pavement at the Subject Area when necessary to maintain the elevation and topography that existed prior to any disturbance caused by natural occurrences (such as erosion and frost heaves).

and/or

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Pursuant to RCSA Section 22a-133k-1(32):

☒ The inaccessible soil is polluted soil which is beneath an existing building.

Restrictions Applicable to the Subject Area:

The Grantor shall ensure that use, occupancy, and activity of and at the Subject Area (as depicted on Exhibit C – Class A-2 Survey) are restricted as follows:

☒ Option A – No Disturbance

☒ The polluted soil rendered inaccessible at **Subject Area B** will not be exposed as a result of excavation, demolition or other activities in accordance with RCSA Section 22a-133k-2(b)(3). The concrete building slab or foundation shall not be disturbed in any manner by activities such as demolition, excavation or other intrusive activities ("No Disturbance").

and

☒ The concrete building slab or foundation at **Subject Area B** will be repaired when necessary to maintain the conditions that existed prior to any disturbance caused by natural occurrences.

and, in addition

☒ Demolition of the **building at the Subject Area** is not permitted.

AND

Type and Location of Substances at Subject Area:

(At concentrations greater than the Direct Exposure Criteria for soil)

Semi-volatile organic compounds, total petroleum hydrocarbons, and/or metals

Reasons Restriction or Limitation are Necessary to Adequately Protect Human Health and the Environment:

If humans were to come into contact with the substance(s) present in such polluted soil, these substance(s) may pose an unacceptable risk to human health.

Provided the soil is not exposed such that people may come in contact with it, such polluted soil does not pose an unacceptable risk to human health.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

**Restriction or Limitation is Consistent with the Remediation Standard Regulations (RSRs)
Sections 22a-133k-1 through 22a-133k-3, inclusive, of the RCSA, as amended, and as follows:**

- ☒ The Direct Exposure Criteria for substances other than polychlorinated biphenyls (PCBs) do not apply to inaccessible soil (as defined in RCSA Section 22a-133k-1(32)) at **Subject Areas B and C**.
and
- ☒ Such soils will not be exposed as a result of excavation, demolition or other activities and any pavement which is necessary to render such soil inaccessible is maintained in good condition in accordance with RCSA Section 22a-133k-2(b)(3).

Exhibit B. Decision Document

Exposure of Environmentally Isolated Soil to Infiltration of Water Restriction Form

In accordance with Section 22a-133k-2(c)(4)(A) of the Regulations of Connecticut State Agencies (RCSA) **the Pollutant Mobility Criteria do not apply to environmentally isolated soil** provided an Environmental Land Use Restriction is in effect with respect to the subject Property, or portion thereof, containing such soil which Environmental Land Use Restriction ensures that such soil will not be exposed to infiltration of soil water due to, among other things, demolition of the building.¹

Purpose:

The purpose of this Environmental Land Use Restriction (ELUR) is to ensure that polluted soil that is environmentally isolated (as defined in RCSA Section 22a-133k-1(18)) at the Subject Area(s) ("Subject Area") designated below will not be exposed to infiltration of soil water due to, among other things, demolition of the building.

Pursuant to RCSA Section 22a-133k-1(18):

- ☒ The environmentally isolated soil is polluted soil which is beneath an existing building; not a continuing source of pollution; not polluted with volatile organic substances or, if it is polluted with such substances, the concentration of such substances has been reduced in concentration to the maximum extent prudent; and above the seasonal high water table.

Restrictions Applicable to the Subject Area:

The Grantor shall ensure that use, occupancy, and activity of and at the Subject Area (as depicted on Exhibit C – Class A-2 Survey) are restricted as follows:

(Check box(es) as applicable; enter Subject Area(s) designation.)

- ☐ The environmentally isolated soil at Subject Area _____ will not be exposed to infiltration of soil water due to, among other things, demolition of the **entire building**.

and/or

- ☒ The environmentally isolated soil will not be exposed to infiltration of soil water due to, among other things, demolition of the building **at Subject Area B**.

Note that the building consists of the roof, structural walls, and building slabs, which collectively act to isolate polluted soil.

