

RETURN DATE:

ROBERT A. MCGINNITY, NATALIE P.	:	SUPERIOR COURT
MCGINNITY, AND MICHAEL PERRONE	:	
	:	JUDICIAL DISTRICT OF ANSONIA-
	:	MILFORD
v.	:	
	:	AT MILFORD
CITY OF WEST HAVEN AND CITY OF	:	
WEST HAVEN REDEVELOPMENT	:	
AGENCY	:	SEPTEMBER 28, 2016

VERIFIED COMPLAINT

INTRODUCTION

1. This lawsuit challenges the City of West Haven’s exercise of the power of eminent domain to seize Plaintiffs’ homes. Plaintiffs Robert A. (“Bob”) McGinnity; his mother, Natalie P. McGinnity; and his uncle, Michael Perrone, own homes acquired by West Haven not for a public use, but for a shopping mall. Mr. McGinnity—a retired train conductor and Navy veteran—lives in the house he grew up in. Mr. McGinnity cares for Mr. Perrone, who recently suffered a debilitating heart attack and stroke and lives in the downstairs unit of their duplex home.

2. Defendants the City of West Haven (“West Haven”) and the West Haven Redevelopment Agency (“WHRA”) seek to use eminent domain to acquire Plaintiffs’ homes to build “The Haven South.” West Haven’s redevelopment plan calls for land to be acquired and then transferred to a private developer, The Haven Group, LLC. This plan calls for a large chunk

of West Haven's waterfront (currently devoted to mixed commercial and residential uses) to be turned into an outdoor shopping mall, though no tenants have yet been publicly identified.

Defendants have condemned and seek title to Plaintiffs' properties over their objections.

3. West Haven's exercise of eminent domain to take Plaintiffs' family homes and hand them over to a developer is unconstitutional and in violation of Connecticut and federal law. The taking is not for a public use—it is a pretext for the benefit of a private developer, The Haven Group, LLC. Moreover, Plaintiffs' properties are not necessary to the project. West Haven's plan for The Haven South does not remotely resemble previous master plans, which called for mixed-use development. Instead, Defendants seek to pave over Plaintiffs' well-kept and beloved homes and replace them with private businesses.

JURISDICTION AND VENUE

4. Plaintiffs Bob McGinnity, Natalie P. McGinnity, and Michael Perrone, all residents of the State of Connecticut, bring this lawsuit pursuant to Conn. Gen. Stat. Ch. 916; 42 U.S.C. § 1983; Article I, Sections 8 and 11 of the Connecticut Constitution; Amendment V of the United States Constitution; and the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

5. Plaintiffs seek declaratory and injunctive relief against Defendants City of West Haven and the WHRA.

6. This Court has jurisdiction pursuant to Conn. Gen. Stat. § 51-164s.

7. Venue lies in this Court pursuant to Conn. Gen. Stat. § 51-345.

PARTIES

8. Plaintiff Bob McGinnity is a United States citizen. He is the fee owner of the real property known as 349 First Avenue, West Haven, Connecticut, and he owns a reversionary interest in the real property known as 341 First Avenue, West Haven, Connecticut.

9. Plaintiff Natalie P. McGinnity is a United States citizen and owner of a life estate in the real property known as 341 First Avenue, West Haven, Connecticut.

10. Plaintiff Michael Perrone is a United States citizen and owner of a life estate in the real property known as 341 First Avenue, West Haven, Connecticut.

11. Defendant the City of West Haven is a municipal corporation.

12. Defendant West Haven Redevelopment Agency is an agency of the Defendant City of West Haven, with the ability to obtain and/or be given the authority as described in Conn. Gen. Stat. Ch. 132 to take, acquire, and demolish real property.

FACTUAL ALLEGATIONS

Plaintiffs

13. Bob McGinnity resides at and holds the reversionary interest in 341 First Avenue, a property in which his mother and his uncle both hold a life estate, in West Haven, Connecticut.

14. Bob McGinnity also owns the property next door, 349 First Avenue, in fee simple.

15. Bob McGinnity lived in 341 First Avenue as a child and has lived there off and on throughout his life, always thinking of it as “home” even while away serving in the Navy. He lives in 341 First Avenue today, having retired from a career in the military and then as a train conductor.

16. Natalie P. McGinnity is Bob McGinnity's mother. She owns a life estate in the real property known as 341 First Avenue, West Haven, Connecticut.

17. Michael Perrone is Bob McGinnity's uncle. He resides at and owns a life estate in the real property known as 341 First Avenue, West Haven, Connecticut.

18. Collectively, the family has lived in West Haven for well over 50 years.

19. In 2015, approximately one month after learning that his property was being threatened with eminent domain, Mr. Perrone suffered a debilitating heart attack and stroke. He is now significantly impaired, and Bob McGinnity is his primary caretaker. Because their duplex home at 341 First Avenue allows them to live together, Bob McGinnity has been able to provide his uncle with the care he needs.

20. Bob McGinnity is unsure how he will continue to care for his relatives if forced to move.

21. Bob McGinnity has offered to voluntarily sell his large backyard to the Defendants provided he can keep the actual homes on the properties. This offer has been rejected.

Injury to Plaintiffs

22. In 2004, West Haven developed a Plan of Conservation and Development ("2004 Plan") for the entire city. The 2004 Plan sought to revitalize West Haven through improvements such as a train station, parks, open space, roads, and mixed-use development. A true and correct copy of the 2004 Plan is attached to this Complaint as Exhibit A.

23. The 2004 Plan envisioned mixed-use development in the area surrounding Plaintiffs' homes, which sit not far from the waterfront. It did not envision, call for, or discuss a shopping center in this area.

24. In 2015, Defendants adopted The Haven South Municipal Development Plan (“the Development Plan”).

25. The Development Plan calls for redevelopment of an area of West Haven’s waterfront, including Plaintiffs’ properties, into a shopping center and parking lot by a private developer. This shopping center/parking complex has generally been called “The Haven.”

26. Maps describing the Development Plan are attached to this Complaint as Exhibit B. Plaintiffs’ properties are the parcels labeled 36 and 37 on the first page of Exhibit B.

27. On or about May 4, 2015, Defendant WHRA, acting as West Haven’s designated development agency pursuant to Conn. Gen. Stat. § 8-188, held a meeting regarding the Development Plan.

28. On or about May 4, 2015, Defendant WHRA published the Development Plan on West Haven’s website.

29. On or about May 4, 2015, Defendant WHRA forwarded the Development Plan to the South Central Regional Planning Commission and the West Haven Planning and Zoning Commission requesting a written finding that the Development Plan was in accord with regional and local plans of development.

30. Defendant WHRA received written correspondence from the South Central Regional Planning Commission finding that the Development Plan was in accord with the South Central Region Plan of Conservation and Development.

31. Defendant WHRA received written correspondence from the West Haven Planning and Zoning Commission finding that the Development Plan was in accord with the 2004 Plan.

32. Defendant WHRA advertised in a newspaper of general circulation a notice of the time, place, and subject matter of a required public hearing on the Development Plan, which was held on June 9, 2015.

33. On June 9, 2015, Defendant WHRA approved and adopted the Development Plan.

34. On June 10, 2015, the West Haven City Council approved and adopted the Development Plan.

35. On March 23, 2016, Defendant WHRA conducted a required public hearing pursuant to Conn. Gen. Stat. Ch. 132 to consider the acquisition of eight real properties, including Plaintiffs' homes, through purchase or eminent domain. At this hearing, WHRA voted to refer the proposed acquisition of the real properties to the West Haven City Council for its approval in accordance with Conn. Gen. Stat. § 8-193.

36. On March 30, 2016, the West Haven City Council approved the acquisition of eight properties, including Plaintiffs' homes, by purchase or eminent domain.

37. Both the City of West Haven and the West Haven Redevelopment Agency have entered into a joint development agreement with The Haven Group, LLC. A true and correct copy of the original agreement is attached hereto as Exhibit C; a true and correct copy of the first amendment to the agreement is attached hereto as Exhibit D; a true and correct copy of the second amendment to the agreement is attached hereto as Exhibit E.

38. Upon information and belief, The Haven Group, LLC, is a private limited liability company that is controlled primarily by two private citizens, Greenwich developer Sheldon Gordon and Dallas real-estate investor Ty Miller.

39. On information and belief, The Haven Group, LLC (or its investors) and not any government entity, initially conceived of the idea of building a shopping center in West Haven and actually designed The Haven.

40. On information and belief, the City of West Haven adopted the Development Plan at the suggestion and behest of The Haven Group LLC (or its investors).

41. At the time the Development Plan was adopted, West Haven's municipal plan did not call for a shopping center in the area where The Haven is proposed to be built.

42. Until July 2014, the "regional shopping center" use was prohibited in the Waterfront Design (WD) District. Upon information and belief, the City of West Haven amended its zoning code to allow a regional shopping center use in this zone as-of-right at the suggestion and on behalf of a private developer, The Haven Group, LLC.

43. On June 6, 2016, the City of West Haven Planning & Zoning Commission approved the City's applications to amend the text of the zoning regulations and the City's official zoning map. These zoning approvals were meant to accommodate The Haven Group, LLC, by, among other things, changing the area, bulk, and parking requirements in the City's Waterfront Design (WD) District, where the developer seeks to build the regional shopping center. The approvals were also meant to reclassify the zoning designation of certain properties targeted for redevelopment into the shopping center. On September 19, 2016, the Court (Berger, J.) vacated these zoning approvals, meaning the private developer cannot even begin to proceed with development since it cannot satisfy the current zoning requirements.

44. Upon information and belief, the developer's "draft development plan" is not scheduled to be produced until June 30, 2017, and may be even further delayed given that the

zoning approvals which had been approved by the Planning & Zoning Commission in June, 2016 are no longer in place. *See* Exhibit E at 12.

45. The agreement between Defendants and The Haven Group, LLC, obliges Defendants to initiate condemnation proceedings upon the written request of The Haven Group if The Haven Group has been unable to acquire real property it wants to use for purposes of constructing the private shopping center/parking complex called The Haven.

46. Upon information and belief, The Haven Group, LLC, has provided Defendants with a written demand to exercise its eminent-domain authority against the real properties known as 341 and 349 First Avenue, West Haven, Connecticut.

47. Upon information and belief, Defendants have begun the process of condemning the real properties known as 341 and 349 First Avenue, West Haven, Connecticut, because The Haven Group has served them with written notice demanding that they do so.

48. On August 31, 2016, the West Haven Redevelopment Agency issued a notice asserting that it has filed a Statement of Compensation with the Clerk of the Superior Court for the Judicial District of Ansonia-Milford with respect to both 341 and 349 First Avenue, West Haven, Connecticut.

49. By operation of Connecticut law, this statement of compensation will give the Defendants power to acquire title to 341 and 349 First Avenue, West Haven, Connecticut, through the power of eminent domain.

50. Plaintiffs do not wish to receive compensation for their property, but rather to maintain rightful ownership of it.

51. Defendants claim that in acquiring Plaintiffs' properties through eminent domain, they are exercising their rightful authority under Chapter 132 of the Connecticut General Statutes, Municipal Development Projects.

52. Upon information and belief, WHRA wants to acquire all remaining properties within the area designated for development as The Haven South, demolish the structures, and then transfer the property to The Haven Group, LLC.

53. In Connecticut, for a governmental body to exercise its eminent domain authority, it must: "determine the compensation to be paid to the persons entitled thereto for such real property and shall file a statement of compensation, containing a description of the property to be taken and the names of all persons having a record interest therein and setting forth the amount of such compensation, and a deposit as provided in section 8-130, with the clerk of the superior court for the judicial district in which the property affected is located. . . . Not less than twelve days nor more than ninety days after such notice and such statement of compensation have been so served or so mailed and first published, the [agency] shall file with the clerk of the superior court a return of notice setting forth the notice given and, upon receipt of such return of notice, such clerk shall, without any delay or continuance of any kind, issue a certificate of taking setting forth the fact of such taking, a description of all the property so taken and the names of the owners and of all other persons having a record interest therein. . . . Upon the recording of such certificate, title to such property in fee simple shall vest in the municipality, and the right to just compensation shall vest in the persons entitled thereto. At any time after such certificate of taking has been so recorded, the [agency] may repair, operate or insure such property and enter upon such property, and take whatever action is proposed with regard to such property by the project area redevelopment plan. . . ." Conn. Gen. Stat. § 8-129.

54. In Connecticut, a property owner objecting to an eminent domain action may not raise the constitutionality and/or legality of the government's actions in the eminent domain proceeding.

55. Pursuant to Conn. Gen. Stat. § 8-132, the owner can, within six months after the filing of the statement of compensation, appeal only the amount of compensation the government has provided.

56. Connecticut courts have recognized that a party seeking judicial review of the constitutionality and/or legality of a government agency's decision to condemn property has no adequate remedy at law and is therefore entitled to equitable relief.

57. Plaintiffs bring the instant action to challenge the constitutionality and legality of Defendants' eminent domain actions.

CONSTITUTIONAL VIOLATIONS

Count I

(Public Use Under the Connecticut Constitution)

1 - 57 Plaintiffs re-allege and incorporate by reference each and every allegation set forth in paragraphs 1 through 57 of this Complaint as if fully set forth herein.

58. Under the Connecticut Constitution, private property may only be taken through eminent domain for a "public use."

59. The condemnations of Plaintiffs' properties are not primarily for a public use but are primarily for a private use.

60. The condemnations of Plaintiffs' properties thus do not constitute a valid public use and therefore violate Article I, Section 11 of the Connecticut Constitution.

61. There is no adequate remedy at law available to the Plaintiffs, and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

Count II
(Public Use Under the United States Constitution)

1 - 57 Plaintiffs re-allege and incorporate by reference each and every allegation set forth in paragraphs 1 through 57 of this Complaint as if fully set forth herein.

62. Under the United States Constitution, private property may only be taken through eminent domain for a “public use.”

63. The condemnations of Plaintiffs’ properties are not primarily for a public use but are primarily for a private use.

64. The condemnations of Plaintiffs’ properties thus do not constitute a valid public use and therefore violate Amendment V of the United States Constitution made applicable to the states by the Fourteenth Amendment.

65. There is no adequate remedy at law available to the Plaintiffs, and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

Count III
(Necessity)

1 - 57 Plaintiffs re-allege and incorporate by reference each and every allegation set forth in paragraphs 1 through 57 of this Complaint as if fully set forth herein.

66. Real property can be condemned in Connecticut only if it is reasonably necessary for the accomplishment of a public use.

67. Defendants’ acquisition of Plaintiffs’ property is not reasonably necessary for the Development Plan.

68. There is no adequate remedy at law available to the Plaintiffs, and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

Count IV
(Pretextual Taking—U.S. Constitution)

1 - 57 Plaintiffs re-allege and incorporate by reference each and every allegation set forth in paragraphs 1 through 57 of this Complaint as if fully set forth herein.

69. Under the United States Constitution, private property may only be taken through eminent domain for a “public use.”

70. A proposed use is not a “public use” if it is a pretext for bestowing a private benefit.

71. Defendants’ acquisition of Plaintiffs’ properties is a pretext for bestowing a private benefit on developer The Haven Group, LLC.

72. The condemnations of Plaintiffs’ properties thus do not constitute a valid public use and therefore violate Amendment V of the United States Constitution made applicable to the states by the Fourteenth Amendment.

73. There is no adequate remedy at law available to the Plaintiffs, and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

Count V
(Pretextual Taking—Connecticut Constitution)

1 - 57 Plaintiffs re-allege and incorporate by reference each and every allegation set forth in paragraphs 1 through 57 of this Complaint as if fully set forth herein.

74. Under the Connecticut Constitution, private property may only be taken through eminent domain for a “public use.”

75. A proposed use is not a “public use” if it is a pretext for bestowing a private benefit.

76. Defendants' acquisition of Plaintiffs' properties is a pretext for bestowing a private benefit on developer The Haven Group, LLC.

77. The condemnations of Plaintiffs' properties thus do not constitute a valid public use and therefore violate Article I, Section 11 of the Connecticut Constitution.

78. There is no adequate remedy at law available to the Plaintiffs, and the actions of the Defendants will cause irreparable harm to the plaintiffs.

Count VI
(Delegation)

1 - 57 Plaintiffs re-allege and incorporate by reference each and every allegation set forth in paragraphs 1 through 57 of this Complaint as if fully set forth herein.

79. Defendant West Haven has delegated decisionmaking authority under Connecticut General Statutes Chapters 132, including determinations on the public use of this project, the particular uses of eminent domain, and the future uses of Plaintiffs' properties to defendant WHRA and then to the developer, The Haven Group, LLC.

80. The Fourteenth Amendment's Due Process Clause and the Due Process Clause of the Connecticut Constitution, Art. I, Sec. 8, place strict limits on the manner and extent to which a legislative body may delegate to private parties powers that the legislative body might rightfully exercise itself.

81. By delegating too much governmental authority and decisionmaking to WHRA and The Haven Group, LLC, without adequate safeguards and review standards in place, Defendant West Haven has violated the Due Process Clauses of the Connecticut and United States Constitution.

82. To the extent that Conn. Gen. Stat. Ch. 132 authorizes the delegation of legislative decisionmaking to Defendant WHRA, it is unconstitutional as applied.

83. There is no adequate remedy at law available to the Plaintiffs, and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request relief as follows:

- A. A declaratory judgment pursuant to Practice Book § 17-55 *et seq.* declaring that the actions taken by Defendants were unconstitutional under the Connecticut Constitution.
- B. A declaratory judgment pursuant to Practice Book § 17-55 *et seq.* declaring that the actions taken by Defendants were unconstitutional under the United States Constitution.
- C. Temporary and permanent injunctions against Defendants, their agents, servants, and/or employees enjoining Defendants from taking any further action to acquire, possess, demolish and/or in any way interfere with the real property of the Plaintiffs through exercising eminent domain authority.
- D. An order awarding Plaintiffs' reasonable attorney fees and court costs in this action pursuant to Conn. Gen. Stat. § 48-17a, 42 U.S.C. § 1988, and Practice Book § 17-57.
- E. All further legal and equitable relief as the Court may deem just and proper.

Respectfully submitted,

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**Applications for Admission Pro Hac Vice Pending*

VERIFICATION

I, Brooke Fallon, declare as follows:

1. I am an employee of the Institute for Justice, and in that capacity I have monitored proposed development and threatened condemnations in West Haven, Connecticut, since 2015.
2. I have obtained public documents from the City of West Haven by reviewing available documents from the City's websites and by submitting Freedom of Information requests directly to city officials. City officials have complied with those requests.
3. As a result of obtaining these documents, I have personal knowledge and can competently testify to the facts set forth in paragraphs 37–48 of this complaint, as well as the attachments referenced therein, to the extent those paragraphs speak to the authenticity and contents of public documents.
4. If called upon, I could testify competently to the truth of the statements and authenticity of the documents described above.
5. I verify under penalty of perjury under the laws of the State of Connecticut that the factual statements in the above-listed paragraphs are true and correct.

Executed on: 9/23/16

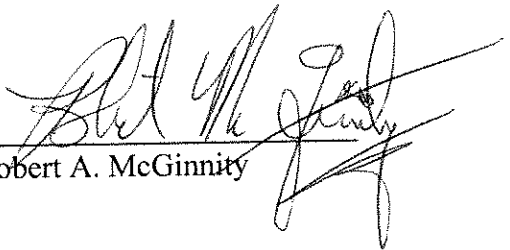

Brooke Fallon

VERIFICATION

I, Robert McGinnity, declare as follows:

1. I am a plaintiff in this action.
2. I have personal knowledge of the facts set forth in paragraphs 13–21 and in paragraphs 48 and 50 of this complaint, and if called upon, I would competently testify as to them.
3. I verify under penalty of perjury under the laws of the State of Connecticut that the factual statements in the above-listed paragraphs are true and correct.

Executed on: Sept 23 2016


Robert A. McGinnity

RETURN DATE:

ROBERT A. MCGINNITY, NATALIE P.	:	SUPERIOR COURT
MCGINNITY, AND MICHAEL PERRONE	:	
	:	JUDICIAL DISTRICT OF ANSONIA-
	:	MILFORD
V.	:	
	:	AT MILFORD
CITY OF WEST HAVEN AND CITY OF	:	
WEST HAVEN REDEVELOPMENT	:	
AGENCY	:	SEPTEMBER 28, 2016

STATEMENT OF AMOUNT IN DEMAND

The Plaintiffs are claiming other relief in lieu of money or damages.

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**Applications for Admission Pro
Hac Vice Pending*

EXHIBIT A

CITY OF WEST HAVEN, CT

**PLAN OF CONSERVATION
AND
DEVELOPMENT**

**Prepared For:
Planning & Zoning Commission
City of West Haven, Connecticut**

**Prepared By:
Harrall – Michalowski Associates, Inc.
Hamden, Connecticut**

**Adopted: July 13, 2004
Effective: August 1, 2004**

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Acknowledgements

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I. INTRODUCTION AND BACKGROUND

A. WEST HAVEN HISTORY

West Haven is a community composed of roughly 52,000 people living in more than 22,000 housing units located throughout 11 square miles. 5,500 West Haven residents work in the city, while an additional 16,000 residents work elsewhere in New Haven County.¹ West Haven has 886 businesses that employ nearly 15,000 non-farm workers from West Haven and the region.²

The land known today as West Haven was first settled by Europeans in the 1640s. After receiving permission from the State Assembly, the settlers incorporated as the Parish of West Haven in 1719, which included the present West Haven as well as the Town of Orange.

Finally in 1921, West Haven and Orange separated after numerous political battles concerning the growth and infrastructure needs of the Town. By this time the West Haven portion of the Parish was a quickly developing community, very different from the very rural qualities of the Orange portion. Officially incorporated as a City in the State of Connecticut in 1961, West Haven is the last city, town or borough to be created in the State to date.

By 1930, West Haven had an established population of just fewer than 26,000 residents. Police and fire protection services were established early on and expanded to serve the needs of the growing population. While several schools were created during the 1800s, the City witnessed a more substantial system of public and private schools develop throughout the 1900s.

The City's population grew steadily until 1950, when the post war trend of families migrating from central cities to surrounding suburbs combined with larger family sizes and the baby boom to result in a population increase of 20,000 people in two decades. After this period of extreme growth, the City grew slowly to a peak population of 54,021 in 1990, and has exhibited only a slight decline since then.

Over the past half century, a series of events have had a significant influence on the current status of the City of West Haven, including:

In 1958, the stretch of Interstate 95 through West Haven opened, providing a high-speed, limited access alternative to the congested Route 1 corridor between New York and Boston and beyond.

¹ MCD/County-to-MCD/County Worker Flow Files. U.S. Census Bureau. 2000.

² Zip Code Business Patterns (NAICS). U.S. Census Bureau. 2001.

The City of West Haven is a predominantly residential community with several well-defined areas of more intense land development. In fact, much of the city's non-residential land uses are confined to three distinct corridors, representing spines of development that unify and interconnect city neighborhoods, and showcase many of the service activities oriented to meet the needs of residents.

In 1960, the predecessor to the University of New Haven relocated to the Allingtown section of the City, and has expanded into a reputable university with a substantial student population.

In 1968, Miles Pharmaceuticals first established themselves in the Morgan Lane section of the City, and have undergone much industrial growth and physical expansion since then, providing a big economic asset for the City of West Haven.

The demise of the Savin Rock Amusement Area by the late 1960s paved the way for substantial redevelopment along the City's shore into the early 1970s, dramatically changing the face of West Haven's waterfront.

The City has continued to plan for its future throughout the past decades. An initial Plan of Development was prepared in 1962, and subsequently updated in 1990. Today, West Haven is a City that is largely built out, with only a few large undeveloped parcels of land remaining for new development, with many smaller vacant parcels interspersed across the city's geography. The generally stable population counts over the past 30 years are partially a result of these conditions.

Spines of Development

The City of West Haven is a predominantly residential community with several well-defined areas of more intense land development. In fact, much of the city's non-residential land uses are confined to three distinct corridors throughout the city. These corridors represent spines of development that unify and interconnect city neighborhoods, and showcase many of the service activities oriented to meet the needs of residents. The three existing spines include:

- The east-west corridor along Elm Street and Sawmill Road connecting the West River Crossing Redevelopment Area, Downtown West Haven, the Transit Oriented Development neighborhood, and the Sawmill Road Redevelopment Area.
- The east-west corridor comprising the Boston Post Road (Route 1) between the Town of Orange and City of New Haven, with the University of New Haven serving as a major anchor.
- The north-south corridor along Route 122 and Campbell Avenue, connecting Allingtown with Downtown West Haven and continuing south to the Long Island Sound shorefront.

During this planning period, the potential to establish a fourth major spine of development has been identified. The future Acorn Technology Campus and continued build out of the industrial district west of Fresh Meadow Road warrants a physical connection between these two areas, through the creation of a new road that would complete the industrial-commercial connection between Farwell Street and Route 34.

New Directions for West Haven

As a largely developed inner-ring suburb of New Haven, the City of West Haven has a limited stock of raw vacant land. Therefore, a critical theme recurring throughout this Plan is the need to balance the re-use of a limited number of parcels to provide the greatest benefit to the City's tax base with the preservation and enhancement of the City's established neighborhoods. Building off of its history, the City will need to embrace the future with a strategy that is aimed at achieving this balance.

Events during recent years have brought several new directions for West Haven. **Downtown West Haven** is in the midst of revitalization planning, to enhance and redefine Downtown's role in the constantly changing regional economy. The discussion of a new Metro North Train Station between New Haven and Milford has generated further plans for a **Transit Oriented Development** centered upon the former Armstrong Rubber complex. Improvements surrounding the **University of New Haven Campus** in Allingtown, combined with streetscape improvements along **Campbell Avenue** are transforming these areas into pedestrian friendly corridors with an enhanced identity. Expansion at the **Bayer Pharmaceuticals** campus has lead to the promotion of this sector in the city, illustrated by the **Acorn Technology Campus** located off Route 34. Still, visions of redeveloped brownfields at **West River Crossing** as a vibrant mixed-use development are leading to plans for a landmark activity center at the eastern gateway into the City. There is great potential for enhancing environments that could improve West Haven's image as an attractive coastal city in south-central Connecticut.

B. WHAT IS A PLAN OF CONSERVATION & DEVELOPMENT?

Chapter 126, Section 8-23, of the Connecticut General Statutes requires that a planning and zoning commission "prepare, adopt and amend a plan of conservation and development for the municipality". The purpose of a Plan of Conservation and Development is to record the best thinking of the City as to its future growth and to give direction to both public and private development. The Plan should encompass a long-term vision of the community but also offer guidance for short-term decision-making.

While future oriented, a Plan of Conservation and Development reflects the goals and objectives of a community at a point in time, changes in economic conditions, lifestyles, goals and objectives of a community. In recognition of this, the State statutes require that the Plan be updated at least every 10 years, so that the long-term planning process is originating from a relatively current inventory of existing conditions.

C. WEST HAVEN'S PLAN UPDATE PROCESS

In the middle of 2002, the City began the process of reviewing and updating its 1990 Plan of Conservation and Development. Over the past eighteen months, the Planning and Zoning Commission has received several individual plan elements that covered various topics ranging from

A critical theme recurring throughout this Plan is the need to balance the re-use of a limited number of parcels to provide the greatest benefit to the City's tax base with the preservation and enhancement of the City's established neighborhoods.

There is great potential for enhancing environments that could improve West Haven's already solid image as an attractive coastal city in south-central Connecticut.

While future oriented, a Plan of Conservation and Development reflects the goals and objectives of a community at a point in time, changes in economic conditions, lifestyles, goals and objectives of a community.

demographics to coastal factors. Each of these plan elements provided background information, conditions maps, and analysis of trends and conditions since the completion of the 1990 Plan, and goals and recommendations for future actions. These documents were posted on the City's website for citizen review and comment. Because of the extent of the information provided, these plan elements serve as technical background for the contents of this Plan. These elements are on file at the Office of Planning and Development.

The Plan Elements prepared as part of the Plan Update Process are:

- GIS Mapping Phase
- Transit Oriented Development Conceptual Master Plan (June 2002)
- Downtown West Haven Revitalization Plan (July 2002)
- Population Trends and Projections (February 2003)
- Natural Resources Inventory (April 2003)
- Parks, Recreation and Open Space (May 2003)
- Development Patterns and Trends (May 2003)
- Transportation and Circulation (August 2003)
- Housing Element (August 2003)
- Coastal Resources and Considerations (October 2003)
- Community Facilities and Infrastructure (October 2003)
- Generalized Land Use Plan (December 2003)

The new development directions for the West River Waterfront, a revitalized Downtown, the Transit Oriented Development, the Acorn Technology Campus with a corresponding industrial-commercial connection between Route 1 and Route 34, and enhanced commercial corridors are common themes throughout this Plan of Conservation and Development, as are the need to preserve and protect the City's residential neighborhoods, natural, and historic/cultural resources. The focus of the Plan is to enhance and protect the City's assets and address or remediate issues through future development and regulatory control.

The key components of the Plan of Conservation and Development are the guiding Goals and Objectives, the Generalized Land Use Plan and the Action Agenda, which details steps towards implementation.

The Plan of Conservation and Development and its associated Generalized Land Use Plan serve to guide the City's future conservation and development efforts as an advisory or policy-guidance document. Key to successful implementation of the Plan is the creation of Zoning and Subdivision Regulations, design guidelines, and/or implementation techniques that explicitly outline and enforce the "future visions" described in the Plan.

II. DEVELOPMENT PATTERNS AND TRENDS

A. INTRODUCTION

Understanding the existing land use patterns of the City of West Haven is an important component to the Plan of Conservation and Development. Knowledge of where specific types of uses are located, particularly on a parcel basis, can help local officials identify areas that may have potential for economic development or open space protection. This section describes the existing land use composition of West Haven and assesses the City's capacity to accommodate new development.

B. LAND USE PATTERNS

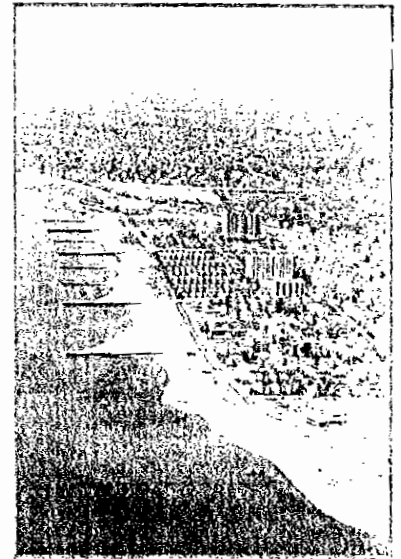
The City of West Haven has a total area of approximately 7,050 acres, or 11 square miles. This area includes a variety of uses, including industrial, commercial, residential, institutional, and open space. The city was historically a rural shoreline community, settled shortly after the mid-17th century establishment of New Haven. Over the years West Haven has become more heavily developed, due in part to the city's proximity to New Haven and the Interstate 95 and Route 1 transportation corridors, as well as its attractive shorefront location along Long Island Sound.

As an inner-ring suburb of New Haven, post World-War II development patterns have greatly influenced the overall land use fabric of the city. While much development Downtown and in shorefront areas pre-date the 1940s, nearly half of the city's total land area was still vacant in 1962. Since then, almost every portion of the city has witnessed some degree of growth, as only a few areas of raw, vacant land remain.

Today, West Haven continues to grow into a diverse community accommodating a broad distribution of land uses. West Haven has become an attractive city in which to live, and offers convenient access to jobs, shopping, and transportation. The city is comprised of various neighborhoods that offer diverse living conditions while maintaining solid, widespread access to community facilities and services. The city's primary commercial areas are located along the Boston Post Road, throughout the city's Downtown, and along the Sawmill Road corridor near the Interstate 95 interchange at Exit 42. Additional commercial services are provided at a smaller scale in the form of neighborhood shops and stores. Industrial uses are primarily found in the swath of land situated between Interstate 95 and the Metro North Railroad right of way west of Downtown. Other industrial areas include the land abutting the West River, as well as along Industry Rd near the Orange town line.

Land Use Inventory

In order to accurately assess the composition and distribution of the City's land use categories, a digital base map was prepared for the City in conjunction with this plan. It then became possible to attach property records from the assessor's database to corresponding parcels on the



Development along West Haven's shoreline.

Photo Credit: City of West Haven
Economic Development Corporation

Today, West Haven continues to grow into a diverse community accommodating a broad distribution of land uses. West Haven has become an attractive city in which to live, and offers convenient access to jobs, shopping, and transportation.

West Haven is primarily a residential community with 80% of its land developed

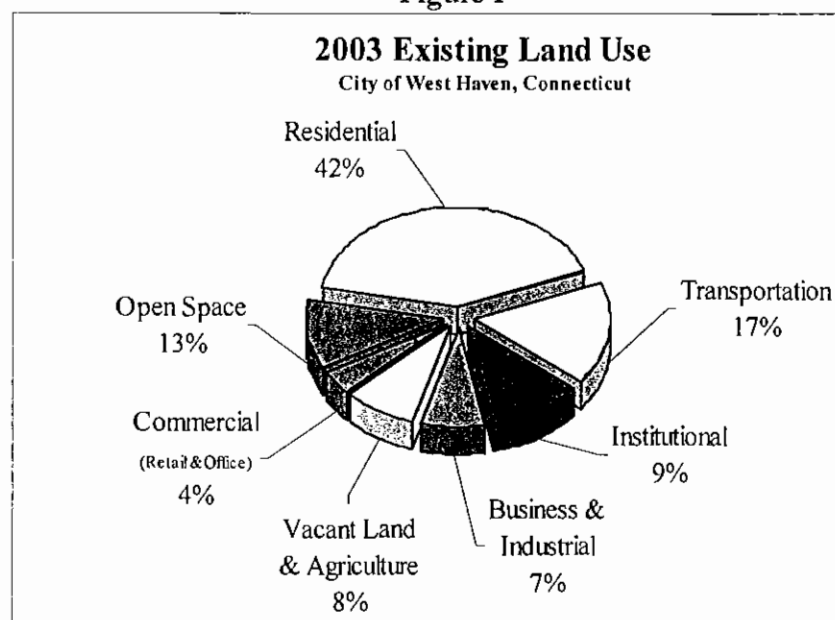
Nearly half of the city's land is used for various residential activities, and it is reasonable to expect that the primary land use in the city will remain residential, as land is developed and redeveloped to accommodate expected population growth.

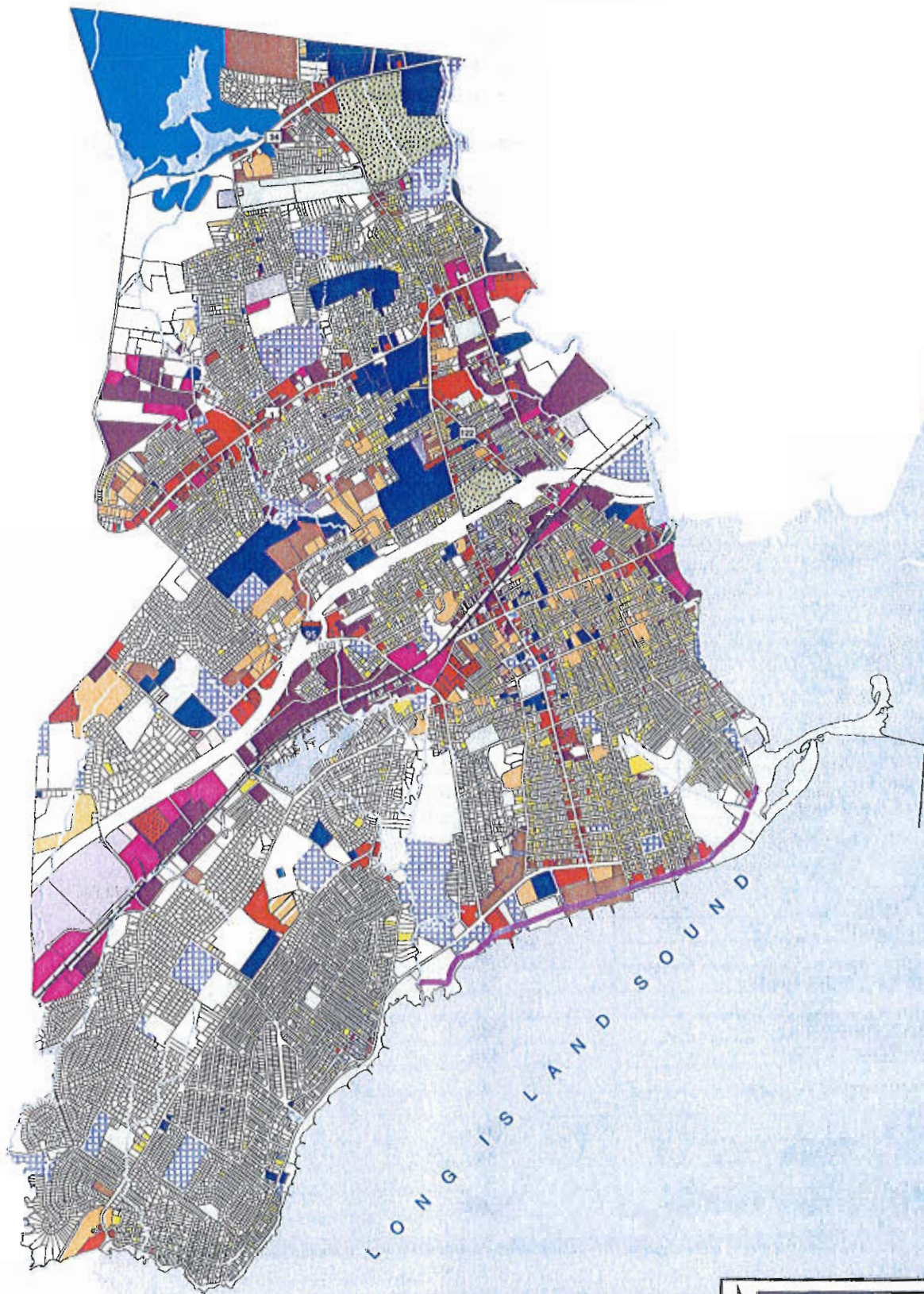
map. Using this technique, the current land use of each parcel was inventoried and categorized as depicted on the "Existing Land Use" map.

West Haven is primarily a residential community with 80% of its land developed. Table 1 displays the total acreage of each land use subcategory found within the City. The top three land use categories are Single Family Residential at 31.5%, Transportation at 16.8%, and Open Space at 12.5%. In total, approximately 79% of the land in West Haven is in a developed category, while 21% is categorized as Open Space or Vacant Land. The open space category represents land used for active and passive recreation and illustrates areas generally protected from future development. At 12.5% of the City's land area it does not meet the State's goal of 20% for open space. For a city of West Haven's size and maturity a relatively small percentage of land (11.4%) is in commercial, business or industrial use. Because such uses are located adjacent to the main transportation corridors, the City is often perceived as being much more commercially developed than it actually is.

Figure 1 illustrates the categorical distribution of major land uses in West Haven. This chart makes it clear that nearly half of the city's land is used for various residential activities. While the city experienced its first population decrease during the 1990s, new population estimates released by the State project a 5% population increase by 2025. It is reasonable to expect that the primary land use in the city will remain residential, as land is developed and redeveloped to accommodate expected population growth. New housing will most likely be built on remaining vacant land that is residentially zoned, as well as infill development. For planning purposes, it is helpful to understand how much development the vacant land in the city can accommodate. To accomplish this task, the following section includes a development potential analysis.

Figure 1





SOURCE
PARCEL MAP
CITY OF WEST HAVEN ENGINEERING
DEPARTMENT (2003)

LAND USE DATA
CITY OF WEST HAVEN ASSESSORS
DEPARTMENT (2003)

THIS MAP WAS DEVELOPED FOR USE
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Residential

- Single Family
- Two Family
- 3-5 Family
- Multi-Family (5+ Units)
- Condominium
- Mobile Home
- Nursing/Group Home

Non-Residential

- Retail Trade
- Automotive
- Business Office
- Professional Office
- Light Industrial
- Manufacturing
- Warehouse
- Heavy Commercial

Open Land

- State / Federal Land
- Public Open Space
- Private Open Space
- Commercial Recreation
- Public Facilities & Lands
- Private Institutional
- Utility
- Traffic Islands & Railroads

- Water Company
- Agriculture
- Cemetery
- Private Vacant Land

Utilities & Facilities

- Easement (Boardwalk)
- Railroad

CITY OF WEST HAVEN PLAN OF CONSERVATION & DEVELOPMENT



EXISTING LAND USE

Table 1
Existing Land Use Distribution: 2003
City of West Haven, Connecticut

Category	Number of Parcels	Area in Acres	% of Total
Residential	12,380	2,927	41.5%
Single Family	10172	2225	31.5%
Two Family	1428	254	3.6%
3-5 Family	575	97	1.4%
Multi-Family (5+ Units)	140	183	2.6%
Condominiums	49	148	2.1%
Nursing / Group Home	14	12	0.2%
Mobile Homes	2	9	0.1%
Commercial	421	274	3.9%
Professional/Financial Office	25	10	0.1%
Retail Trade	264	175	2.5%
Automotive	131	83	1.2%
Commercial Recreation	1	6	0.1%
Business & Industrial	322	527	7.5%
Business Office	101	42	0.6%
Light Industrial	5	85	1.2%
Warehouse	153	267	3.8%
Heavy Commercial	1	1	0.0%
Manufacturing	62	131	1.9%
Institutional	300	664	9.4%
Public Institutional*	154	323	4.6%
Private Institutional	123	304	4.3%
State/Federal Owned Land	4	2	0.0%
Utility	19	35	0.5%
Open Space	80	889	12.6%
Public Open Space**	61	453	6.4%
Private Open Space***	1	13	0.2%
Cemeteries	10	145	2.0%
Watershed (RWA Owned Land)	8	279	4.0%
Vacant Land & Agriculture	912	586	8.3%
Private Vacant Land	910	567	8.0%
Agriculture	2	20	0.3%
Transportation	46	1,185	16.8%
Roads, Parking and Railroads	46	1185	16.8%
TOTAL ACREAGE: City of West Haven	14,461	7,053	100.0%

*Includes town facilities (public schools, police station, fire station, public works, etc.) as well as other town owned property not otherwise classified

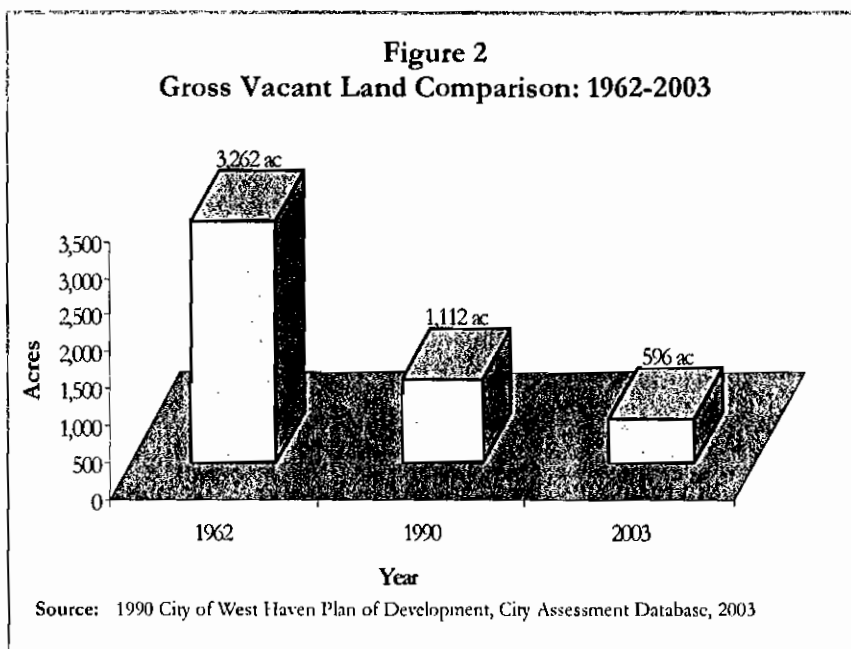
**Includes town owned parks & recreation areas, state owned parks & recreation areas, etc.