AND

¹ For a complete description of the rationale for the restriction, see the referenced regulatory citation.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Type and Location of Substances at Subject Area:

(At concentrations greater than the Pollutant Mobility Criteria for soil)

Total petroleum hydrocarbons

Reasons Restriction or Limitation are Necessary to Adequately Protect Human Health and the Environment:

If the building or permanent structure is demolished such that the environmentally isolated soil is exposed to the infiltration of water, such polluted soil may pose an unacceptable risk to groundwater quality.

Provided the polluted soil is not exposed to infiltration of water, such polluted soil does not pose an unacceptable risk to groundwater quality.

Restriction or Limitation is Consistent with the Remediation Standard Regulations (RSRs) Sections 22a-133k-1 through 22a-133k-3, inclusive, of the RCSA, as amended, and as follows:

- ☒ The Pollutant Mobility Criteria do not apply to environmentally isolated soil (as defined in RCSA Section 22a-133k-1(18)) at **Subject Area B**.

and

- ☒ Such soils will not be exposed to infiltration of soil water due to, among other things, demolition of the building in accordance with RCSA Section 22a-133k-2(c)(4)(A).

If applicable, documentation that demonstrates that volatile organic substances located beneath the building or permanent structure have been reduced in concentration to the maximum extent prudent has been submitted to the Connecticut Department of Energy and Environmental Protection.

Title and Date: N/A

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Exhibit B. Decision Document

Disturbance of Engineered Control and Polluted Soil Restriction Form

In accordance with Section 22a-133k-2(f)(2)(A) of the Regulations of Connecticut State Agencies (RCSA) (**Variances – Engineered Control of Polluted Soils**), if certain conditions at a subject release area exist or are met, the requirements of RCSA Sections 22a-133k-2(a) through 22a-133k-2(e) (**the Standards for Soil Remediation**) **do not apply** provided that an Engineered Control of polluted soils is implemented pursuant to RCSA Section 22a-133k-2(f)(2)(B) and RCSA Section 22a-133k-2(f)(2)(C).¹

RCSA Section 22a-133k-2(f)(2)(B): A request to use an Engineered Control shall be submitted to the Commissioner and shall be accompanied by a detailed report and plan which demonstrates that, among other things, an Environmental Land Use Restriction is or will be in effect with respect to the Property at which the subject release area is located, which restriction ensures that such Property will not be used in a manner that could disturb the Engineered Control or the polluted soil;

and

RCSA Section 22a-133k-2(f)(2)(C): When the Commissioner approves a request to use an Engineered Control, he may require that such control incorporate any measures deemed necessary to protect human health and the environment and any person implementing an Engineered Control shall perform all actions specified in the approved proposal including the recordation of the Environmental Land Use Restriction and posting of the mechanism for financial assurance.

Purpose:

The purpose of this Environmental Land Use Restriction (ELUR) is to ensure such Property at which the subject release area is located will not be used in a manner that could disturb the Engineered Control or the polluted soil, as defined in Section 22a-133k-1(16) of the RCSA, at the Subject Area(s) ("Subject Area") designated below. The Engineered Control description is attached hereto as part of the Restriction Form.

¹ For a complete description of the rationale for the restriction, see the referenced regulatory citation.

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

Restrictions Applicable to the Subject Area:

☒ **Engineered Control designed to address exceedances of Direct Exposure Criteria for soil only.**

The Grantor shall ensure that use, occupancy, and activity of and at the Subject Area (as depicted on Exhibit C – Class A-2 Survey) are restricted as follows:

☒ With respect to the Property at which the subject release area is located, the Property will not be used in a manner that could disturb the Engineered Control at **Subject Area C** or the polluted soil in accordance with RCSA Section 22a-133k-2(f)(2)(B).

AND

Type and Location of Substances at Subject Area:

(At concentrations greater than the Direct Exposure Criteria for soil, or greater than the Direct Exposure Criteria for soil and the Pollutant Mobility Criteria for soil)

Semi-volatile organic compounds and metals

Reasons Restriction or Limitation are Necessary to Adequately Protect Human Health and the Environment:

If humans were to come into contact with the substance(s) present in such polluted soil, these substance(s) may pose an unacceptable risk to human health.

The polluted soil does not pose a risk to human health, provided the Engineered Control or the polluted soil is not disturbed such that people may come into contact with such polluted soil.