***Includes passive open space owned by Yale University

Source: City of West Haven, 2003, Compiled by HMA, Inc.

The land use inventory reveals that West Haven has a very limited amount of raw vacant land remaining. The steady reduction of vacant land in West Haven can be traced as far back as the early 1960's. The 1990 Plan of Development reported that in 1962, the City contained approximately 3,262 acres of vacant land or (45.5 % of the City) and by 1990 the City contained only 1,112 acres of vacant land or (16% of the City). The 40-year trend in declining vacant land is illustrated in Figure 2 below. With just under 600 acres of vacant land left in the city (8.4% of total land area), limited development can be expected to occur on raw, vacant sites. This trend clearly highlights the fact that reuse and/or redevelopment of existing property will play an increasing important role in West Haven's future. The distribution of the City's remaining vacant land is illustrated on the map titled "Vacant and Agricultural Land".

With just under 600 acres of vacant land left in the city (8.4% of total land area), limited development can be expected to occur on raw, vacant sites.



Much of West Haven's future development will result from infill development and redevelopment projects.

C. ANALYSIS OF DEVELOPMENT CAPACITY

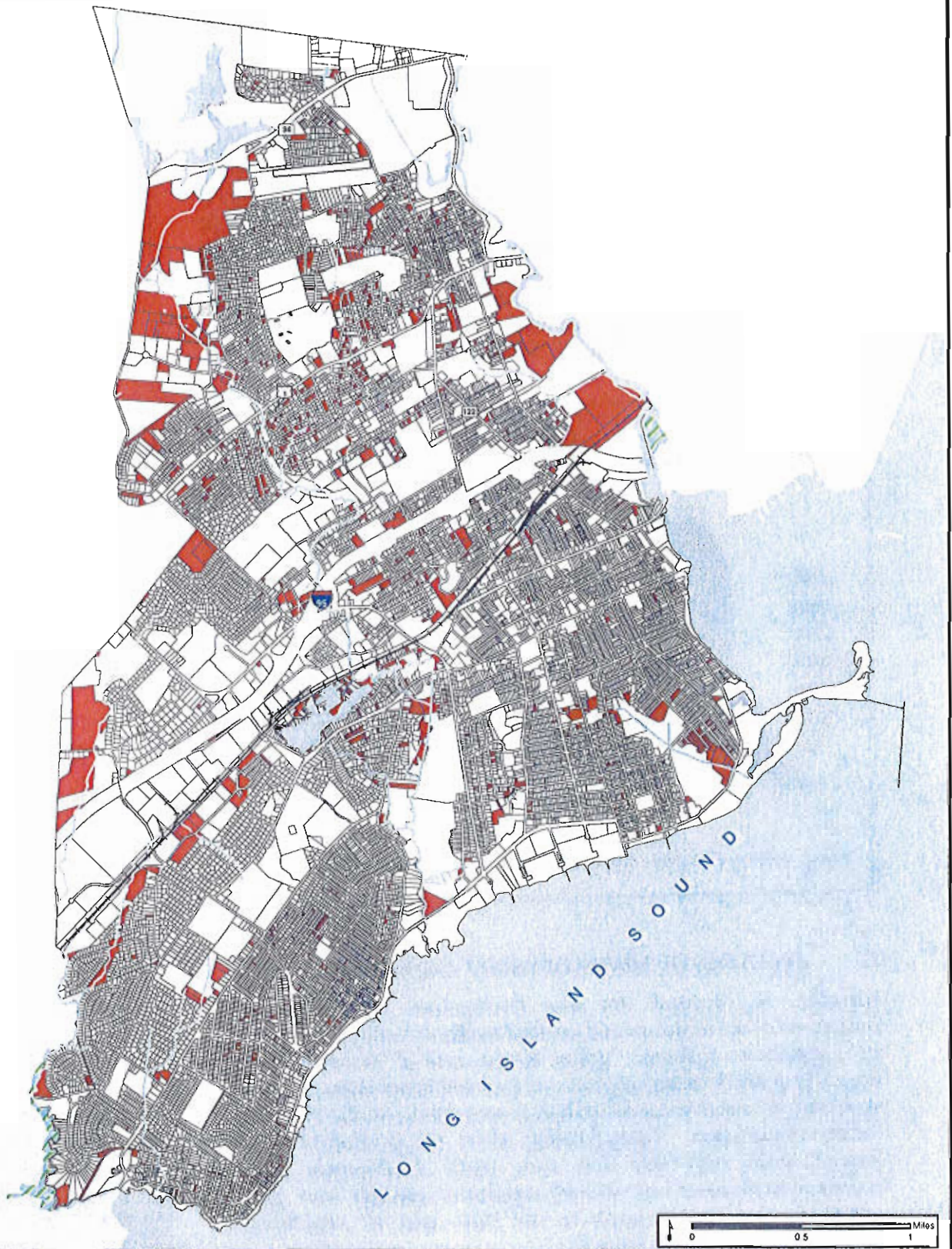
Balancing the demands for new development with the physical constraints of the landscape and existing regulatory controls can prove to be a significant challenge. Once factors such as availability of the necessary public facilities, adequacy of road and utility infrastructure and protection of valuable natural resources are considered, the balance gets further complicated. Understanding where the developable land is located within the City and how much development can be accommodated based on existing regulatory controls and physical constraints on the landscape is the first step in establishing a development plan for the future.

This section includes an assessment of the development potential for the City. This analysis reviews the physical capacity of privately owned vacant residential and non-residential zoned land to support new or



West Haven Gateway from New Haven

Photo Credit: City of West Haven
Economic Development Corporation



SOURCE
PARCEL MAP:
CITY OF WEST HAVEN ENGINEERING
DEPARTMENT (2003)

VACANT & AGRICULTURAL LAND:
CITY OF WEST HAVEN ASSESSORS
DEPARTMENT (2003)

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LEGEND

- Agriculture Land
- Vacant Land

CITY OF WEST HAVEN PLAN OF CONSERVATION & DEVELOPMENT



VACANT &
AGRICULTURAL LAND

expanded growth. This growth is expressed in terms of total acreage of vacant land zoned for residential and non-residential use. For the purposes of this analysis, the limited amount of agricultural lands remaining in West Haven is included as potentially developable land.

Land Analysis

As illustrated in Table 1, 8.3% of the City is classified as vacant or agricultural land. Visualizing the distribution of these vacant and agricultural parcels is important in understanding *where* future development can be accommodated. By combining the zoning boundaries with the vacant and agricultural land through overlays, one can better understand *what* type of development can be produced under existing regulations. The map titled "*Vacant and Agricultural Land*" shows spatially where future development might occur.

8.4% of the City is classified as vacant or agricultural land. Visualizing the distribution of these vacant and agricultural parcels is important in understanding where future development can be accommodated.

Residential Development Capacity

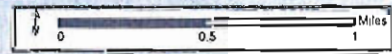
To calculate the development capacity of land currently zoned residential, the capacity of each parcel to accommodate new development was assessed based on the presence of development constraints. Development constraints are defined here as wetlands, steep slopes of 15% or more, and the 100-year floodplain. Areas that contain development constraints were subtracted out from the gross land area, yielding a net developable area. The results of this analysis are summarized in Table 2.

Table 2
Residential Development Potential

Zone	Gross Vacant & Agricultural Land (Acres)	Net Buildable Land (Acres)
R-1	19	12
R-2	147	76
R-3	35	29
R-4	5	5
R-5	6	6
RPD ¹	51	17
RCPD ¹	8	6
SPD ¹	2	2
Subtotal	273	153


Source: HMA Development Potential Calculation, City Assessment Database, 2003;
City of West Haven Zoning Map, 1995

¹ Mixed-use zone also allows commercial development



SOURCE:
PARCEL MAP
CITY OF WEST HAVEN ENGINEERING
DEPARTMENT (2003)
ZONING:
CITY OF WEST HAVEN, PLANNING DEPARTMENT, 2003
LAND USE DATA:
CITY OF WEST HAVEN
ASSESSORS DEPARTMENT 2003

LEGEND

 Vacant Land Zoned For Non-Residential Use

CITY OF WEST HAVEN PLAN OF CONSERVATION & DEVELOPMENT



VACANT LAND ZONED FOR
NON-RESIDENTIAL USE

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ASSOCIATES, INCORPORATED
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It is important to note that due to the many variables involved in land development, these numbers are speculative as the factors that permit land to be developed change. One important factor is the possibility of the City changing regulations on the development of land. These changes could manifest in zoning changes, which could place more or less restriction on the buildable area of a parcel. In addition, vacant land can be purchased for open space, further reducing the inventory of developable land. In summary, the development potential totals given here indicate a relative order of magnitude estimate and are subject to change.

Accurately specifying development potential for the future is a difficult task, given that changes in the regulation of development, such as zoning changes, could place more or less restriction on the buildable area of a parcel than currently exists.

Non-Residential Development Potential

When describing non-residential development capacity, the distribution of the remaining vacant land within these zones is an important factor in citywide planning. In West Haven, it becomes increasingly important due to the limited amount of remaining developable vacant land zoned for non-residential use. Therefore, for purposes of this POCD Update, non-residential development capacity is evaluated by the distribution of the remaining vacant parcels zoned for non-residential use. This distribution is illustrated on the map titled "*Vacant Land Zoned for Non-Residential Use*" and is tabulated in Table 3.

Table 3
Non-Residential Development Potential

Zone	Gross Vacant Land (Acres)	Net Buildable Land (Acres)
CB	3	2
NB	10	7
RB	32	13
LM	16	11
HM	0	0
RPD ¹	51	17
CPD	22	22
RCPD ¹	8	6
IPD	238	67
SPD ¹	2	2
Subtotal	382	147

Source: HMA Development Potential Calculation, City Assessment Database, 2003;
City of West Haven Zoning Map, 1995

¹ Mixed-use zone also allows residential development

The locational attributes of easy access and infrastructure remain important to the continued viability of the non-residential zones in West Haven.



Acorn Campus Site Plan
Photo Credit: Acorn Group

The distribution of non-residentially zoned vacant land is heavily concentrated (over 90%) north of I-95. Much of this land is clustered in two industrial (IPD) zones: one located just south of the Derby Turnpike in the northwest quadrant of the City, and the other is located east of Front Avenue between I-95 and Boston Post Road. These areas have certain locational attributes that result in viable business locations. In the area around Derby Turnpike (Route 34), development has just recently commenced on a new business park (Acorn Technology Campus). Studies have shown that the life cycle of commercial buildings continues to shrink with 25 to 40 years a current range. As buildings become obsolete they will be adapted to new uses or replaced by contemporary structures. The locational attributes of easy access and infrastructure remain important to the continued viability of the non-residential zones in West Haven. The remaining vacant land in these zones will play a role in reshaping parcels to accommodate expansions of existing business or the creation of new development sites. It is in the City's interest to remain flexible in its regulations so that the ever-changing building forms required by business can be accommodated while respecting neighborhood values.

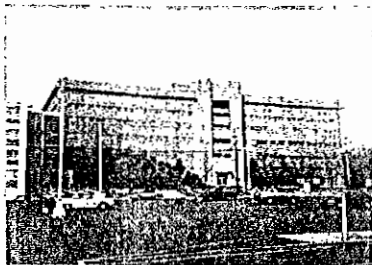


Vacant Land Along West River

Photo Credit: City of West Haven
Economic Development Corporation

D. INFILL, REDEVELOPMENT, and TRANSIT ORIENTED DEVELOPMENT

A good example of how redevelopment could contribute significantly to West Haven's commercial and residential inventory is highlighted in the recently completed transit oriented development plan (TOD)³. As stated in the plan, the former Armstrong buildings located within the study area contain over 1,000,000 square feet of manufacturing, warehousing and office space, much of which is currently vacant or underutilized. Based on the recommended concept in the TOD, if this space is redeveloped, it could contribute up to a 1,000,000 square feet of revitalized building space to the City's inventory. This potential development dwarfs the estimates of future building space from the vacant land remaining in the City's inventory. Whereas it is impractical to attempt to identify and estimate the development potential of all the possible redevelopment sites in the City, it is important to highlight the impact that this process has on the development potential of a community. The areas abovementioned are projects currently being considered. However, it is expected that additional sites will be considered and acted on over the estimated 10-year life of this Plan of Conservation and Development.



Former Armstrong Buildings

In addition to the transit oriented development plan, the City has completed a Master Development Plan for the West River Project Area, which calls for a coordinated redevelopment strategy. This redevelopment strategy includes the following:

- The redevelopment of vacant land and underutilized waterfront property into attractive commercial office, retail and recreational areas;

³Planning for West Haven's Train Station, Concept Master Plan for Transit Oriented Development, Prepared for the West Haven Economic Development Corporation, Harrall-Michalowski Associates, Inc. June 2002.

- Infrastructure improvements to help stabilize the surrounding residential neighborhoods;
- Streetscape and landscaping improvements to create an attractive gateway into West Haven while restoring public access and views to the waterfront.

In addition to privately owned vacant land, the City of West Haven has acquired land for the purposes of creating redevelopment opportunities. An example of this is the Sawmill Road redevelopment area. This redevelopment project currently includes a total of 22 acres in the vicinity of I-95 Exit 42. Seventeen acres are located on the north side of Sawmill Road and five acres are located on the south side of Sawmill Road, backing up to I-95. This area is proposed for major retail development, capitalizing on the access and visibility of I-95.

While there are many advantages to infill and redevelopment activities, there are also physical and market constraints that often encourage the development of raw vacant land before the redevelopment of a brownfield site. Many recycled sites may possess some level of contamination, which can be costly to remediate while requiring continued monitoring of pollutant levels. Additionally, the construction costs associated with redeveloping a site are typically higher than the cost of building a project on raw vacant land. These are only some of the factors that may discourage a potential developer from choosing redevelopment over new development.

To address West Haven's future tax base concerns, the City must strike a balance between reusing practical sites for more intense business uses and carefully developing the few remaining parcels of vacant land over time. The city can employ innovative financing strategies and pursue state and federal subsidies to help cover the additional costs associated with redevelopment, while administering strict site plan review to ensure that new developments will result in positive contributions for both the physical and fiscal environment of West Haven.

E. COMMUNITY PRIDE IN WEST HAVEN

One common theme reiterated throughout this document is the element of community pride in West Haven. In this case, community pride is defined as the sense of pride that residents and visitors in West Haven have towards the community as a whole. Community pride can take many different forms and lead to a variety of impacts throughout the city. While community pride affects almost every topic of this study, discussing it together with development patterns and trends provides an appropriate frame of reference early on that may help reveal the role of community pride in subsequent chapters.

During the public participation process of this Plan update, several citizens voiced their opinions on how a diminished level of community pride is responsible for a trashy and unkempt appearance in certain areas of the city. One specific example of how a shortage of community pride



West River Crossing

Photo Credit: City of West Haven
Economic Development Corporation



Development Site - Sawmill Road

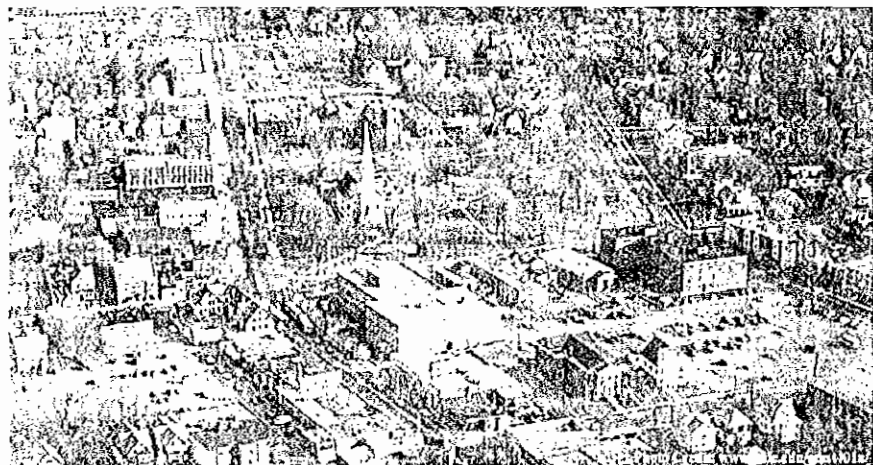
Photo Credit: City of West Haven
Economic Development Corporation

has an impact on the city's physical environment is the tendency for people to litter. Litter can often be found in areas near downtown, in Allingtown, along certain commercial corridors, and at roadside locations abutting undeveloped land. Citizens who do have pride in their community have voiced their frustration with such acts of carelessness, and are requesting the city take action.

Acknowledging the limited resources and jurisdiction that the city's public works department has to keep the city's public appearance in order, it should be noted that the city government can only do so much. While the city does impose fines for littering violations, this ordinance can be very difficult to enforce. It may be more effective for the city to use its limited resources to establish a program that fosters civic pride among its citizens.

Aside from public property such as streets, sidewalks, and parks, there is much private property visible from public right of ways. Individual owners exclusively maintain much of this private property, which makes it difficult to ensure that properties have an appearance that positively contributes to the overall image of the city. While anti-bligh actions can be taken against violating properties, there may be a much more effective solution – that being an increase in the level of pride in the community.

This Plan update addresses many items, ranging from the condition of housing and parks and open space, to the situation surrounding community facilities and the transportation network. Each of these items is certainly to be affected, in some way, by this intangible element called community pride. While reviewing the plan, it may be worthwhile to consider some potential connections between the level of pride in West Haven and the community's current state. Perhaps it may be even more valuable to contemplate what sort of immediate improvements could be made across the city by establishing a greater sense of pride in the community today. The remaining challenge would be to find effective ways of increasing this pride, one step at a time.



The West Haven Green

III. POPULATION AND EMPLOYMENT TRENDS

A. INTRODUCTION

The understanding of demographic and socio-economic trends, characteristics and forecasts is crucial to the Plan of Conservation and Development process. This information provides the background by which future changes and development within a municipality can be anticipated and planned for. This section of the plan provides key demographic characteristics and trends for West Haven and the surrounding region.

B. POPULATION CHARACTERISTICS

With the exception of the 1990s, West Haven has witnessed population growth every decade since the 1930s, illustrated in Table 4 and Figure 3. Like many of New Haven's suburbs, West Haven experienced its greatest percentage growth between the 1950 and 1970 Census, growing from 32,010 to 52,851 in those two decades. Population growth during the 1950s and 1960s corresponds with the national trend of migration from central cities to surrounding suburbs following World War II and the trend toward larger family sizes and the baby boom. During the 1970s and 1980s, West Haven grew slowly to a peak population of 54,021 in 1990. According to 2000 Census figures, the population declined during the 1990s at a rate of -3.1%, resulting in a population of 52,360. This figure makes West Haven the 16th largest City in Connecticut.

West Haven has witnessed population growth every decade between 1930 and 1990, and experienced its greatest percentage growth between the 1950 and 1970 Census, growing from 32,010 to 52,851 in those two decades.

Table 5 compares population change of the City with the adjacent communities of New Haven, Orange, and Milford. Regional growth and migration trends are evident, as suburbanization has occurred and central cities lose population. The explosive growth of Connecticut's first- and second-ring suburbs during the 1950s and 1960s is reflected in the large population change due to net migration that occurred in West Haven during those years.

Figure 3

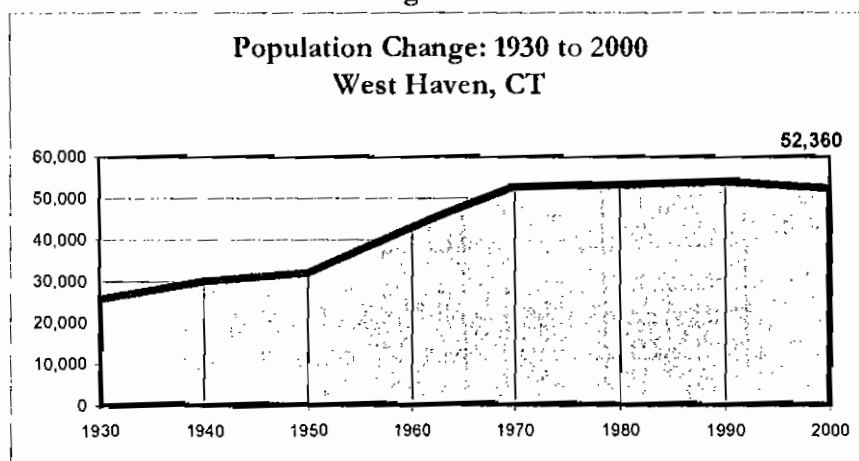


Table 4
Population Change: 1930- 2000
West Haven, CT

Census	Population	% Change
1930	25,808	---
1940	30,021	16.3
1950	32,010	6.6
1960	43,002	34.3
1970	52,851	22.9
1980	53,184	0.6
1990	54,021	1.6
2000	52,360	-3.1

Table 5
Comparison of Population Change: 1950 to 2000
 West Haven and Surrounding Communities

	1950 Census	1960 Census	1970 Census	1980 Census	1990 Census	2000 Census	%Change 50 - 00	%Change 90 - 00
WEST HAVEN	32,010	43,002	52,851	53,184	54,021	52,360	63.6	-3.1
Milford	26,870	41,662	50,858	50,898	49,938	52,305	94.7	4.7
New Haven	164,443	152,048	137,707	126,109	130,474	123,626	-24.8	-5.5
Orange	3,032	8,547	13,524	13,237	12,830	13,233	336.4	3.1
New Haven County	545,784	660,315	744,948	761,337	804,219	824,008	51	2.5

Source: U.S. Bureau of the Census

From the 1970s to the present, however, a substantial out-migration from West Haven has occurred. By the 1990s, in fact, the out-migration from West Haven increased to over 4,000 people for the decade. The natural increase in the population, while still significant, was unable to cover the loss through out-migration. Thus, West Haven's population decreased for the first time in its history.

Population Projections

The State of Connecticut Department of Transportation has recently released a series of new population projections based upon the 2000 Census, summarized in Table 6 below. These projections extend from the baseline Census data for the year 2000 to the year 2025. According to ConnDOT's projections, the City will experience a 5.4% population increase between the 2000 Census and 2025. Over the 25-year period, ConnDOT estimates the West Haven will gain 2,840 residents.

Table 6
Comparison of Population Projections: 2000 to 2025
 West Haven and Surrounding Communities

	Actual 2000 Census	2010 Projected	2020 Projected	2025 Projected	Projected Change 2000 - 2025
WEST HAVEN	52,360	53,400	54,600	55,200	5.4
Milford	52,305	52,870	53,510	53,830	2.9
New Haven	123,626	129,830	137,000	140,620	13.7
Orange	13,233	13,240	13,240	13,240	0

Figure 4

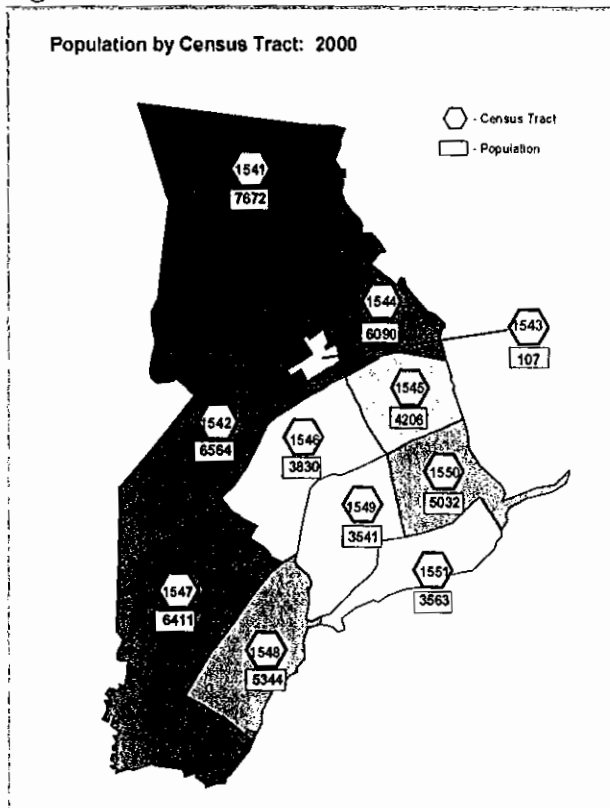
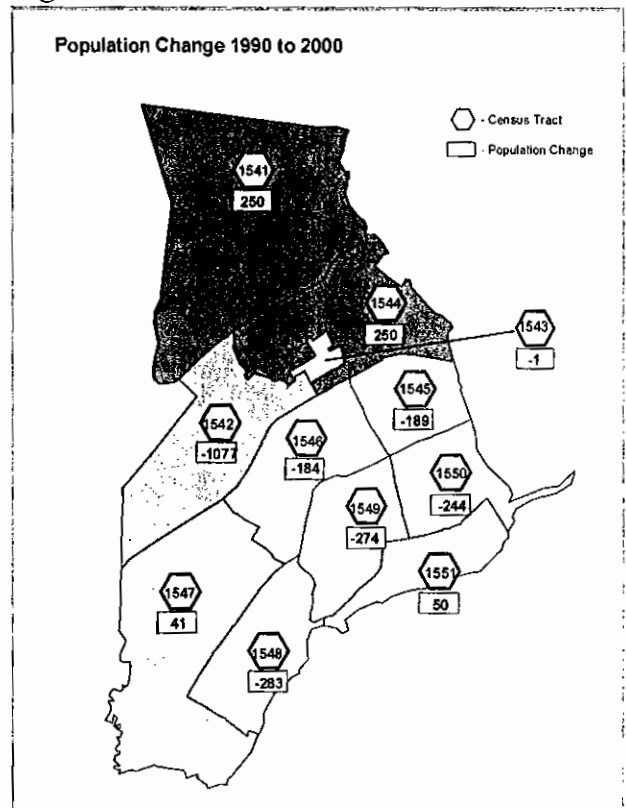


Figure 5



Looking with detail at recent trends in West Haven, only four out of the eleven Census Tracts in West Haven gained population between 1990 and 2000. As illustrated in the Figures 4 and 5 above, Tract 1541 experienced the greatest population increase during the 1990s (+250), and was the most populous tract in the City in 2000. This tract encompasses all areas of West Haven north of Route 1. Tract 1542, comprising the portion of West Haven between Route 1 and I-95, west of the VA Medical Center, witnessed the greatest decrease in population (-1,077). This decrease can largely be attributed to the demolition of hundreds of apartments in the Sawmill Road area, and the former population relocating elsewhere. The tract with the smallest population is 1543, constituting the VA Medical Center itself, with 107 residents.

During the 1990s, West Haven witnessed an increase in its population in areas north of Interstate 95, along the shore near Savin Rock, and near the Milford border, while population elsewhere decreased in numbers.

C. AGE CHARACTERISTICS

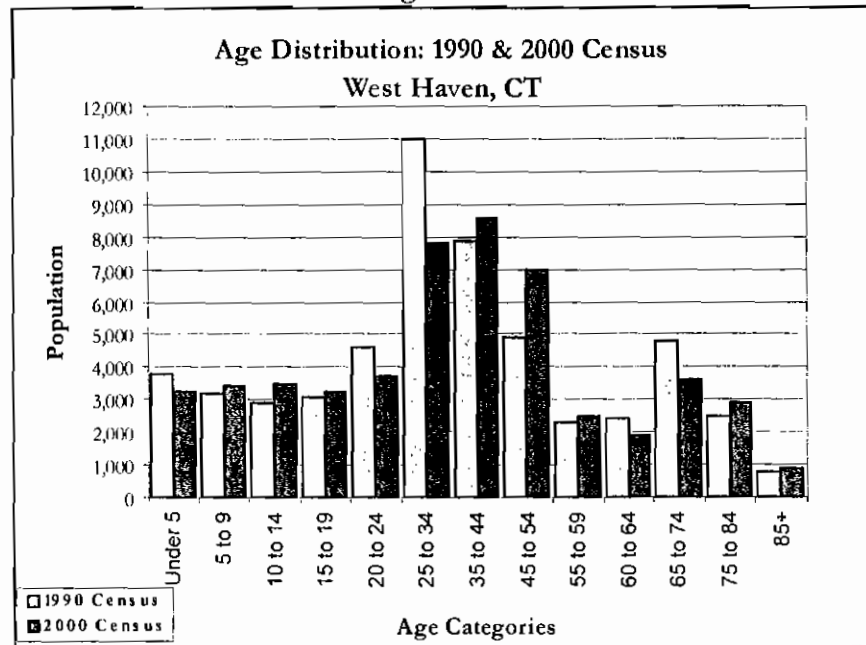
Similar to most communities in the State, West Haven's population aged between the 1990 and the 2000 Census. As illustrated in Figure 6, over 44% of the City's population is currently in the 25 to 34, 35 to 44 and 45 to 54 year age cohorts. Although between the 1990 and the 2000 Census the City experienced a significant loss in persons between the ages of 25 and 34, it still remains one of West Haven's most populous age categories. The increase of population in the 45 to 54 years of age category partially offset the decline in the 25 to 34 years of age category.

Pre-School aged population declined significantly between the two censuses. However, the elementary and middle school-aged population

(ages 5 to 14) increased by 847 children. High school-aged population also increased between the two censuses by 190 persons. From a planning perspective, the increase in the elementary and middle school-aged population impacts school enrollment, park and recreation facility planning and youth services planning.

Population between 60 to 74 years of age experienced a steep decline, while population over 75 years of age increased. Changes in population over 65 years of age impact planning for senior facilities and support services.

Figure 6



Source: U.S. Bureau of the Census

Historical trends and the age characteristics of West Haven's population may indicate that older residents are moving out of West Haven at a steady rate, perhaps to places such as Milford and Orange.

West Haven's median age in 2000 (36.4) was slightly lower than the State's and the County's, as well as being substantially lower than both Orange and Milford. West Haven's percentage of persons under 18 was lower than the State and the County, but interestingly was not the lowest percentage in the immediate region. The City's elderly population percentage declined slightly between 1990 and 2000, and is now second only to New Haven as the lowest percentage in the immediate region. Historical trends and the age characteristics of West Haven's population may indicate that older residents are moving out of West Haven at a steady rate, perhaps to places such as Milford and Orange.

The median age in the City has increased by over 7 years since 1970. The number of school age children has dropped dramatically from its 1970 peak of 13,058; the number of children between the ages of birth and four years, also dropped by 1,236 or 27% from the 1970s. The number of adults has increased significantly between 1960 and 2000, with the greatest increase taking place in the over 65 population. The elderly population in West Haven grew by 73% during these 40 years.

Figure 7

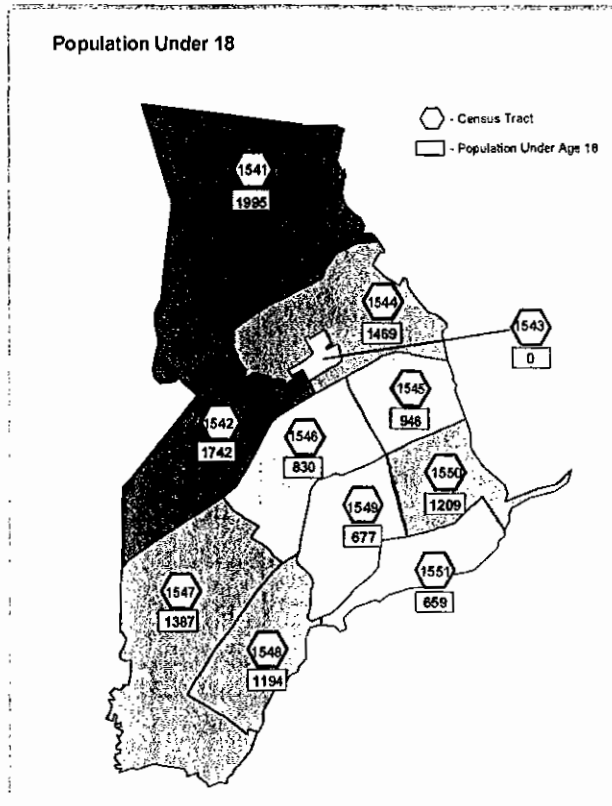
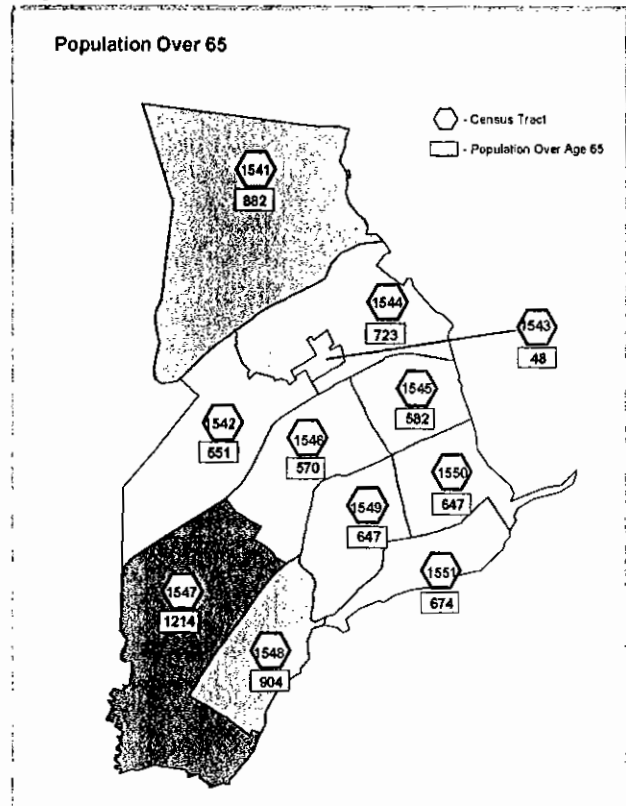


Figure 8



Within West Haven there are individual census tracts and areas that have higher concentrations of elderly population and higher concentrations of persons under 18. The categories "Under 18" and "Over 65" represent two major age cohorts from a planning perspective. This planning often includes the provision of facilities such as schools, playgrounds, and senior centers; programs; and services targeted toward the City's youth and elderly populations. Figures 7 and 8 above depict the areas where higher concentrations of these specific populations reside.

D. RACIAL AND ETHNIC CHARACTERISTICS

As shown in Table 7, the racial and ethnic characteristics of West Haven's population changed noticeably between the 1990 and 2000 Census. In 1990 the White population comprised 84.1% of the total population; by 2000, the White population comprised ten percentage points less at 74.1%. While overall population in the City decreased by only -3.1% between 1990 and 2000, the White population decreased by -14.6%. The Other Race population saw both the largest percentage increase, nearly doubling its 1990 population. The Hispanic population had the largest numeric increase, and also saw a sizable percentage gain, jumping 146.7% during the decade. The Asian and Black populations experienced substantial gains of 41.3% and 27.1%, respectively, while the Native American categories saw a minute increase. For the first time, the 2000 Census established a category of two or more races to recognize multi-racial populations in the country; 2.8% of the City's population reported that they were multi-racial in the 2000 Census.

While West Haven's population figures are remaining relatively steady, the City's population is becoming more diversified. This trend will likely have many planning implications for the City over the course of the next decade.

Table 7
Race and Hispanic Origin: 1990 to 2000
 West Haven, Connecticut

	1990 Census	% 1990 Population	2000 Census**	% 2000 Population	Numeric Change	% Change
White	45,443	84.1	38,824	74.1	-6,619	-14.6
Black	6,713	12.4	8,530	16.3	1,817	27.1
American Indian, Eskimo or Aleut	125	0.2	128	0.2	3	2.4
Asian or Pacific Islander	1,098	2	1,552	3	454	41.3
Other Race	642	1.2	1,867	3.6	1,225	190.8
Two or More Races*	N/A	N/A	1,459	2.8	N/A	N/A
Hispanic Origin**	1,928	3.6	4,757	9.1	2,829	146.7
Total Population	54,021		52,360		-1,661	-3.1

Source: U.S. Bureau of the Census

Notes:

* The 2000 Census now includes a category for multi-racial persons of two or more races.

** Hispanic Origin populations may be of any race

*** Due to changes in the reporting categories between the 1990 Census and the 2000 Census, direct comparisons are not possible

Drops in average household size in West Haven are consistent with recent regional and national trends. Household sizes have decreased as a result of an increase in single person households, an increase in divorce and separations, the tendency for young professionals to delay marriage and families, and an increase in the number of elderly who remain in their own homes as opposed to residing with family.

E. HOUSEHOLD CHARACTERISTICS

Between the 1990 and the 2000 Census, the City of West Haven lost 194 households (-0.9%). Average household size dropped from 2.48 persons per household to 2.42 persons per household, illustrated in Table 8. Drops in average household size are consistent with recent regional and national trends. Household sizes have decreased as a result of an increase in single person households, an increase in divorce and separations, the tendency for young professionals to delay marriage and families, and an increase in the number of elderly who remain in their own homes as opposed to residing with family. Average household size in West Haven is lower than all of its neighboring communities except New Haven, and is also lower than New Haven County and the State.

Table 8
Trends in Households & Household Sizes: 1990 to 2000
 West Haven and Surrounding Communities

	Population in Households 1990 Census	Households 1990 Census	Average Household Size 1990	Population in Households 2000 Census	Households 2000 Census	Average Household Size 2000
WEST HAVEN	52,695	21,284	2.48	51,101	21,090	2.42
Milford	49,386	18,851	2.62	51,768	20,900	2.48
New Haven	118,129	48,986	2.41	113,027	47,094	2.4
Orange	12,738	4,421	2.88	13,120	4,739	2.77
New Haven County	778,494	304,730	2.55	796,334	319,040	2.5
Connecticut	3,185,949	1,230,479	2.59	3,297,626	1,301,670	2.53

Source: U.S. Bureau of the Census

Figure 9

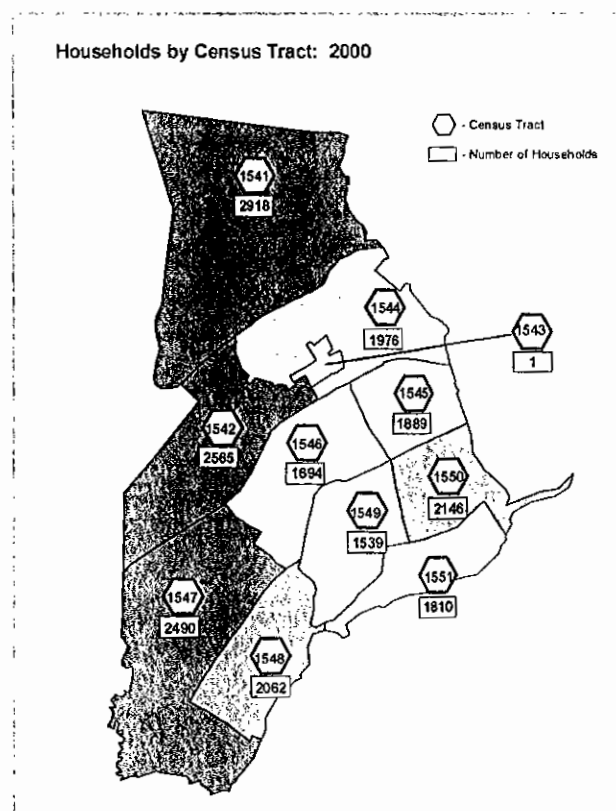
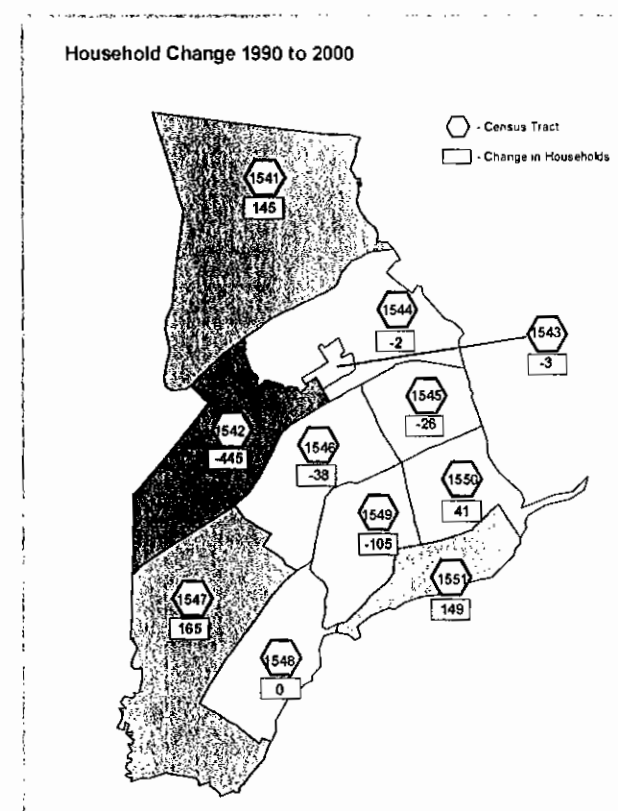


Figure 10



As depicted in Figures 9 and 10, West Haven's census tracts experienced a variety of increases and decreases in their respective number of households. Tract 1547 experienced the greatest increase in households, gaining 165 households during the decade. Tract 1542 experienced the largest decrease in households, losing 445 households. This loss is likely attributable to the demolition of several large apartment complexes along Sawmill Road.