When the Engineered Control also addresses exceedances of the Pollutant Mobility Criteria for soil, if the Engineered Control or the polluted soil are disturbed such that the polluted soil is exposed to the infiltration of water, such polluted soil may pose an unacceptable risk to groundwater quality.

Such polluted soil does not pose a risk to groundwater quality provided the Engineered Control or the polluted soil is not disturbed and exposed to infiltration of water.

Restriction or Limitation is Consistent with the Remediation Standard Regulations (RSRs) Sections 22a-133k-1 through 22a-133k-3, inclusive, of the RCSA, as amended, and as follows:

☒ The Commissioner of the Department of Energy and Environmental Protection has approved a request to use an Engineered Control at Subject Area C in accordance with 22a-133k-2(f)(2)(C). Pursuant to RCSA Section 22a-133k-2(f)(2)(A), the requirements of RCSA Section 22a-133k-2(a) through 22a-133k-2(e) (**Soil Remediation Standards**) do not apply.

Date of Commissioner's conditional approval of the Engineered Control Application: 04/09/2013

Pursuant to the Commissioner's conditional approval and RSRs 22a-133k-2-(f)(2)(B)(viii):

The requirements for maintenance and monitoring of the Engineered Control are specified in the plan below, as approved by the Connecticut Department of Energy and Environmental Protection.

Title and Date: Engineered Control Variance Request, January 2013

Declaration of Environmental Land Use Restriction and Grant of Easement
20 Mechanics Street, Putnam, CT

and

☒ A Description of the Engineered Control (As-Built) is attached.

Date the mechanism for financial assurance submitted to the Department: 6/11/2014 (Updated 10/1/2014)

The latest Annual Report including current status of financial assurance and the most recent Inspection and Maintenance Report has been submitted to the Connecticut Department of Energy and Environmental Protection.

Title and Date: 2014-15 Engineered Control Maintenance Summary Report, dated October 30, 2015

and

☒ With respect to the Property at which the subject release area is located, the Property will not be used in a manner that could disturb the Engineered Control or the polluted soil in accordance with RCSA Section 22a-133k-2(f)(2)(B).

DESCRIPTION OF ENGINEERED CONTROL

John M. Dean Facility 20 Mechanic's Street, Putnam, Connecticut

The engineered control at the 20 Mechanic's Street property was installed in accordance with procedures specified in the Engineered Control Variance Request (ECVR) for the property that was submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) in February 2013 and approved by the DEEP in April 2013.

Much of the engineered control cap being used to address direct exposure concerns on the southern and eastern portions of the property consists of bituminous pavement. Existing pavement was present on the eastern portion of the engineered control area. This pavement was found to be in generally good condition, and was used as part of the engineered control. The western limit of this area was saw-cut to facilitate joining with proposed new pavement, cracks were repaired, and the existing pavement was sealed. The western portion of the engineered control, which was generally an unpaved gravel lot, was fine-graded and capped with a minimum three-inch layer of bituminous pavement. The eastern limit of this area was graded to match the existing pavement, and the joint between the two paved areas was sealed.

Portions of the engineered control area not amenable to pavement capping, i.e., on an embankment along the southern edge of the engineered control area and around supports for a fire escape structure along the eastern side of the facility building, were capped with a minimum one-foot thick layer of No. 3 (two-inch) stone to prevent erosion and excavation of underlying soil. The stone layer was underlain by a geotextile barrier and marker layer, as specified in the approved ECVR.

[illegible]

SCALE:	
HORZ:	NA
VERT:	NOT TO SCALE
DATA:	
HORZ:	
VERT:	

FUSS & O'NEILL
148 HARTFORD ROAD
MANCHESTER, CONNECTICUT 06040
860.446.2349
www.fussdo.com

AS-BUILT ENGINEERING DETAILS
JOHN M. DEAN COMPANY
20 MECHANICS STREET

DET-01

PUTNAM

CONNECTICUT

**ASSISTANCE AGREEMENT BY AND BETWEEN
THE STATE OF CONNECTICUT
ACTING BY THE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
(An Equal Opportunity Employer)
AND
The Town of Putnam**

RE: Putnam Foundry Assessment Project

This **ASSISTANCE AGREEMENT** (the "Agreement") is made and entered into by and between the **STATE OF CONNECTICUT**, (hereinafter the "State"), acting herein by **DANIEL O'KEEFE**, its Commissioner of the Department of Economic and Community Development (hereinafter, the "Commissioner"), pursuant to section 32-763 of the Connecticut General Statutes (the Remedial Action and Redevelopment Municipal Grant Program, hereinafter "Municipal Brownfield Grant") and **THE TOWN OF PUTNAM** (hereinafter the "Applicant" or "Contractor") acting herein by **NORMAN B. SENEY, JR.**, its duly authorized **MAYOR**.

WITNESSETH:

WHEREAS, the governing body of the Applicant has submitted to the State a series of documents including an acceptance letter in response to a Proposal submitted to it by the Commissioner dated January 26, 2024, (the "Proposal"), a Project Financing Plan and Budget, with attachments, if any, an Application for Financial Assistance, a resolution from the Applicant's appropriate organizational body authorizing the Applicant to submit said Application, (all, together with this Agreement, hereinafter the "Project Documents" and attached hereto as **Exhibit A**) and has caused to have submitted an Opinion of Counsel and other documents for a project entitled **Putnam Foundry Assessment Project** (hereinafter the "Project") and has represented to the State that it can rely upon the information within such Project Documents as being accurate and complete;

WHEREAS, in reliance upon the information submitted by or caused to be submitted by the Applicant, the State has approved funding for the Project; and

WHEREAS, the State and the Applicant desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State and the Applicant hereby agree as follows:

ARTICLE 1 - STATE OBLIGATIONS

1.1. Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits, attached hereto and incorporated into this Agreement, to provide financial assistance to the Applicant for the Project in the form of a Municipal Brownfield Grant in an amount not to exceed **Two Hundred Thousand and 00/100 (\$200,000.00)** (hereinafter, the "Funding").

ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS

The Applicant represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect:

2.1. Form of Entity. The Applicant is a municipal corporation duly created and validly existing under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of Connecticut.

2.2. Ability to Conduct Business. The Applicant has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by the Agreement or the Project Documents to which it is a party, cause a violation of the terms or provisions of any such franchise, permit, license, or similar authorization.

2.3. Authorization to Enter Into and Execute Project Documents. The execution and delivery of the Project Documents and this Assistance Agreement by the Applicant, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws including its charter or of the provisions of any indenture, agreement, or undertaking to which its principals or employees are parties or by which they are bound.

2.4. Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Applicant of the Project Documents. The Applicant agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

2.5. Agreement to Undertake Project. The Applicant agrees to undertake and complete the Project as described in the Proposal and Project Documents, attached hereto as **Exhibit A**.

2.6. Obstacles to Entering and Executing Project.

(A) Existing Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's knowledge, threatened against or affecting it, which could or might adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of

the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instruments. The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default. No Instance of Default (as defined in section 4.1 hereof) has occurred or is continuing, and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

2.7. Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.

(B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) Other Facts. There is no fact which the Applicant has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as **Exhibit B**, which materially and adversely affects or, as far as the Applicant can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant. Further, the Applicant will notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.

2.8. Use of State Funding. The Funding shall be used for the Project as set forth in the Proposal and in accordance with the most recently approved Project Financing Plan and Budget. The Funding shall be used for that purpose and for no other purpose.

(A) Additional Costs Above Funding. Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project as set forth in the most recently approved Project Financing Plan and Budget shall be the responsibility of the Applicant and shall not be covered by the Funding. The Applicant shall, as a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Financing Plan and Budget (**Exhibit A**).

(B) Budget. The Project Financing Plan and Budget most recently approved by the Commissioner shall constitute the budget for the Project. The Project Financing Plan and Budget may be amended by request of the Applicant if such request is approved in writing by the Commissioner. Approval by the Commissioner of any revised Project Financing Plan and Budget shall not constitute or imply a revision of the amount of the Funding.

2.9. Payment of Other Obligations. The Applicant will pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant's title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant also agrees to pay all taxes or duties levied or assessed upon said sum against the State or the obligation evidenced hereby and to pay all costs, expenses, and attorneys' reasonable fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.

2.10. Indemnification. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum. "Records" means all working papers and such other information and materials as may have been accumulated by the Applicant in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. "Goods" means all things which are movable at the time that the Agreement is effective and which includes, without limiting this definition, supplies, materials and equipment.

(A) The Applicant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Applicant or Applicant Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Applicant shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Applicant's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Applicant's bid or proposal, and (ii) Records, intellectual property rights, other

proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Agreement.