According to 2000 Census figures, of the 21,090 households in West Haven, 62.2% are family households containing one or more related individuals and 37.8% are non-family households. As shown in Table 9 below, 6,014 households in West Haven are family households with children under the age of 18. Of these 6,014 family households with children, 3,739 or 62.2% are married couple families; 1,859 or 30.9% are single mother families; and it can be assumed that the remaining 416 or 6.9% are single father families or children living with other family members besides their parents.

Table 9
Households by Household Type: West Haven, CT 2000

Household Type	Number of Households	% of Households
Family Household	13,123	62.2
With Own Children Under 18	6,014	28.5
Married Couple Family	8,838	41.9
With Own Children Under 18	3,739	17.7
Female Householder, no husband present	3,290	15.6
With Own Children Under 18	1,859	8.8
Non-Family Household	7,967	37.8
Householder Living Alone	6,542	31
Householder 65 years and over	2,256	10.7
Households with individuals under 18	6,692	31.7
Households with individuals 65 years and over	5,366	25.4
Total Households	21,090	

Source: U.S. Bureau of the Census

Non-family households comprised 37.8% of all households in the City according to the 2000 Census, and include individuals living alone or households that contain one or more non-related individuals. They do not include people living in group quarter situations. Of the 7,967 non-family households enumerated by the 2000 Census, 6,542 were single person households, comprising 31.0% of the City's total households. Elderly individuals living alone made up 2,256 of the 6,542 single person households. This figure is important because many of these households will vacate their homes due to health or age-related reasons. Oftentimes,

this turnover of units becomes an important resource for new families and households moving to a community.

F. DEMOGRAPHIC FINDINGS AND IMPLICATIONS

In terms of planning for the next 10 years and beyond, several population, housing and employment trends in West Haven have future implications. These include:

- The City of West Haven experienced its first population decrease between the 1990 Census and the 2000 Census that was unanticipated in terms of State demographic population forecasting. New population estimates released by the Connecticut Department of Transportation and based upon the 2000 Census project a gradual population increase of over 5% for West Haven over the next twenty-five years.
- The City's population is rapidly aging, with a median age in 2000 of 36.4 years. While the population of West Haven decreased by 1,661 people over the past decade, the number of people ages 45 and older increased by 1,233, indicating that a substantial amount of West Haven's population consists of older adults remaining in the City. This increase in the older age cohorts has future planning implications for senior facilities and support services as well as potential supportive housing needs.
- Elementary and middle school aged populations increased by 847 children between the two census periods, while the high school aged population grew by 190 students. The changes in the numbers and concentrations of these school-aged populations has implications for school planning, park and recreational planning and planning for facilities and services for the City's youth.
- The greatest decline in West Haven's population during the 1990s was in the 25 to 34-age cohort, which decreased by over 3,200 people. Steps need to be taken to determine why so many younger adults are leaving the City and to develop strategies that will help retain this important segment of the population.
- The growth in population between 45 to 59 years of age, thought to be those age cohorts reaching retirement, may impact housing turnover, the demand for alternative housing situations and the demand for City services and programs. These changes are likely to emerge over the next ten years.
- The relatively low average household size of 2.48 persons in West Haven is reflective of the large number of singles and elderly in the City, which in turn is attributable to a housing stock that is almost 45% renter-occupied.

The projected gradual population increase of 5% for West Haven over the next 25 years reflects an expected continuation of the stable population trends exhibited during the past few decades.

A substantial amount of West Haven's population consists of older adults aging in place, which has future planning implications for senior facilities and support services and housing needs.

The relatively low average household size of 2.48 persons in West Haven is reflective of the large number of singles and elderly in the City, which in turn is attributable to a housing stock that is almost 45% renter-occupied.

- West Haven's history is defined by a stretch of intense and rapid population and development growth, followed by a period of demographic stability and recent decline. While the current demographic data, trends and projections indicate that West Haven's population will likely remain relatively stable for the next decade, planning for additional growth and development and taking steps to prevent further population loss before it occurs is the most proactive approach. The balance between development, resource and service needs, and location of new growth and redevelopment areas, are key parts of the long-range planning strategy.

IV. NATURAL RESOURCES

A. INTRODUCTION

The quality of life in a community is largely influenced by the quality, quantity and distribution of its environmental resources. The protection of West Haven's natural resources is an important component to the Plan of Conservation and Development, and helps to preserve the City's community character and essential natural systems, while improving the quality of life for all of West Haven's residents. This section describes the significant natural resources that comprise West Haven's natural landscape.

The quality of life in a community is largely influenced by the quality, quantity and distribution of its environmental resources.

B. WATERSHEDS

Several waterways are located within the City of West Haven including the West, Oyster, and Cove rivers. These waterways are fed by a network of tributaries and are best defined by the watersheds that supply them. Rivers, streams, lakes, ponds, wetlands and floodplains are the components of the watershed that contain the attributes to support a variety of aquatic and terrestrial plant and animal life, attenuate flood conditions, and provide the residents of the region with a plentitude of potable drinking water. The management of these watersheds in a sustainable manner is critical to ensure that the attributes they contain and the benefits they provide will be around for years to come.

Of the two subregional watersheds within the city, the South Central Shoreline Watershed drains nearly 8.7 square miles, whereas the West River Watershed drains the remaining 2.3 square miles. These watershed areas are illustrated on the map titled "*Subregional Watersheds*".

West River & South Central Shoreline Watersheds

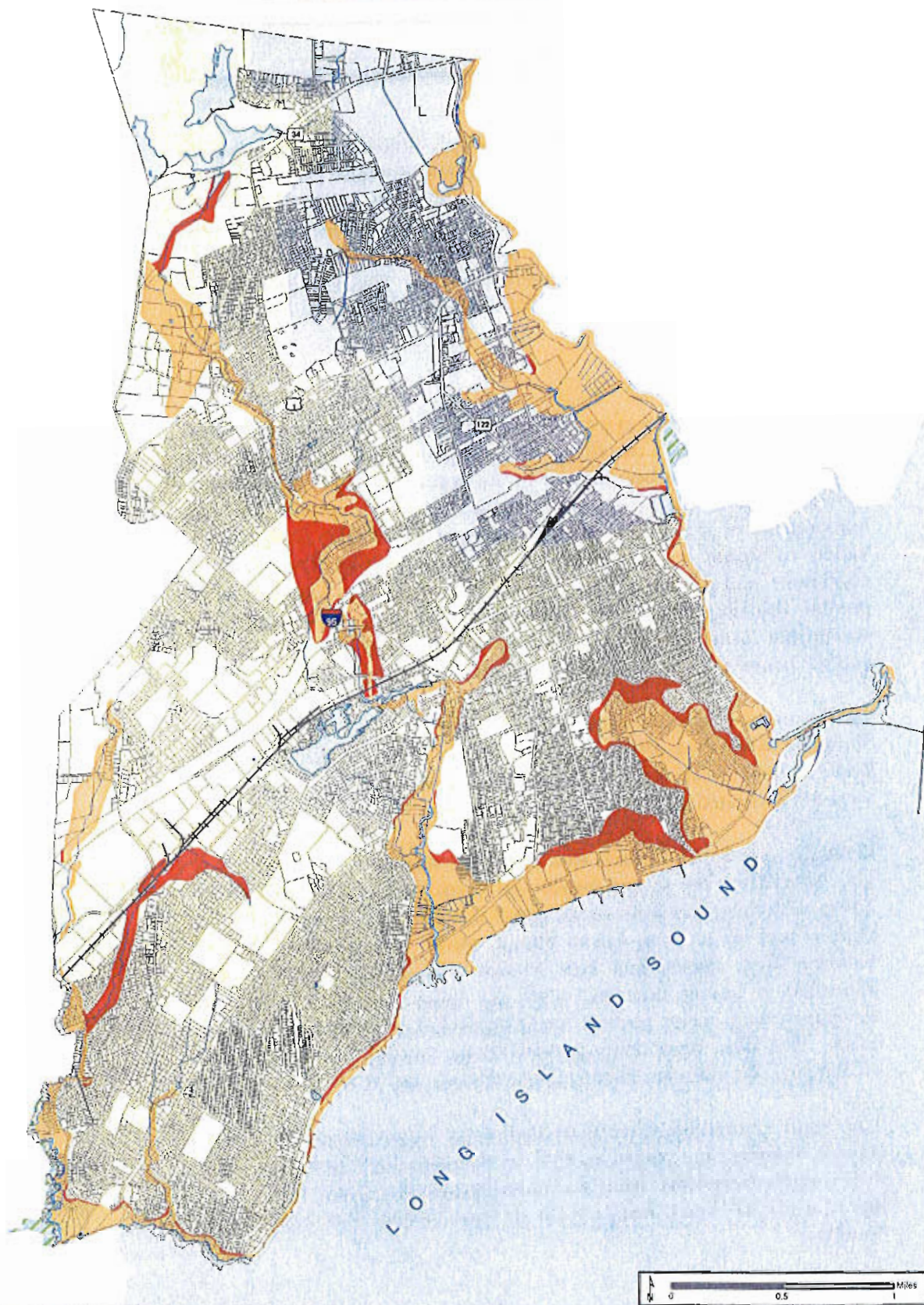
The West River has its headwaters just north of Lake Bethany, in the Town of Bethany and flows south almost seventeen miles to New Haven Harbor and on to Long Island Sound, where it forms the boundary between West Haven and New Haven. The lower section of this watershed is heavily urbanized while the upper watershed is sparsely developed, with major portions being protected as public water supply lands. The West River drains sections of the surrounding communities of Bethany, Woodbridge, Hamden, New Haven, and West Haven.

The sound management of the watersheds located in West Haven is critical to ensure that the attributes they contain and the benefits they provide will be around for years to come.

The South Central Shoreline Watershed is the largest watershed in West Haven, draining approximately 80% of the city's total land area. The major watercourses that drain this watershed are the Oyster River, Cove River, and Old Field Creek, which all flow directly into Long Island Sound.

C. SOILS

The soils covering the landscape of West Haven are a complex mixture with varying degrees of slope, depth, composition, texture, permeability,



LEGEND

- SOUTH CENTRAL SHORELINE WATERSHED
- WEST RIVER WATERSHED
- FEMA 100 YEAR FLOOD ZONE
- FEMA 500 YEAR FLOOD ZONE

SOURCE
WATERSHEDS
CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL AND GEOGRAPHIC INFORMATION CENTER
HARTFORD, CONNECTICUT

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CITY OF WEST HAVEN
PLAN OF CONSERVATION
& DEVELOPMENT



SUBREGIONAL
WATERSHEDS

and fertility. According to the Natural Resource Conservation Service (NRCS) Detailed Soil Survey, West Haven is made up of 44 different soil types. While each individual classification has unique characteristics, there are particular attributes of certain soils classifications that are of particular interest due to their distinct environmental sensitivity. These include wetland and steep slope soils.

Wetland Soils

Soils that are classified by the NRCS as Poorly Drained, Very Poorly Drained, Alluvial / Floodplain or any combination of these are by definition classified as a wetland and protected under the City's Inland Wetlands regulations. In West Haven, 6% of its land consists of wetland-designated soils, as illustrated in the *"Steep Slope & Wetland Soils"* map.

Wetlands are important for a variety of reasons including:

- Wetlands are among the most biologically productive natural ecosystems in the world;
- Wetlands provide habitat that is critical to a variety of plant and animal species, including threatened and endangered species;
- Wetlands often function like natural sponges, storing water (floodwater or surface water) and slowly releasing it thus reducing the likelihood of flood damage to personal property or agriculture by controlling the rate and volume of runoff;
- Wetlands help improve water quality by intercepting surface runoff and removing or retaining its nutrients, processing organic wastes and reducing sediment before it reaches open water;
- Wetlands provide outdoor recreational opportunities (i.e., wildlife viewing/photography, nature study);

Unique wetland types are those found on alluvial and floodplain soils. Due to the excessive permeability of the soil, these areas are very susceptible to rapid infiltration of pollutants. Pollution infiltration can have devastating effects on groundwater drinking supplies.

Tidal Wetlands

Another unique wetland type is the tidal marsh. Tidal wetlands make up nearly 25% of West Haven's total wetlands. Some of the most notable tidal wetland areas lie along Cove, West, and Oyster Rivers. These areas maintain high nutrient and biological productivity that form the base of the food web in Long Island Sound. Tidal wetlands also improve water quality by trapping sediments, reducing turbidity, breaking down toxic and heavy metals, and buffering storm surges and absorbing wave energy. They also provide a multitude of recreational activities, and provide a valuable component of coastal open space.



Tidal Wetland near Old Field Creek

In West Haven, over 387 acres have been identified as areas with steep slope soils, accounting for 6% of the city's land.

Steep Slope Soils

The identification of areas with steep slopes is important due to the affect they have on development. While the stability of a slope is dependant on many variables including vegetative cover and the underlying geology, as a general rule it can be expected that slopes greater than 15% pose significant constraints to development due to the difficulty of building foundations and siting septic systems. In addition, these areas pose additional hazards such as increased erosion, surface runoff, siltation, and flooding. Therefore, identifying areas of steep slopes is an important component to the natural resource inventory. In West Haven, over 387 acres have been identified as areas with steep slope soils, accounting for 6% of the city's land. These areas are illustrated on the map titled "*Steep Slope & Wetland Soils.*"

D AQUIFERS

West Haven is mainly comprised of two types of aquifers: bedrock-till formations and stratified drift formations. Bedrock-till aquifers, found throughout city, are comprised of many different rock types (including till) and can yield as much as 10 gallons of water per minute. Stratified drift aquifers, in contrast, are comprised of layered deposits of sand, gravel, silt and clay and are located primarily in river and stream beds. Stratified drift aquifers can yield millions of gallons per day wherever deep saturated deposits of porous materials are located. These high yield conditions have the capacity to be developed into municipal water supplies.

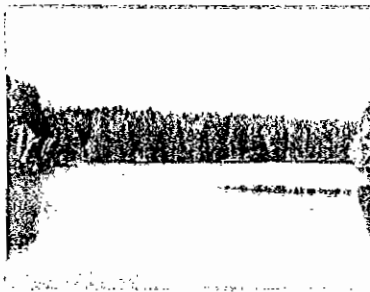
Groundwater Quality

As of 2003, no aquifers with the potential to function as high yield sources of potable water supply have been identified in West Haven. Even though the City's groundwater is not utilized as a source for drinking water, the quality of potable water is relevant to this planning study.

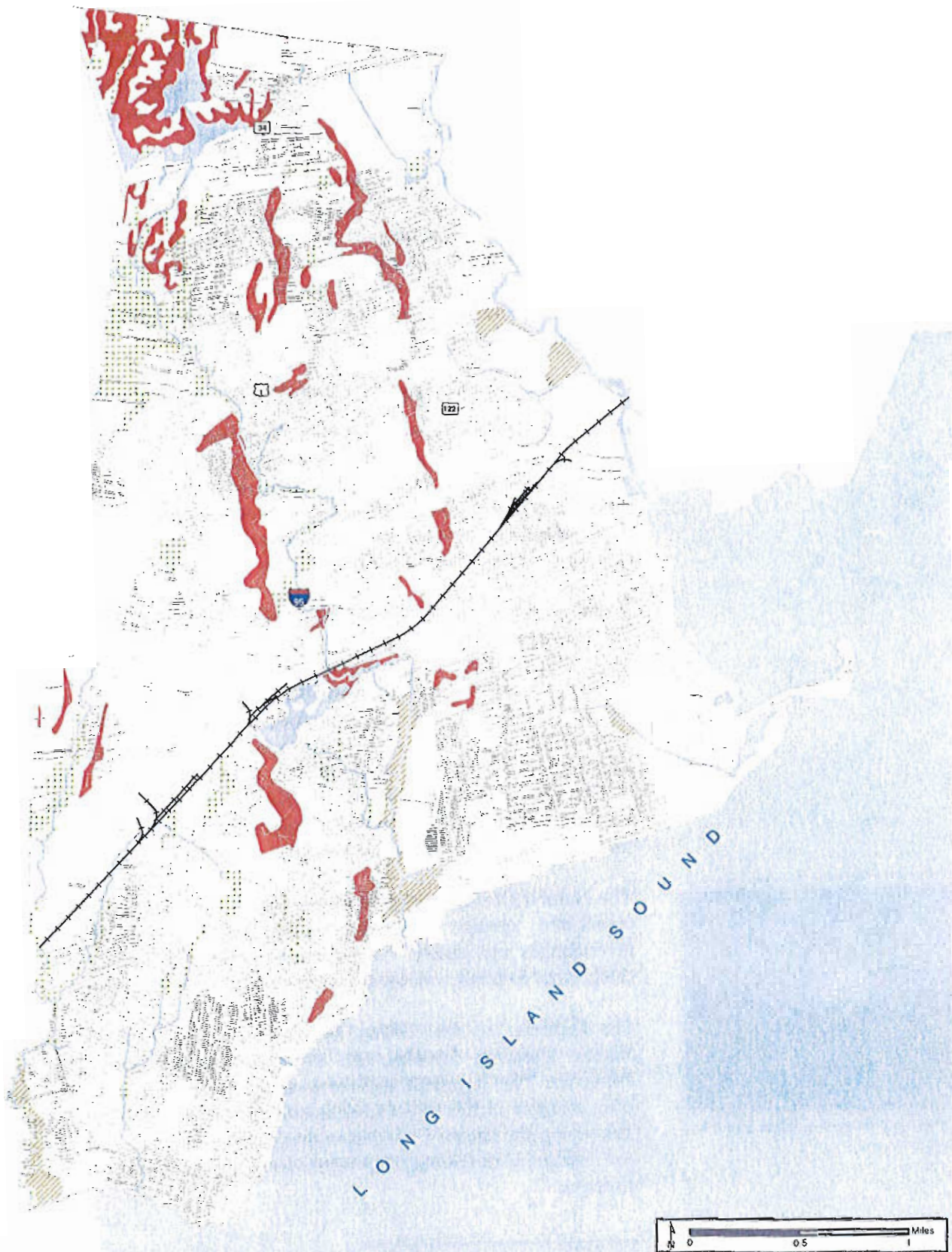
Land use patterns and human activity affect groundwater quality. Pollutants will tend to move within the natural flow regime of the groundwater through the underlying soil and bedrock. The many potential sources of groundwater pollution include leaks and spillage of petroleum products, improper waste disposal, septic systems, agricultural practices, and road salt application. A sustainable planning strategy should reduce, to the extent possible, the ongoing pollution of the City's groundwater for potential future uses.

E. FOREST LAND

The trees and forested areas of West Haven are important components to the city's character. Forests provide multiple benefits to the city including improvement of the community's appearance, enhancing energy efficiency and air quality, while providing habitat for wildlife and outdoor recreational opportunities. Fragmentation of forested tracts can



Coniferous Forest Along the Maltby Lakes



LEGEND

- TIDAL MARSH SOILS
- WETLAND SOILS
- SOILS WITH SLOPE IN EXCESS OF 15%

SOURCE:
USDA, NATURAL RESOURCE CONSERVATION SERVICE (NRCS)
CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL AND GEOGRAPHIC INFORMATION CENTER
HARTFORD, CONNECTICUT

*ONLY SOIL TYPES WITH A MINIMUM SLOPE OF 15% HAVE BEEN DEPICTED ON THIS MAP. OTHER SOIL TYPES WITH A MINIMUM SLOPE OF LESS THAN 15% AND A MAXIMUM SLOPE OF GREATER THAN 15% MAY EXIST. THIS MAP WAS DEVELOPED FOR USE AS A PLANNING DOCUMENT. DELINEATIONS MAY NOT BE EXACT.

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CITY OF WEST HAVEN
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& DEVELOPMENT



STEEP SLOPE &
WETLAND SOILS

There are 740 acres of deciduous and nearly 75 acres of coniferous forests within West Haven, with the largest concentrations of both deciduous and coniferous forests located in the northwestern region of the city, surrounding the Maltby Lakes.

have a devastating effect on wildlife habitat, timber production and water quality. There are 740 acres of deciduous and nearly 75 acres of coniferous forests within West Haven. The largest concentrations of both deciduous and coniferous forests are located in the northwestern region of the city, surrounding the Maltby Lakes.

The land surrounding Maltby Lakes comprises 124 acres of unfragmented deciduous forest and an additional 50 acres of coniferous forest. Other unfragmented forestlands exist throughout the city and may play an important role in the West Haven's open space strategy. However, forests that are held in private ownership are susceptible to changes in land use, and may have a substantial effect on the overall landscape of the city over time.

F. WILDLIFE HABITAT AND LISTED SPECIES

Despite the common perception of West Haven as a widely developed suburban community, portions of the city support a wide variety of plant and animal habitats. The combination of varied topography, forested tracts, abundant rivers, streams, lakes, ponds, and wetlands provides exceptional habitat for a variety of plants and animals. The following describes some of the specialized habitats that warrant special attention.

Endangered, Threatened, and Special Concern Species

In Connecticut, the protection of unique biological communities is held to a high standard. In support of this, the Connecticut DEP has inventoried sites across the state that contain habitats of endangered, threatened, and special concern species. These habitat areas are perceived as unique and receive special protection status from the state. The state has identified these sites in a special survey entitled "The Connecticut Natural Diversity Database", which is a centralized inventory of these unique habitat locations and represents the findings of many years worth of biological surveys.

The Natural Diversity Database breaks down the sites into the following taxonomic groups: mammals, birds, reptiles, amphibians, fish, invertebrates and plants. Within these groups, the species are further categorized as being endangered, threatened, or special concern.