(B) The Applicant shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(C) The Applicant shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Applicant or any Applicant Parties. The State shall give the Applicant reasonable notice of any such Claims.

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

(E) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

(F) The Applicant hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project (or the Collateral, as more fully described in Section 2.23 below if any), or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters. Such indemnity shall survive payment in full of the Funding, and termination and/or release of the Project Documents and/or foreclosure of the Mortgage or realization on the Collateral (if any).

(G) For purposes of this Agreement, "Contractor Party", "Contractor Parties", "Applicant Party", or "Applicant Parties" shall mean an Applicant's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Applicant is in privity of oral or written contract (e.g. subcontractor) and the Applicant intends for such other person or entity to perform under the Agreement in any capacity. For the purpose of this Agreement, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

2.11. Compliance with Laws, Regulations, Rules, and Executive Orders. In the administration and execution of the project, the Applicant shall comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the state under and pursuant to the Agreement, including, but not limited to, (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to section 22a-194a concerning the use of polystyrene foam.

2.12. Nondiscrimination.

(A) For the purposes of this Section, the following terms are defined as follows:

(1) “Commission” means the Commission on Human Rights and Opportunities;

(2) “Contract” and “contract” include any extension or modification of the Contract or contract;

(3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;

(4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.

(5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

(9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and

(10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole

or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(B)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects..

(C) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance

activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(D) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(E) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(F) The Contractor agrees to comply with the statutes and regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(G)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56..

(H) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut

General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(I) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

2.13. Executive Orders and Other Enactments.

- (a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the DECD'S authority to require compliance with the Enactments.
- (b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- (c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

2.14. Conflict of Interest. The Applicant will adopt and enforce measures appropriate to assure that no member of the Applicant's governing bodies and none of its officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.

2.15. Notification of Instance of Default by Applicant. The Applicant shall notify the Commissioner promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.16. Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Applicant or any Guarantor pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. The Project Documents to which the Applicant is a party, when delivered, will be legal, valid, and binding obligations of the Applicant, enforceable against it in accordance with their respective terms (**Exhibit A**).

2.17. Negative Pledge. INTENTIONALLY OMITTED

2.18. Use Restriction. INTENTIONALLY OMITTED

ARTICLE 3 - PROJECT ADMINISTRATION

3.1. Audit and Inspection of Plant, Places of Business and Records.

(A) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Applicant's and Applicant's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(B) The Applicant shall maintain, and shall require each of the Applicant Parties to maintain, accurate and complete Records. The Applicant shall make all of its and the Applicant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(C) The State shall make all requests for any audit or inspection in writing and shall provide the Applicant with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(D) The Applicant will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Applicant under this Agreement. The Applicant will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

(E) The Applicant shall keep and preserve or cause to be kept and preserved all of its and Applicant Parties' Records until three (3) years after the latter of (i) final payment under

this Agreement, (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Applicant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(F) The Applicant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Applicant shall cooperate with an exit conference.

(G) The Applicant must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Applicant Party.

(H) If Applicant is subject to a federal and/or state single audit it must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January--2019.pdf> and the requirements established by federal law and state statute. If Applicant is not subject to a federal and/or state single audit, it shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the DECD may conduct Project-specific audits.

3.2. Payment to Applicant. In order to permit the State to make payment to the Applicant with respect of the Funding, the Applicant agrees as follows:

(A) Office of the State Comptroller Electronic Fund Transfer Automated Clearing House ("ACH")(EFT) Program. Upon the execution of this Agreement, the Applicant shall provide current, verifiable bank account information for accounts with Applicant's bank to the Office of the State Comptroller ("OSC") by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, <https://www.osc.ct.gov/vendor/directdeposit.html>, and such additional information as the OSC may require.

(B) Requisition Form. In order to bring about the transfer of moneys to the account designated under subsection (A) above (the "Account"), the Applicant shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant will be made based upon said requisition forms.

(C) Preagreement Costs. Unless authorized by the Commissioner in writing, no costs incurred before the start date of the most recently approved Project Financing Plan and Budget are eligible for payment from the Funding.

3.3. Personal Service Contracts. All Project cost items, except those to be performed by volunteers and those to be performed by employees of the Applicant who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant shall, upon request, provide the Commissioner with copies of all such contracts.

3.4. Repayment to State.

(A) Any unspent Funding shall become immediately due and payable by the Applicant to the State within ninety (90) days of the end date of the most recently approved Project Financing Plan and Budget.

(B) In the event that an audit demonstrates that the actual expenditures made by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in section 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant to the State. Upon repayment by the Applicant of such excess amount of the Funding which has been disbursed to the Applicant, the stated amount of the Funding under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Funding which has been received by the Applicant.

3.5. Project Reports. The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <https://portal.ct.gov/-/media/DECD/FinancialReview/edacctgmanualpdfrevjan2019-new.pdf>. This information is required within ninety (90) days after the expiration date of the Project Financing Plan and Budget or earlier as determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, cancelled checks, contracts etc.) for the expenditures charged may be requested from the Applicant as necessary.

Additionally, the Applicant shall submit project milestone and progress reports acceptable to the DECD with each payment request or at any time as requested by the DECD Project Manager. The reports will be due upon request, and are required until the expiration of the Project Financing Plan and Budget.

ARTICLE 4 - DEFAULT

4.1. Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"):

(A) Breach of Agreement. If the Applicant fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forebear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(B) Misrepresentation. If any representation or warranty made by the Applicant or caused to be made for the Applicant in any of the Project Documents prove at any time to be incorrect in any material respect.

(C) Unpaid Judgments. If a judgment or judgments for the payment of money shall be rendered against Applicant and any such judgment shall remain unpaid, unstayed on appeal, unbonded, undischarged or undismissed for a period of ninety (90) consecutive days.

(D) Receivership or Bankruptcy. If the Applicant shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant for the purpose of effecting any of the foregoing.

(E) Condemnation or Seizure. If any Federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant.

(F) Lack of Adequate Security. If the State, at any time and in good faith, deems itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of the Applicant's business, or which materially affects the financial condition or business operations of Applicant. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant's property.

(G) Violation of Terms in Other Project Documents. The occurrence of a default or violation under any of the Project Documents.

4.2. Events in Instances of Default.

(A) Notice of Default. If the Applicant defaults or shall commit or allow any breach of the Applicant's covenants, agreements and other obligations under this Agreement, material or otherwise, the Commissioner shall provide written notice of the breach ("Notice of Default") to the Applicant by overnight or certified mail, return receipt requested, to the most current address they furnished for the purposes of correspondence.

(B) Opportunity to Cure. The Commissioner may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner. The Commissioner may determine that permitting an opportunity to cure a default could jeopardize the Project or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies.

(C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(1) To suspend all further payments by the State to the Applicant until such noncompliance is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant hereby agrees to repay immediately to the State the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant because of such default or breach;

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(6) The Applicant agrees that, upon an event of default or after a judgment hereon, all expenditures incurred by the State under the Project Documents including the Funding shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, default or judgment as applicable.

(7) The State may collect costs associated with collection efforts as outlined in section 2.9 of this Agreement

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1. Nonwaiver & Sovereign Immunity.

(A) If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition.

(B) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

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

or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by law.

5.3. Agreement Date. This Agreement shall become effective as of the date the Commissioner or his designee affixes his signature hereto.

5.4. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Transmittal of the signatures of the parties to this Agreement by email or facsimile shall be deemed as effective as an original signature thereon.

5.5. Multiple Applicants. INTENTIONALLY OMITTED.

5.6. Notices. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (collectively, "Notices") are deemed to have been received two (2) days after the date that the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or one (1) day after the date sent if placed with a recognized, overnight express delivery service that provides for a return receipt. Any notice to the Applicant pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Commissioner, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Applicant at 200 School Street, Putnam, CT 06260 or at such other address as provided above. Any notice to the State, Department, or Commissioner shall be addressed to the Commissioner at 450 Columbus Boulevard, 4th Floor, Suite 5, Hartford, CT 06103.