The locations of sites within the city identified by the Connecticut Natural Diversity Database are illustrated on the Natural Resource Protection Plan as unique habitat areas. In addition to generalizing the exact location of these sites by delineating generous "blobs", information identifying the category of species that can be found at a specific site is not released to the public, as a means to protect these unique and fragile resources.⁴



A Piping Plover at a West Haven Beach

⁴ The CTDEP identifies all special species that may be found in at least one unique habitat area in a given county, in their document titled, "A County Report of Connecticut's Endangered, Threatened, and Special Concern Species."

Wildlife and Riparian Corridors

Wildlife corridors are contiguous segments of land that link animal habitat areas via likely routes of travel. Riparian corridors are undisturbed, naturally vegetated areas contiguous with and parallel to river and stream networks. Both of these corridor types often include undeveloped and partially developed areas that are either publicly or privately owned, and are illustrated in the map titled "*Significant Habitat and State Listed Species.*"

The protection of wildlife corridors is necessary to prevent localized isolation and possible extinction of sensitive plant and animal populations.

The protection of wildlife corridors is necessary to prevent localized isolation and possible extinction of sensitive plant and animal populations. Often, the biological integrity of a species is dependent on the interconnectivity of wildlife habitat to ensure a diversity of species. No formal inventory of wildlife migration routes is used to identify existing wildlife corridors in Connecticut. However, educated inferences of wildlife migration patterns, based on appropriate variables, can provide a logical first step towards wildlife corridor protection planning.

Similar to wildlife corridors, riparian corridors can provide many benefits, such as protecting our water resources, stabilizing stream banks, and improving wildlife habitat by providing travel corridors and improving aquatic habitat. Examples of potential riparian corridors in West Haven include the Oyster River, Cover River, West River, and Old Field Creek corridors. The recommended buffer width of these corridors varies depending on the targeted purpose of the buffer. The general buffer recommendation advocated by the CT Department of Environmental Protection is a minimum of 50 feet from the stream bank edge.

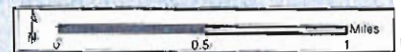
G. NATURAL RESOURCES GOALS & OBJECTIVES

GOAL:

Promote the conservation and preservation of natural resources as part of future development activity.

OBJECTIVES:

- Improve and protect water quality by promoting land use and development regulations that respect watercourses and wetlands.
- Protect flood prone areas in the city through the use of floodplain protection measures.
- Consider expanding upon the minimum 50-foot non-disturbance buffer distance from all wetlands and watercourses within the Wetlands Regulations.



LEGEND

- NATURAL DIVERSITY DATABASE LISTED SPECIES
- POTENTIAL WILDLIFE CORRIDORS
- POTENTIAL RIPARIAN CORRIDORS

CITY OF WEST HAVEN PLAN OF CONSERVATION & DEVELOPMENT



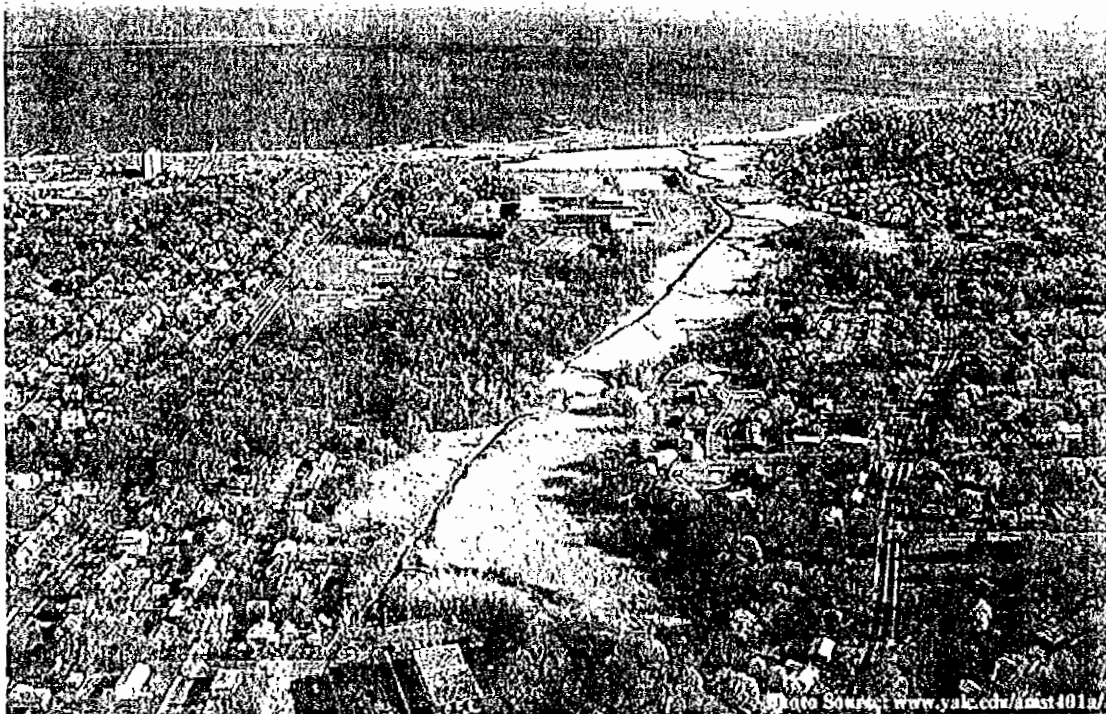
SIGNIFICANT HABITAT & STATE LISTED SPECIES

SOURCE:
CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL AND GEOGRAPHIC INFORMATION CENTER
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The Lower Cove River

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V. COASTAL RESOURCES

A. INTRODUCTION

West Haven possesses significant coastal resources that will influence the City's future. Established in 1980, the Connecticut Coastal Management Act (CMA) includes policies, standards, and procedures to guide local decisions concerning Connecticut's coast, and enables municipalities to establish local programs of their own. West Haven has been active in the State Program since its first Coastal Management Program in 1982, which was later updated in 1991. These programs have protected the City's coastal resources, including high quality public sandy beaches, tidal flats, and tidal wetland systems. Drawing upon the earlier programs, this update should be considered an important component of the City's overall Coastal Management Program and its Plan of Conservation and Development.

B. COASTAL LAND & WATER RESOURCES

Long Island Sound's coastal waters are a complex system of discrete water masses and substrates, which form a large estuary that is an unusual semi-enclosed, northeast-southwest oriented basin with restricted passages to the ocean at each end. As defined by the CMA, the coastal waters of the Sound include the sound itself, along with its "harbors, embayments, tidal rivers, streams, and creeks, which contain a salinity concentration of at least 5 ppt under low flow stream conditions." Areas that fall under the Coastal Area Management (CAM) program are illustrated on the map titled "Coastal Resources."

Water Quality

The Coastal Management Area of West Haven is primarily drained by the Oyster River, Cove River, West River, and to a lesser extent Old Field Creek. Of the three major rivers, the West River has the largest drainage basin that includes sections of five municipalities. These rivers directly influence the water quality of the City's coastal waters.

Water pollution includes point source and nonpoint source (NPS) contamination. The City's largest point source facility is its sewage treatment facility along First Avenue near Sandy Point. This plant has experienced problems with sanitary sewer overflows that stem from pump station failures, sewer line leakage and breakage, and lack of capacity. The City is currently updating its Wastewater Management Plan, which shall provide suggestions for necessary improvements.

NPS pollution is more difficult to identify, regulate, and control. Run-off from impervious surfaces picks-up contaminants as it sheetflows and either directly or gradually enters coastal waters. The most common NPS pollutants in West Haven include sediments, nutrients, toxic substances, petroleum products, and pathogenic microorganisms.



Savin Rock Beaches

Photo Credit: City of West Haven
Economic Development Corporation



West River Area

Photo Credit: City of West Haven
Economic Development Corporation



Bradley Point and Cove River

Photo Credit: City of West Haven
Economic Development Corporation

Nonpoint source pollution (NPS) is a significant source of pollution in the coastal waters of West Haven. In comparison to point source pollution, NPS pollution is more difficult to identify, regulate, and control.



SOURCE:
NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION
(NOAA) ENVIRONMENTAL SENSITIVITY INDEX DATA (2001)






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ACT OF 1972, AS AMENDED, ADMINISTERED BY THE OFFICE OF
OCEAN AND COASTAL RESOURCES MANAGEMENT, NATIONAL
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LEGEND

-  INTERTIDAL FLATS
-  COASTAL AREA MANAGEMENT (CAM) BOUNDARY
-  WETLANDS
-  ROCKY SHOREFRONT
-  BEACHES

-  NESTING SITES FOR SHOREBIRDS
-  SHELLFISH CONCENTRATION AREAS

CITY OF WEST HAVEN

PLAN OF CONSERVATION
& DEVELOPMENT



COASTAL RESOURCES

According to the Connecticut General Statutes, communities along Long Island Sound must give special consideration to the protection and restoration of the estuary's ecosystem. Section 8-23, pertaining to Plans of Conservation and Development, requires that coastal communities maintain a Plan that is designed to reduce contaminants and improve the water quality in Long Island Sound. Specific recommendations found throughout this chapter and in the Action Agenda are designed to protect West Haven's coastal resources, thereby meeting this objective.

Numerous regional, state, and federal programs exist that can help direct the City's efforts at water quality management. These programs are comprehensive, often covering a range of strategies aimed at curbing the negative impact of nonpoint source pollution including: best management practices; monitoring and assessment techniques; demonstration projects; technical assistance; public education and involvement; and watershed management. The Connecticut Department of Environmental Protection has recently established a Nonpoint Source Management Program. This program provides a framework to help coastal communities enhance their efforts at addressing storm water runoff and containing harmful contaminants. West Haven officials should review this program as a starting point in protecting the coastal resources.

The DEP has established the goal of "SB" for West Haven's coastal water quality. Unfortunately, the quality of the area's coastal waters does not yet meet this goal. Challenges to reducing pollution are immense, involving complex land use patterns across broad areas and municipal and private wastewater and storm water treatment systems.

Tidal Wetlands

Tidal wetlands are "areas which border on or lie beneath tidal waters and whose surface is at or below an elevation of one foot above local extreme high water," and are capable of growing particular plant species. They improve water quality by trapping sediments, reducing turbidity, breaking down toxics and heavy metals, locking in excess nutrients, buffering storm surges and absorbing wave energy. Notable areas are found along the Oyster River; near the former landfills; and along the Cove and West Rivers. The restoration of the Old Field Creek salt marsh is currently underway, and will encourage vegetation, migratory birds, and fish communities to gradually return to a healthier habitat area.

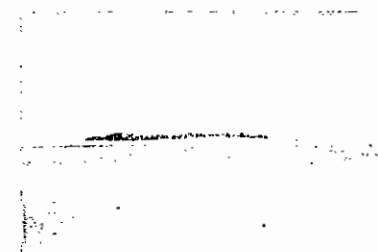
Rocky Shorefronts

Rocky shorefronts are outcroppings of bedrock, boulders, and cobbles that are highly resistant to weathering and form the interface between terrestrial and aquatic environments. These areas serve as feeding and refuge areas for various coastal species, and also provide scenic vistas and recreational opportunities for climbing and observing wildlife. Areas classified as rocky shorefront in West Haven include: Bradley Point, Savin Rock, and the area between the two beaches at Oyster River Beach, and are illustrated in the map titled "Coastal Resources".



Tidal Wetlands near Sandy Point

Notable tidal wetland areas are located along the Oyster River near the City of Milford, adjacent to the former landfills along the West River, and along the Cove and West Rivers.



Tidal Flats near Bradley Point

Intertidal Flats

Intertidal flats are sheltered areas of fine-grained sands and muds that are exposed at low tide, often forming transition zones between estuarine embayments and tidal wetlands. They offer highly productive habitats that play a key role in the estuarine food web, and provide exceptional opportunity for wildlife observation. These areas, illustrated in the map titled "*Coastal Resources*," are protected by the prohibition of activities that may cause erosion or degrade the habitat.

Beaches and Dunes

The CMA defines beaches and dunes as "moderately sloping dynamic areas abutting coastal waters that consist of water worked sands, gravels, and cobbles." West Haven's shoreline includes a 1.5-mile long multi-use boardwalk that links several public beaches. The City's waterfront has become a major open space corridor, anchoring the southern edge of an interconnected, citywide system of open spaces, parks and recreational areas, making the waterfront readily accessible to the public.

There are eleven named municipal public beaches that collectively yield over 3 miles of public beachfront in the City. The locations of these beaches are depicted on the "Existing Parks & Open Space" map. The December 2003 Coastal Resources and Considerations memorandum includes a summary of the existing conditions of the City's beaches regarding erosion related issues.

Shellfish Concentration Areas

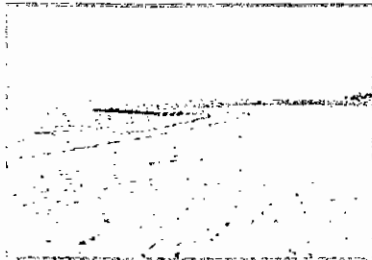
Shellfish concentration areas provide habitat for shellfish, provide sources of food for marine life, afford economic opportunities for aquaculture, and provide employment through this industry. Most shellfish concentrations in West Haven waters are beds of eastern oysters or hard-shell clams, illustrated in the "*Coastal Resources*" map. Due to poor water quality, all the shellfish beds in the West Haven area are closed to recreational and direct commercial harvest.

Modified Bluffs and Escarpments

Bluffs and escarpments are naturally eroding shore lands often marked by cliffs that have substantial slopes. These areas are a significant sediment source for other features such as beaches and dunes. The largest area of modified bluffs and escarpments consists of seawalls between South Street and Annawon Avenue and protects the neighborhoods located seaward of Ocean Avenue. Other areas with such features include Savin Rock and Bradley Point.

Riparian Corridors

The major riparian corridors in the City include the West River, the Old Field Creek tidal estuary, the Cove River, the Oyster River, and all related tributaries and water bodies. These corridors form a north/south oriented network that links the City's shoreline greenways, open space, and associated recreational resources. Riparian corridors help protect the



South Street Beach with Erosion Control Structure



West Haven Boardwalk

water quality in Long Island Sound and are often effective in attenuating runoff and reducing erosion.

C. COASTAL HAZARD AREAS

Coastal hazard areas (CHA) include lands inundated or eroded during coastal storms, and are designated as either A-zone or V-zones. During 100-year floods, A-zones are subject to still water flooding and V-zones are subject to direct actions by waves of three feet or greater in height.

Much of West Haven's coastal area is found within coastal hazard areas, including land east of Front Street and between Clifton Street and Mix Avenue near the West River. CHAs are also found east of First Avenue and Water Street, near Old Field Creek including Morse Park and Chamber of Commerce Park, and along Beach Street. The properties seaward of Captain Thomas Boulevard are also within the CHA, which extends inland along the Cove River, and encompasses a large area east of Platt Avenue, including the West Haven High School Campus and much of Painter Park. Southwest of the Cove River, the CHA includes beaches seaward of Ocean Avenue extending to the area around South Street. The residential neighborhoods west of South Street nearest the shoreline and along Ruby Road and the Oyster River are also within the hazard area. The coastal hazard areas are shown on the map titled "*FEMA Floodzones*".

D. ISSUES, OPPORTUNITIES, AND CONSTRAINTS IN THE COASTAL AREAS OF WEST HAVEN

West Haven's shorefront can be classified among three different coastal planning areas. The resources within these planning areas share similar qualities that may be spread over a wide portion of the City's coastline. The discussion below briefly describes these areas and the various pressures they face.

The Long Island Sound Shorefront

West Haven's municipally owned beachfront serves as a model of public access to the waterfront. Sandy beaches typify most of this area, while modified bluffs and escarpments characterize the southernmost shorefront. The Savin Rock redevelopment area is also located along the shorefront, separated from the sandy beaches by the multi-use walk/bike path. Ocean Avenue, Captain Thomas Boulevard, and Beach Street represent the main vehicular thoroughfares providing access to the area. As a district, the West Haven beachfront represents one of the most attractive waterfront destinations in the region. With this widespread attraction, the shorefront is constantly facing a multitude of pressures.

This highly valued area constantly faces pressure from various sources, while offering distinct opportunities. The ongoing problem of shoreline erosion continues to be an issue, and has lead to recent sand



SOURCE: PARCEL MAP:
CITY OF WEST HAVEN ENGINEERING DEPARTMENT (2003)
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
CITY OF WEST HAVEN FLOODPLAIN
(JUNE 1996)

*NOTE: 100 YEAR FLOOD ZONES HAVE BASE ELEVATIONS
AS FOLLOWS:
A8 ZONES - EL. 11', 12'

REFER TO FIRM FLOOD INSURANCE RATE
MAP COMMUNITY PANEL NUMBER 050092
FOR LOCATIONS OF ZONE SEGMENTS

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Legend

100 - Year FEMA Floodzone*



500 - Year FEMA Floodzone

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& DEVELOPMENT



FEMA Floodzones

replenishment efforts executed by the Army Corps of Engineers. The area's popularity as a waterfront destination has also resulted in increased desirability of development, particularly near Savin Rock.

In light of the upcoming expiration of the waterfront redevelopment plan for the Savin Rock area in early 2006, the City should begin formulating a specific strategy for managing future land uses in this area. Public input should be incorporated into the planning process from the beginning, to ensure that the community's concerns are acknowledged and addressed throughout the process. It should be noted that the current zoning regulations for the land encompassing the redevelopment area are actually more restrictive than the redevelopment plan itself, which should result in greater discretion for any changes in future land use in the waterfront area.

The potential for development must be balanced with the preservation and sustainability of the coastal resources. In addition, the waterfront attracts great pedestrian activity, and enhancements to improve traffic and pedestrian safety in the area should be pursued. Improvements can also be made to improve and secure public and visual access to the beach, to ensure that this amenity remains easily accessible to all city residents.

Oyster River, Cove River, and Old Field Creek Tidal Estuaries and Riparian Corridors

The land adjacent to these three watercourses encompasses a wide variety of land use and ownership types, making the task of planning for the sustainability of these resources a challenging one. The water quality of these rivers ultimately flows into and influences the water quality of Long Island Sound. A great difficulty in planning for this area is that the quality of these corridors is ultimately a result of countless individual decisions made by private and public landowners. An effective approach for this planning area must have large-scale and small-scale perspectives.

The presence of wetlands regulations currently prevents the further encroachment of development into areas unsuitable for building. Uncontrolled storm water may carry contaminants from impervious surfaces into watercourse areas, thereby compromising the water quality via nonpoint source pollution. Without any specific storm water regulations, the City is at a slight disadvantage in addressing this issue. Roadside dumping has been a persistent problem in West Haven throughout the past several coastal planning periods, and remains in some low-lying undeveloped areas where no barriers deter such activity. Public access could be improved to some areas to capitalize upon greater recreation potential, and providing continuous sidewalks to link watercourse areas where feasible can increase pedestrian safety.

The West River Crossing proposal may serve as a model for future redevelopment in the city, encompassing a high-quality design and rich mixture of land uses that capitalize upon its distinct locational attributes.

West River Corridor

The West River coastal planning area encompasses the land north of Elm Street, east of Front Avenue and Forest Road, and has historically

accommodated heavy industrial and manufacturing activities. This riverfront environment is distinguished from other city rivers due to the intensity of industrial land uses in the area and the resulting negative environmental impacts. The West River and its water quality are directly impacted by land use patterns in multiple jurisdictions, making the task of planning for the enhancement and sustainability of this resource a regional objective. The West River Crossing proposal may serve as a model for future redevelopment in the area, encompassing a high-quality design and rich mixture of land uses.

The heavy industrial activities have resulted in environmental quality issues, making the monitoring and remediation of this area a high priority for the future. In areas appropriate for development, public and private redevelopment efforts would result in a greatly enhanced environment, and could follow the model provided by the West River Crossing project. Future planning efforts should secure optimal waterfront lands for only water-dependent activities, and public access to the waterfront should be considered as an appropriate alternative where water-dependent activities are not feasible. There is potential to reserve substantial land for open space and recreation purposes, including the former landfill properties.

E. COASTAL RESOURCES GOALS & OBJECTIVES

GOAL:

Implement land use policies that effectively protect and responsibly manage the coastal resource areas of West Haven.

OBJECTIVES:

- Future development at locations with direct frontage on coastal waters should be dominated by water-dependent uses.
- The City's land use regulations should offer greater protection of sensitive coastal resources.
- Recreational marine uses along the City's waterfront, especially along the West River, should be maintained and preserved into the future, and should be protected from any potential negative impacts associated with redevelopment in waterfront areas.
- Areas with zoning and land use inconsistencies should be assessed for the suitability of current zoning classifications.
- Development should be discouraged in areas that are unsuitable due to recurrent flooding, unique aesthetic qualities, or characteristics of wetlands.

Future development at locations with direct frontage on coastal waters should be dominated by water-dependent uses.

Areas with zoning and land use inconsistencies should be assessed for the suitability of current zoning classifications.

Residential stability should be supported via protective zoning in transition areas and landscaped buffers.