5.7. Waivers by Applicant. The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

5.8. Headings, Number and Gender. The headings given to the Sections in the Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the particular Section to which the heading refers. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

5.9. Amendments; Supremacy and Entirety of Agreement.

(A) No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms

of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(B) In the event that the Applicant seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

5.10. Provision of Other Documents. Upon the request of the Commissioner, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under the Project Documents. Without limiting the generality of the foregoing, the Applicant will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the Applicant. The Applicant shall pay the cost of filing and recording, or refiling and re-recording, such documents and instruments in all public offices in which such filing or recording, or refiling or re-recording, is deemed by the Commissioner to be necessary or desirable.

5.11. Assignment. The Applicant shall not assign any of its rights or obligations under the Agreement, voluntarily or otherwise, in any manner without the prior written consent of DECD. DECD may void any purported assignment in violation of this section and declare the Applicant in breach of the Agreement. Any Termination by DECD for a breach is without prejudice to DECD's or the State's rights or possible Claims.

5.12. Survival of Representations. For the purposes of this Agreement, the term "Applicant" or "Contractor" shall mean and include any successor or assigns of Applicant including any representative of Applicant under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant in this Agreement or in any certificate or instruments delivered to the State in connection with the Funding shall be considered to have been relied upon by the Commissioner and shall survive until the later of: (i) ten (10) years after receipt of the last installment of the Funding; or (ii) repayment in full of the Funding. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Applicant has the right or authority to assign its rights, duties or obligations hereunder or under this Agreement without the written consent of the Commissioner.

5.13. Governing Documents. In the event of any conflict between this Agreement and any of the attached Project Documents (**Exhibit A**), this Agreement, sans Exhibits, shall be controlling.

5.14. Third Parties. This Agreement is between the State and the Applicant only and shall not be relied upon by any third party.

5.15. Forum and Choice of Law. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Applicant waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5.16. Expiration or Termination of Agreement.

(A) The term of this Agreement shall expire upon the fulfillment of all obligations set forth herein or in any of the Project Documents.

(B) Notwithstanding subsection (A) above, the Applicant may terminate this Agreement prior to the expiration date set forth above so long as it makes full repayment of the Funding plus liquidated damages equal to seven and one-half percent (7.5%) of the total amount of the Funding received, plus all costs and expenses related thereto.

(C) This Agreement may also be terminated by the express written agreement of the Applicant and the State.

(D) This Agreement is subject to the availability of funding. In the event funding for the Project or underlying program is reduced or terminated, DECD may terminate this Agreement without penalty.

(E) Notwithstanding any such expiration or termination of this Agreement, all indemnity rights set forth in this Agreement or in any of the other Project Documents shall survive such expiration or termination.

5.17. Commercial Transaction and Waiver. INTENTIONALLY OMITTED.

5.18. Jury Trial Waiver. INTENTIONALLY OMITTED.

5.19. Setoff. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Applicant's unexcused breach under the Agreement and under any other agreement or arrangement that the Applicant has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Applicant, against amounts

otherwise due or that may become due to the Applicant under the Agreement, or under any other agreement or arrangement that the Applicant has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Applicant's or Applicant Parties' breach of the Agreement, all of which shall survive any setoffs by the State. The State's right of setoff and right to withhold are not the State's exclusive remedies for Applicant's Breach, all of which remedies survive any setoffs and withholdings by the State.

ARTICLE 6 - SPECIAL CONDITIONS

6.1. Environmental Condition of Real Property. As determined by the DECD, the environmental site assessments, surveys, environmental reports and remedial action plans will be prepared for the real property subject to Project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Energy and Environmental Protection laws and regulations, and the applicable American Standards for Testing Material document standards. Copies of all reports shall be made available to DECD. If the Applicant and/or other parties have conducted environmental site assessments for the subject property within the Project area, copies of such documents must be submitted to DECD.

6.2. Professional Service Compliance. The Applicant shall follow the DECD's Procurement Standards for Professional Services in connection with obtaining Consultant Services to carry out the project as found in the DECD Guide for Professional Services Selection Process.

6.3. Access Agreements. The Applicant shall provide to DECD a copy of each access agreement to non-Applicant owned property to be investigated with the Funding.

[Remainder of page intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

THE TOWN OF PUTNAM

By: 

Name: Norman B. Seney, Jr.

Title: Mayor

Duly Authorized

Dated: MAR 19, 2024

**STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT**

By: 

Name: Daniel O'Keefe

Title: Commissioner-Designate

Duly Authorized

Dated: 3/26/24

*Signed by Matthew Pugliese,
Deputy Commissioner,
duly authorized by Daniel O'Keefe,
Commissioner-Designate.*

This Agreement having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a *Memorandum of Agreement* between the State of Connecticut, Department of Economic and Community Development and the Connecticut Attorney General dated May 12, 2022, as may be amended from time to time.

EXHIBIT A

[Project Documents]

EXHIBIT B

[Applicant's Writings]



Map 1 Putnam Aerial

Putnam, CT

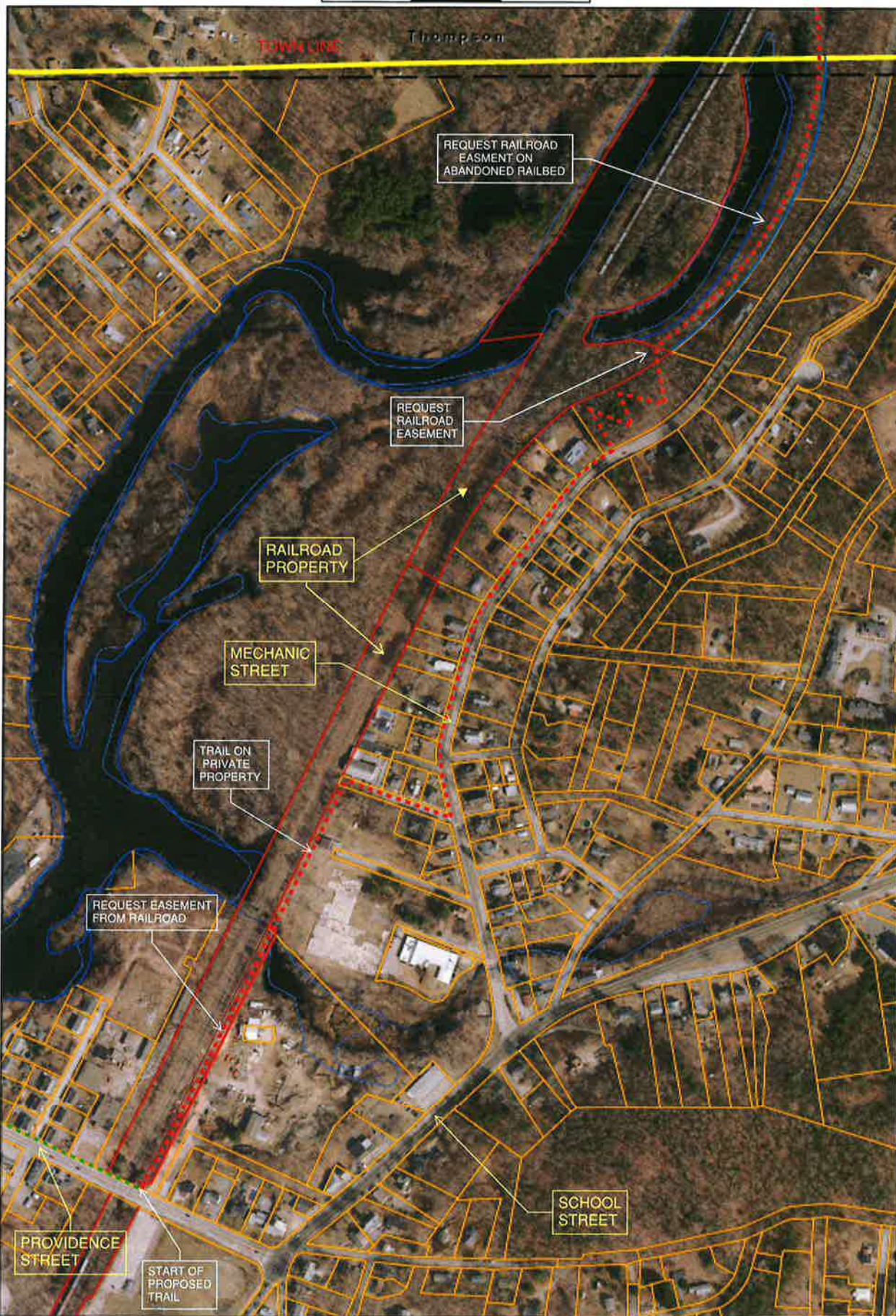


March 27, 2024

1 inch = 300 Feet



www.cai-tech.com



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