- Residential stability should be supported via protective zoning in transition areas and landscaped buffers.
- Neighborhood improvement should be recognized and promoted. Several areas stand to benefit most from enhancement efforts.
- Physical and visual access to the waterfront should be maintained and enhanced where possible.
- Locations that have conflicting or mixed land used should be identified and ameliorated.
- The character of existing neighborhood commercial areas should be preserved, with improvements encouraged in areas, which have exhibited significant physical deterioration.
- Large retail and commercial development should be limited to those areas that can adequately support the parking and traffic circulation needs generated by such development, to areas that do not economically threaten other retail and commercial areas in close proximity, or threaten the stability and integrity of adjacent residential neighborhoods.
- Commercial and industrial areas adjacent to residential areas and sensitive coastal resources should require lot sizes which are adequate for appropriate parking, loading, turning and landscaping buffers necessary to such development.
- Both visual and physical access to the water from adjacent residential neighborhoods must be maintained through easements and limitations on height and siting of buildings.
- Priority should be given to water dependent uses in the waterfront area; and to encourage future non-water dependent industrial and commercial uses to locate inland; maintain existing water-dependent uses.
- Future non-water-dependent industrial and heavy commercial uses on the waterfront that have adverse impacts on water quality should be discouraged. For water-dependent uses that pose the potential for adverse impacts, efforts should be made to minimize those impacts.

Physical and visual access to the waterfront should be maintained and enhanced where possible.
The City should consider revising its zoning regulations to mandate public access along the waterfront for most non-residential, non-water-dependent uses.

Large retail and commercial development should be limited to those areas that can adequately support the parking and traffic circulation needs generated by such development, to areas that do not economically threaten other retail and commercial areas in close proximity, or threaten the stability and integrity of adjacent residential neighborhoods.

GOAL:

Effectively plan for the necessary public and capital improvements to ensure the continued protection of the City's coastal resources.

OBJECTIVES:

Improvement of the City's sanitary sewer system is essential to the overall economic climate of the City, the water quality of the Sound, and public enjoyment of the City's coastal resources, and should be a City priority.

Revise zoning regulations to include a section on Storm Water Management. Such regulations have been successfully employed in surrounding communities to effectively address water quality concerns.

Continue the non-structural rehabilitation of West Haven's beachfront through beach nourishment, dune reestablishment and natural vegetation plantings, and mitigate shorefront erosion problems by non-structural means where possible.

- Improvement of the City's sanitary sewer system should be a City priority. This is essential to the overall economic climate of the City, the water quality of the Sound, and public enjoyment of the City's coastal resources.
- Recommendations made in the Master Drainage Plan that are consistent with coastal policies should be implemented.
- Pursue and implement a comprehensive Flood Control Study along the entire Cove River corridor that identifies the most critical places for improvement and recommends potential solutions.
- Control of upland storm water run-off should be improved to preserve water quality and wetland habitats in the lowlands.
- Existing and potential pollution problems should be identified; steps to correct them should be implemented.
- Additional outdoor and underground storage that degrades the environment should be prohibited.
- Dumping should be discouraged by using barriers and by increasing supervision and regulations.
- Existing drainage channels and devices should be improved and maintained.
- Drainage improvements to reduce erosion from run-off and pollution from nonpoint sources should be implemented within the coastal management area and adjacent upland areas.
- Continue the non-structural rehabilitation of West Haven's beachfront through beach nourishment, dune reestablishment and natural vegetation plantings, and mitigate shorefront erosion problems by non-structural means where possible.
- Shorefront development in coastal hazard areas should be discouraged when such development would require major structural erosion or flood hazard protection.
- Safe, pedestrian traffic should be provided and enhanced along the shorefront.
- Considerations should be given to improving accessibility to coastal resources as a part of highway, bridge, drainage and other municipal improvements.

GOAL:

Plan for and implement improvements and enhancements to the City's parks and open space network that balance public use and preservation of coastal resources.

Public access for recreational marine activities, fishing and boating should be expanded.

OBJECTIVES:

- Enhance and maintain City owned beaches and waterfront areas as an invaluable environmental and recreational resource.
- Enhance and maintain City parks and open space lying within the coastal management areas.
- Encourage public access to coastal waters by expansion, development, and effective utilization of City owned facilities within coastal area while simultaneously protecting the coastal resources in an ecologically friendly manner.
- Public access for recreational marine activities, fishing and boating should be expanded.
- Wetland areas should be recognized as areas vital for flood control, aesthetic quality, flood control, aesthetic quality, food sources and wildlife habitat and measures to protect and enhance them should be taken.
- Develop functional recreational, greenway and open space linkages between West Haven neighborhoods, parks, schools and other municipal properties using the riparian corridors to the extent feasible and linking to the beachfront boardwalk as the spine of the system.



The West Haven Shoreline

VI. OPEN SPACE AND RECREATION

A. INTRODUCTION

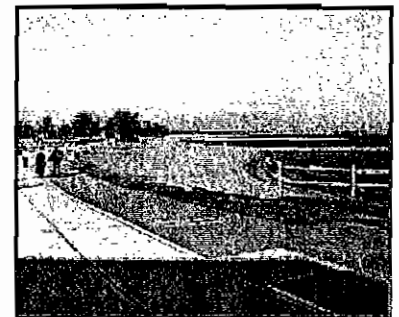
The quality, quantity and variety of parks and open spaces are important attributes that help define and strengthen the character of West Haven. In addition to facilities dedicated to active recreation, a variety of natural “passive” open spaces add to the character of the City and provide a resource where people can connect with elements of nature. The benefits of parks and open space are multifaceted in that they provide opportunities for social interaction and healthful activities, preserve natural features and environments and enhance community character, positively affecting property values and the marketability of the community.

Recreational activities in West Haven have evolved over the years to the point where organized sports and formal recreation programs are the focus of both adolescent and adult active recreation. The increasingly high participation and longer length and variety of sport seasons require dedicated facilities, an important consideration when creating capital improvement plans for the community. In addition, providing opportunities for informal recreation (i.e. walking, jogging, skating, biking) is important to meet the growing needs of the community. Greenways or linear trails, such as West Haven’s Beachfront Boardwalk provide this opportunity. When properly planned, greenways and the City’s system of sidewalks can link existing parks and open space areas with neighborhoods and community facilities, including schools, and provide an interconnected network serving City residents.

West Haven’s network of parks and open space provides benefits as community gathering places, fostering social interaction in an attractive environment. On another level, these community assets can benefit property values and the marketability of the City. As consistently demonstrated in the real estate market, people are willing to pay more money for a home in close proximity to parks and open space than a similar home that does not offer this amenity.⁵

The park and open space resources found in West Haven are generally in good condition with some facilities in need of improvement. A majority of the City’s open space, parks and recreational facilities are concentrated in the southern half of the City, south of I-95. This distribution reflects the City’s historical development patterns, with more City residents living south of I-95, resulting in a higher demand for neighborhood parks, schools and other active recreation facilities. As residential development expanded into northern West Haven, a number of parks, recreational facilities and open spaces resources have been developed and preserved. The existing inventory of parks and open spaces can be considered one of West Haven’s important assets as they provide green focal points to

West Haven’s network of parks and open space provide benefits to the community beyond a place to recreate.



Beachfront Boardwalk

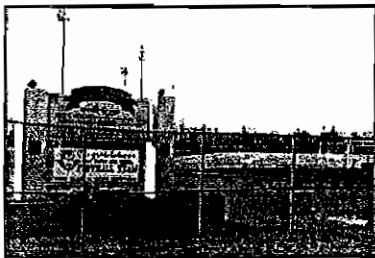
As consistently demonstrated in the real estate market, people are willing to pay more money for a home in close proximity to parks and open space than a similar home that does not offer this amenity.¹



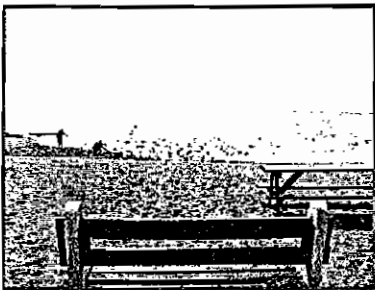
A Neighborhood Park

⁵ Crompton, John L., Parks and Economic Development, American Planning Association, Planning Advisory Service Report Number 502, November 2001.

While the City's existing inventory of parks and open space resources provides a wide array of recreational opportunities, there is potential for improvement to meet the changing needs of the community.



High School Athletic Complex



Oyster River Beach

the City's neighborhoods and provide recreational opportunities for City residents. While the City's existing inventory of parks and open space resources provides a wide array of recreational opportunities, there is potential for improvement to meet the changing needs of the community. This section of the POCD summarizes the existing recreation and open space resources in West Haven and recommends improvements to maintain an attractive system that fulfills future community needs.

B. EXISTING PARKS AND OPEN SPACE

Open space is often described as land used for agriculture, parks, natural areas, forests, camping, fishing, wetland preservation, wildlife habitat, reservoirs, hunting, golfing, boating, swimming, snowmobiling, historic and scenic preservation. Based on this description, the map titled "Existing Parks and Open Space" is attached to illustrate the location of active and passive recreational facilities and open space areas. The active recreation facilities consist of parks, playgrounds, playing fields and school yards, while passive areas include West Haven's beaches and boardwalk, protected natural areas, flood control property and other open space areas. The inventory also includes cemeteries as passive open space.

In addition to City owned property, the "Existing Recreation and Open Space" map shows lands held for by the South Central Regional Water Authority. These lands are likely to remain as open space and continue to support the recreation, conservation and preservation objectives as set forth in this plan.

West Haven also has a history of conserving, protecting and utilizing its unique waterfront resources. As a result the City has been able to develop the most extensive municipal system of public beaches in Connecticut and has added to the enjoyment of this resource through the development of West Haven's beautiful beachfront boardwalk. This system represents one of the most popular greenway facilities in Connecticut.

Existing Parks and Open Space Inventory

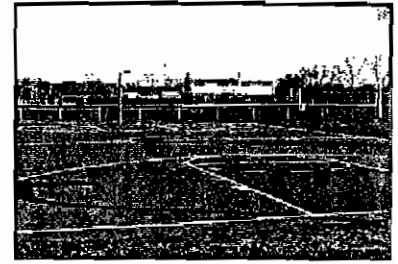
The inventory of parks, recreation and open space resources in West Haven totals approximately 1,067 acres or 15% of the City's total land area. The land included in the inventory is summarized in Table 10 and is categorized based on whether it is used primarily for active or passive recreation. In addition to the brief synopsis below, the detailed Parks, Recreation & Open Space Report prepared as part of the Plan of Conservation and Development update process contains a complete description, status, and recommendation for each park in the system.

Table 10
City Of West Haven
Parks, Recreation & Open Space Inventory

Active Open Space		Passive Open Space	
<u>Public Ownership</u>	<u>Acres</u>	<u>Public Ownership</u>	<u>Acres</u>
Benham Hill Field	7.2	City of West Haven	
Boat Ramp	0.7	Allintown Green	0.5
Brennan Field	3.8	Bayview Place Park	2.1
Chamber of Commerce Park	20.6	City Green	5.3
Contact Drive Park	2.7	Hubbard Farm's Park	7.4
Duffy Soccer Complex	11.9	Morrissey Park	3.7
Glade Street Park	3.5	Old Grove Park	6.2
Morse Park (and Beach St. Skate Park)	29.4	Raye Park	7.8
Nike Site Park	18.4	Second Ave Triangle	1.2
North End Park	2.6	Shingle Hill Park	4.2
Ocala Street Playground	0.3	Woodmont Ave Park	1.8
Peterson Farms Fields	14.1	Other Open Space (6)	163.1
Quigley Park	7.1	Subtotal	203.3
Swampscott Park	5.9	Municipal Beaches	
Warley Field	N/A	Altschuler Beach	
Subtotal	128.2	Bradley Point	
		Dawson Ave Beach	
		Morse Beach	
		Morse Ave - Washington Ave Beach	
		Oak Street Beach	
<u>Public School ⁽¹⁾</u>		Oyster River Beach	
Forest School	11.9	Prospect Beach	
Carrigan School	35.2	Sandy Point	
Thompson School	2.2	Sea Bluff Beach	
Molloy School	9.9	South Street Beach	
Stiles School	2.7	Subtotal	153.2
Washington School	3.8		
Savin Rock School	3.4	<u>Private Ownership</u>	
West Haven High School	44.9	Yale University	12.8
Macrille School	15.5	South Central Regional Water Authority	279
Bailey School	17.4	Subtotal	291.8
Pagels School	7.6		
Seth Halley School	17	<u>Cemeteries</u>	
Subtotal	171.5	Beth El-Keser Israel	0.3
		Bikur Congregation Cemetery	0.1
NOTE: City-owned Playgrounds exist at each Elementary School		Catholic Cemetery Assoc. Cemetery	70.23
		City of New Haven Cemetery	25.3
		Jewish Community Cemetery	0.4
		Keser Congregational Cemetery	0.7
		Oak Grove Association Cemetery	20.8
		Workmen's Assoc. Inc. Cemetery	1.1
		Shalom Cemetery	0.5
		Subtotal	119.43
ACTIVE TOTAL	299.7	PASSIVE TOTAL	767.7
GRAND TOTAL 1067.4 ACRES			
Source: City of West Haven, Parks and Recreation Department; HMA Field Survey			
⁽¹⁾ Acreage represents total area for municipal schools buildings, fields, and playgrounds			

Active Recreation Facility Overview

Active recreational facilities are defined as areas that accommodate organized sporting activities such as baseball, basketball, soccer or tennis and schools. These facilities may also provide playscapes for younger children. Together these parks, playing fields and schools total approximately 300 acres of public recreation area. While most facilities are owned and maintained by the City, several privately held facilities also exist within the City boundaries. Most of these facilities are associated with private schools such as the University of New Haven and Notre Dame High School.



Morse Park Playground

West Haven's system of parks and recreation has as its foundation a network of small neighborhood and school-associated recreational facilities. These facilities provide an infusion of needed recreational space into residential neighborhoods, while also serving as important links in the overall parks and open space system. Reinforcing this existing foundation should receive top priority to ensure that maximum use can be made of each facility. If proper attention is not paid to the local foundation of the parks system, not only will individual neighborhoods lack sufficient recreational resources, but also the entire city-wide open space network will be weakened. Maintaining and improving options for active recreation, as well as passive recreation is an important component of the parks and open space plan.

West Haven's system of parks and recreation has as its foundation a network of small neighborhood and school-associated recreational facilities.

Passive Recreation Facility Overview

Passive recreational facilities are areas that provide low impact recreation such as hiking or picnicking with minimal development or improvements. If improvements have been made they typically include little more than park benches or picnic areas. Some areas included in this inventory function as natural conservation areas, such as water company land and marshland and are generally left as natural, undeveloped open space.



Hubbard Farms Nature and Education Center

In West Haven, passive recreation and open space areas total approximately 767 acres or 11% of the City's total land area. Much of the land within this open space inventory (57%) is owned and maintained by entities other than the City of West Haven, including 279 acres owned by the South Central Regional Water Authority in the northern area of the City. West Haven's inventory of passive recreation and open space is illustrated on the map titled "Existing Parks and Open Space" and summarized in Table 10. It is important to note that while it is reasonable to expect city-owned land to remain as open space well into the future, privately held land included in the inventory of passive recreation and open space is not necessarily protected in perpetuity.

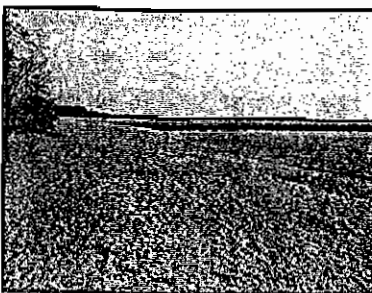


Recent Open Space Acquisition at the Cove River

In looking to the future, it will be important to maintain and add to parks and open space resources that are adequate in extent, strategic in location and equitable in distribution to meet the active and passive needs of City residents.



Old Field Creek Marshes



West Haven's Waterfront

C. FUTURE OPEN SPACE SYSTEM

The City of West Haven offers a diverse park and open space system to its current residents. The quantity and quality of West Haven's beachfront resources are unique and represent exceptional recreational opportunities for residents. In looking to the future, it will be important to maintain and add to parks and open space resources that are adequate in extent, strategic in location and equitable in distribution to meet the active and passive needs of City residents. The future of existing parks and open spaces will depend in part on the efficient use and regular maintenance of existing resources, in addition to strategic additions the City's current inventory.

Criteria for future open space acquisition

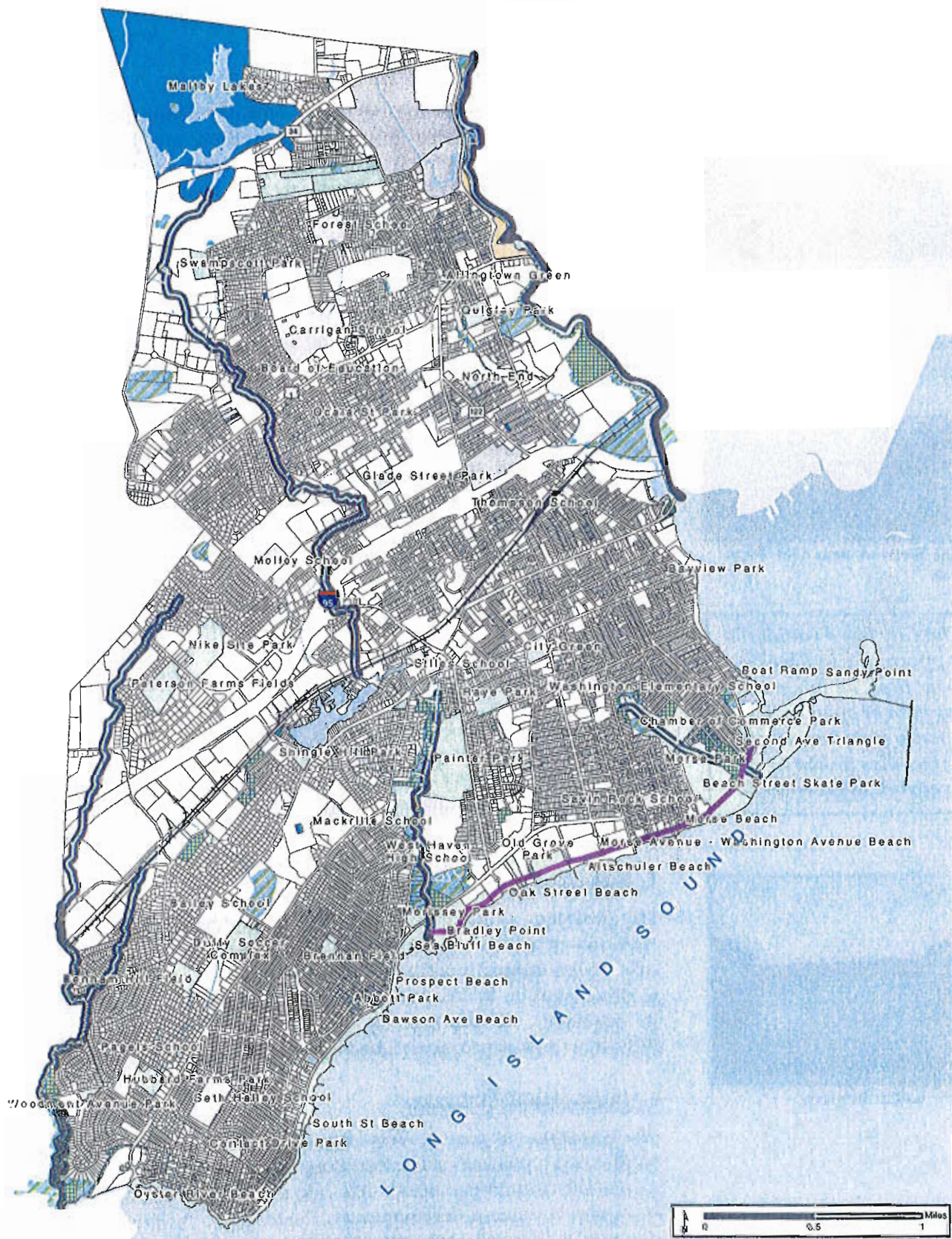
An important component of the open space plan is identifying locations to focus future open space protection efforts. In order to become proactive in implementing such a policy, it is necessary to develop criteria from which to identify whether a site that becomes available for acquisition possesses unique natural resource characteristics that will enhance the City's overall open space network or will provide a significant benefit to City residents in the provision of needed recreational resources. The following is a list of key objectives that can be utilized in focusing future open space protection efforts:

- Priority open space will link existing parks and open spaces together to form interconnected greenways;
- Open space will preserve natural drainage areas including waterways and surrounding wetlands, marshes and floodplains;
- Open space will protect unique and significant natural features including "critical or threatened habitats."

General places within the City of West Haven that may meet the above criteria and therefore should be targeted areas within the future parks and open space network are summarized below, and highlighted in the map titled *"Proposed Parks and Open Space Plan"*.

1. Linkage and Expansion of Existing Open Space (Greenways):

While current City parks and recreation facilities offer residents many opportunities for active and passive recreation, West Haven should look toward the future to identify and prioritize potential expansion of park and open space resources, while also looking to create linkages that provide desirable connections among them. West Haven's waterfront can be viewed as a major open space corridor, anchoring the southern edge of an interconnected, citywide system of open spaces, parks and recreational areas. The City's beaches and the 1.5-mile boardwalk from Bradley Point to Captains Galley combine to offer 3 miles of open space greenway along this beautiful shorefront corridor.













SOURCE
PARCEL MAP
CITY OF WEST HAVEN ENGINEERING
DEPARTMENT (2003)

LAND USE DATA
CITY OF WEST HAVEN ASSESSORS
DEPARTMENT (2003)

THIS MAP WAS DEVELOPED FOR USE
AS A PLANNING DOCUMENT.
DELINEATIONS MAYNOT BE EXACT.

HARRALL-MICHALOWSKI
ASSOCIATES, INCORPORATED

LEGEND

- | | | | |
|---|-------------------------|---|---|
|  | Municipal Ownership |  | Watercourse Corridor |
|  | Public Schools |  | Focus Areas |
|  | With Playgrounds |  | Commercial Recreation |
|  | Desirable Open Space |  | South Central Regional
Water Authority |
|  | Cemeteries |  | Private Open Space |
|  | Marsh and Tidal Estuary |  | Existing Boardwalk |

CITY OF WEST HAVEN

PLAN OF CONSERVATION & DEVELOPMENT



PROPOSED PARKS & OPEN SPACE PLAN

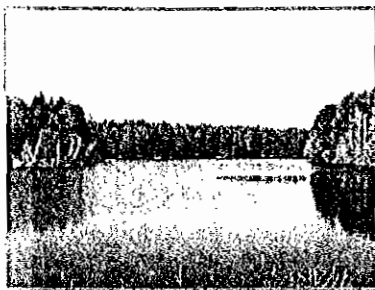


Cove River Corridor



Tidal Wetland near Old Field Creek

The City has a wonderful opportunity to develop, over time, an integrated system of open spaces, parks and recreational facilities linked by a network of greenways.



Maltby Lakes Property

2. Riparian Corridor Protection

As described in the section on Environmental Considerations, several rivers and their associated tidal estuaries, wetlands and flood plains are located within the City of West Haven. They include: the West River, including the Spring Street salt marsh; the Old Field Creek tidal estuary; the Cove River, with its extensive tidal estuary, upland wetlands, tributaries and Phipps Lake; and the Oyster River, including an extensive tidal estuary. The watersheds of these rivers drain most of the City's land area.

The protection of land directly adjacent to the City's watercourses, including associated tidal estuaries, salt marshes, upland wetlands and floodplains, is an important focus of the City's future open space plan. Continued implementation of the City's wetland and floodplain regulations to ensure that the watercourses are properly protected from development and storm water runoff is recommended. In addition, protection or acquisition of parcels adjacent to watercourses susceptible to flooding or parcels that contain important natural resources will help preserve the City's riparian habitats and water quality.

The protection of riparian corridors is an important component to the implementation of future open space protection efforts. These corridors, and their associated tributaries and waterbodies, form a north/south network that link with the City's shorefront open space and recreation resources. The City has a wonderful opportunity to develop, over time, an integrated system of open spaces, parks and recreational facilities linked by a network of greenways. Riparian corridors offer the potential to form important links within this interconnected system of greenways that could extend from the most northern areas of the City, southward to Long Island Sound.

3. Regional Water Authority Owned Property

The protection of property owned by the South Central Regional Water Authority should be considered a priority if these lands are offered for sale. As has happened in the past in West Haven, the RWA could decide to divest lands in the Maltby Lakes area that it considers to be excess to its operations. If this were to happen, the City should evaluate the protection of these properties based on the above-mentioned criteria.

4. Unique Habitat Protection

The protection of areas in West Haven identified as possessing unique habitat areas, potential wildlife corridors and potential riparian corridors would help ensure that species that depend on these resources are not threatened by intense development or incompatible land uses. In the Connecticut Natural Diversity Database, the Connecticut DEP has identified sites in the City that contain habitats of endangered, threatened, and special concern species. Some of these areas fall within

existing protected lands. These natural resources are assets that contribute to the character and uniqueness of the City and care should be taken towards the further protection of important habitat areas.

D. IMPLEMENTATION TOOLS & TECHNIQUES

Because it is difficult to predict when property will become available for incorporation into the open space inventory, the City must be prepared to respond quickly when property becomes available, particularly land identified as a priority open space parcel.

Open Space Task Force

The City has designated the West Haven Conservation and Open Space Commission to better prepare the City for future land acquisition opportunities. A primary task of this commission is to develop a strategy to fund future open space acquisitions. *Report #28: Municipal Open Space Planning*, released in Spring 2000 by the Capitol Region Council of Governments serves as a solid reference by outlining key factors a community should consider in order to maximize its funding opportunities.

A primary duty of the Conservation and Open Space Commission is to develop a strategy to fund future open space acquisitions.

Non-Regulatory Tools

Once adequate funding is secured, the City or collaborating agencies can pursue a range of non-regulatory tools to protect open space, which usually involve some level of ownership status. The following are examples of commonly used techniques to protect land at the local level:

- **Fee Simple Purchase** – Involves the outright purchase of land.
- **Easement** – A partial interest in property conveyed by the landowner to the City or a non-profit land trust organization, with specific restrictions on land development or access privileges.
- **Land Trust** – Private, non-profit organizations that acquire land or easements for conservation or recreational purposes. The Land Trust of West Haven has been active in the City since its founding in 1991.

Local efforts consistent with the above strategies can be supplemented by The Connecticut Department of Environmental Protection's Open Space and Watershed Land Acquisition Grant Program- (CGS § 7-131d to 7-131k). This provides financial assistance to municipalities or non-profit land conservation organizations to acquire land for open space. This grant program provides matching grants for up to 65% of the properties fair market value. It is recommended that the City continue to leverage its status as a DEP designated "Distressed Community" in its applications to this grant program to acquire future open space.

The City should continue to leverage its status as a DEP designated "Distressed Community" in its applications to the Connecticut Department of Environmental Protection's Open Space and Watershed Land Acquisition Grant Program grant program to acquire future open space.

Regulatory Tools

Where funding alone is inadequate to secure desirable open space areas, the City of West Haven can utilize land use regulations as a means of

Through its land use regulations, the City of West Haven has the ability to implement regulatory controls to protect natural features and to establish open space.

managing a landowner's use of property. The City of West Haven has an opportunity to implement regulatory controls to protect natural features or to establish open space. Examples of regulatory tools include the following:

- **Coastal Area Management Regulations** – The City's Planning and Zoning Commission administers the implementation of Coastal Area Management regulations.
- **Inland Wetland Regulations** – The City's Inland Wetland's Agency regulates activities on wetland soils within West Haven.
- **Soil Erosion and Control** – The City's Planning and Zoning Commission administers soil erosion and sedimentation regulations.
- **Flood Hazard Area Regulations** – The City's Flood Hazard Regulations utilize the Flood Insurance Rate Maps.
- **Natural Resources Removal, Filling & Grading** – The City's Land Use Regulations include provisions regulating the grading, filling or removal of other materials.
- **Open Space and Public Facilities District:** – The City's Land Use Regulations include the Open Space and Public Facilities District, for the regulation of open space, public parks, playgrounds, playfields, walkways, trails, beaches, boating, fishing and required accessory uses. Plans and specifications for these areas are subject to review by the Planning and Zoning Commission. Recreation facilities must have the approval of the Board of Parks Commissioners and any structure or facility placed within 25 feet of a watercourse, body of water or wetland requires the approval of the Inland Wetlands Agency.

E. PARKS AND OPEN SPACE GOALS & OBJECTIVES

GOAL:

Encourage the improved use, maintenance and improvement of the City's existing parks, recreation and open space system to maximize their value and utility.

OBJECTIVES:

- Continue the efficient utilization of existing parks and recreation facilities, including extended hours and creative scheduling.
- Strengthen the existing cooperative relationship between Parks and Recreation and the School Board to maximize the use of all municipal recreational resources to the benefit of West Haven's residents.
- Wherever possible, existing parks and open space should be linked together to form interconnected greenways.

Strengthen the existing cooperative relationship between Parks and Recreation and the School Board to maximize the use of all municipal recreational resources to the benefit of West Haven's residents.

- Encourage greenways linking neighborhoods, public facilities and employment areas to existing open space areas as a focus for recreational activity.
- Maximize appropriate accessibility to open space resources.

GOAL:

Achieve immediate open space conservation objectives in the City by concentrating planning efforts and resources on the productive and managed use of prioritized focus areas, rather than thinly distributing resources across parcels scattered across the City.

OBJECTIVES:

- Focus Conservation and Open Space Committee resources on the protection, conservation, and managed use of open space lands surrounding the Old Field Creek tidal estuary.
- As a second priority, focus Conservation and Open Space Committee resources on the protection, conservation, and managed use of open space lands in the vicinity of the former United Illuminating lands between Plainfield Avenue and Forest Road.
- As a long-term objective, explore the additional protection of land in the Cove River corridor area, and develop appropriate managed use strategies to balance public access with resource preservation.
- Assign the effective and efficient management of open space parcels to appropriate agencies that have the necessary capacity and organization.

Achieve immediate open space conservation objectives in the City by concentrating efforts and resources on the productive and managed use of prioritized focus areas. Focus on the Old Field Creek area and former United Illuminating lands in northern Allingtown as first priorities, while maintaining a long-term outlook on the protection and managed use of the Cove River corridor area.

GOAL:

Over the long-term, add to West Haven's open space and recreation system as resources and opportunities permit, to ensure they are adequate in extent, strategic in location and equitable in distribution to meet the active and passive recreation needs of residents, as well as the protection of important natural resources.

OBJECTIVES:

- Parcels for open space and or recreational use should be acquired in neighborhoods presently lacking such facilities.
- Implement the development of a park of approximately 20 acres in size, to serve the Allingtown neighborhood. This park would include a full range of recreational facilities, as recommended in West Haven's 1990 Plan of Development.

Implement the development of a park with a full range of recreational facilities approximately 20 acres in size, to serve the Allingtown neighborhood.

Implement improvements to the West River Community Park, in concert with the City of New Haven, to create an attractive shared gateway between these two cities along Route 1.

Implement the West Haven portion of the Harborside Trail for New Haven Harbor, as proposed by the South Central Regional Council of Governments.

- Establish a fund dedicated to the acquisition and protection of open space.
- Develop functional recreational, greenway and open space linkages between the Allingtown neighborhood and the West River corridor, and provide waterfront access to the river for pedestrians. This access could occur via a path, esplanade, or boardwalk that would minimize any negative impacts to the river's banks and water quality.
- Implement improvements to the West River Community Park, in concert with the City of New Haven, to create an attractive shared gateway between these two cities along Route 1.
- Implement West Haven's portion of the Harborside Trail for New Haven Harbor, as proposed by the South Central Regional Council of Governments.
- Protect and restore the Oyster River tidal estuary in concert with the City of Milford and private conservation organizations.
- Work with conservation and Audubon organizations to protect known birding areas along West Haven's shore front, including the West River, Sandy Point-Old Field Creek tidal estuary, Cove River tidal estuary and the Oyster River tidal estuary. Promote "eco-tourism" that is based this important resource.
- Promote traffic calming activities along West Haven's shorefront to benefit pedestrians.
- Market West Haven's shorefront open space system and recreational opportunities as major quality of life amenities for the City.

VII. HISTORIC RESOURCES

A. EXISTING CONDITIONS

Often, the connection to the past is just as important to a community as its vision for the future. The history of West Haven is uniquely tied to its geography and topography, colonial history, and role in the Industrial Revolution. Like many other communities in the region West Haven has been subject to the same development pressures and has lost many historical resources in the process over the years. This inventory of historical resources should be consulted as part of future development efforts to ensure the preservation of these features.

The National Register of Historic Places is a comprehensive inventory of buildings, structures, sites, areas, and objects significant in American history, architecture, archaeology and culture that is maintained by the National Park Service (NPS). Unlike a National Historic Landmark, the National Register is more encompassing and is the official list of the nation's cultural and historic properties, which includes places listed in the National Park System, National Historic Landmarks and properties that are of national, state and local significance.

There are five (5) places in West Haven listed on the National Register of Historic Places. The identified historic properties are identified in Table 11:

Table 11
Listing of National Register of Historic Places
West Haven, Connecticut; 2003

Resource Name	Address/Description	Year Listed
American Mills Web Shop	114 – 152 Boston Post Road	1983
Old West Haven High School	278 Main Street	1985
Union School	174 Center Street	1987
Ward-Heitman House	227 Elm Street	2003
West Haven Green Historic District	Roughly along Main, Campbell, Church, and Savin Streets	2000

Source: National Park Service, National Register of Historic Places

In addition to the places listed on the National Register of Historic Places there are also several places not listed on the National Register but listed on the Connecticut State Register of Historic Places. The State Register of Historic Places is an official listing of properties and sites important to the historical development of Connecticut. It uses the same criteria as the National Register except that the special considerations are not applicable. The Connecticut Historical Commission (CHC) is the responsible state organization for preparing, adopting and maintaining



Ward-Heitman House

standards for the State Register of Historic Places. The Office of Historic Preservation shall nominate potential historic structures and landmarks and if determined eligible the CHC will designate and list these property on the State Register of Historic Places. Detailed architectural information on the structures in the state inventory is recorded on the historical resources inventory sheets provided by the CHC.

The structures identified in Table 12 are located on the State Register of Historic Places but not on the National Register of Historic Places.

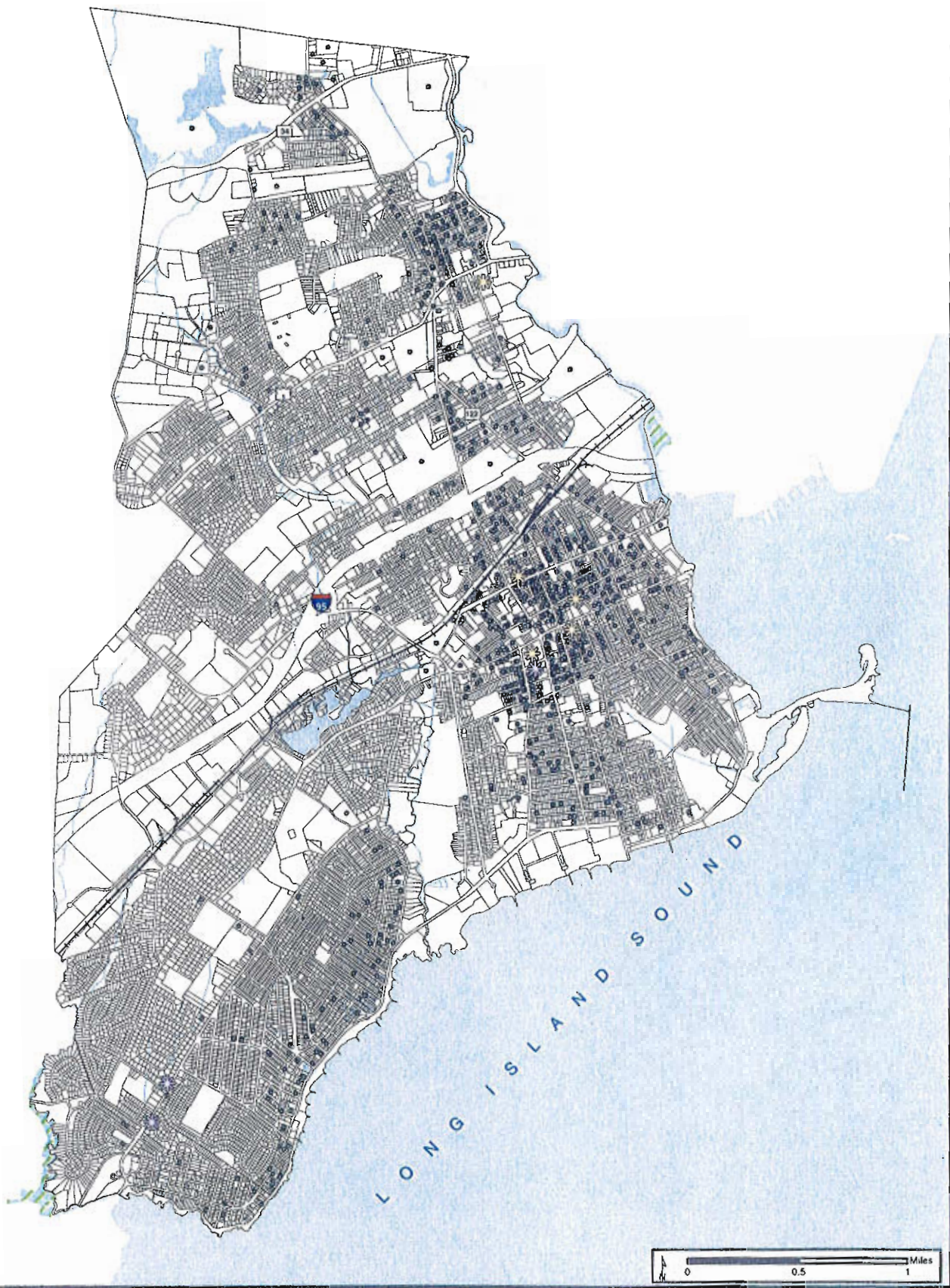
Table 12
Connecticut State Register of Historic Places Listings
West Haven, Connecticut

Historic Resource Name	Address/Description
Captain Clark House	On East Side of Jones Hill Road Facing northwest, about midway between junctions with Woodmont Road and Contact Drive.
Merwin-Hubbard House	1 Hubbard Road
Christ Episcopal Church	28 Church Street

Source: Connecticut Historical Commission

The Office of Community Development in West Haven maintains a listing and inventory of over 860 places of local significance that spans two centuries of West Haven's architectural history. Detailed information pertaining to the structures and places in the local inventory is recorded on historical Resources Inventory sheets provided by the State of Connecticut Historical Commission and housed in the City's Office of Community Development.

The City inventory of historic structures has been mapped in a Geographic Information Systems (GIS) database as illustrated on the map titled "*Historic Resources*". To avoid losing additional City history, this inventory of historic resources should be consulted as part of future development and redevelopment efforts in order to identify potential impacts on such resources and the potential for preservation or need for mitigating actions.



LEGEND

-  National Register of Historic Places
-  State Register of Historic Places
-  Local Register of Historic Places

SOURCE:
HISTORICAL PLACES
HISTORICAL INVENTORY LIST WAS
PROVIDED BY THE STATE OF CONNECTICUT
HISTORICAL COMMISSION AND THE CITY OF
WEST HAVEN'S OFFICE OF COMMUNITY
DEVELOPMENT.

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CITY OF WEST HAVEN PLAN OF CONSERVATION & DEVELOPMENT



Historical Resources

B. HISTORIC RESOURCES GOALS & OBJECTIVES

GOAL:

Recognize, preserve, and promote the historic and cultural resources in the City of West Haven.

OBJECTIVES:

- Preserve historic buildings through promoting adaptive reuse and use of historic tax districts.
- Reference the City inventory of historic structures and open spaces as part of development permitting and redevelopment planning in order to identify any potential for preservation or need for mitigating actions.
- Encourage the organization of interested persons and groups to assist the West Haven Historical Society in the documentation and preservation of West Haven's historic resources.
- Explore potential mechanisms that the City can employ to receive and store significant architectural artifacts from the demolition of older structures and reuse of these building elements into other structures where appropriate.
- Support educational activities that celebrate and highlight the historical aspects of West Haven's built and unbuilt environment.

VIII. COMMUNITY FACILITIES AND UTILITIES

A. INTRODUCTION

An important component to West Haven's Plan of Conservation and Development is reviewing the distribution, availability, condition and capacity of the City's community facilities, utilities and infrastructure to meet the current and projected needs of the city. This section presents an overview of the current inventory of West Haven's community facilities and municipal infrastructure and identifies proposed facility and infrastructure improvements needed to accommodate forecasted residential and non-residential growth or to resolve existing infrastructure issues and problem areas.

B. PUBLIC HEALTH AND SAFETY FACILITIES

Police Protection

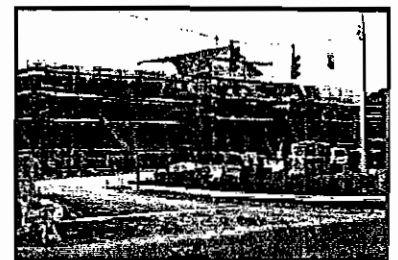
The West Haven Police Department is responsible for the enforcement of all laws, ordinances and regulations governing the criminal and motor vehicle codes and the protection of all citizens. The Police Department provides full-time police protection, complete with the latest in crime prevention computer systems and a state-of-the-art computerized radio communications center to serve all emergency agencies. The Department includes a Traffic Division, which maintains traffic signs and signals; Tactical Unit and SWAT Team; K-9 Unit; Identification and Crime Scene Unit; Crime Prevention Unit; Public Service Unit; and a Bike Patrol Unit. The City has an Emergency "911" system that was installed in 1971 and upgraded in 1994. A staff of 131 professionals, including a Chief of Police, a Deputy Chief and a supporting staff of 22 detectives, 63 patrol personnel, 16 civilians, 4 Captains, 15 Sergeants, and 5 Lieutenants, comprises the Department.

Planned departmental capital improvements include the construction of a new police headquarters, which is currently under construction on Sawmill Road near York Street. The space vacated by the Department will provide an opportunity for the City general government operations to adjust its offices within City Hall.

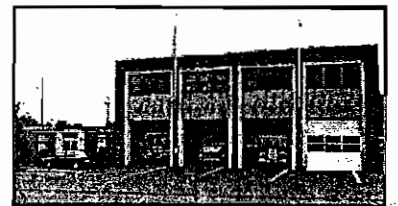
Fire Protection

Three separate fire districts, each of which is a subdivision authorized by the State to levy its own taxes to support operations, provide fire protection services for West Haven. The three districts are known as the Center, West Shore and Allingtown Fire Districts. Each District is professionally staffed, supported by volunteer fire companies and operate fire stations within the City.

Maintaining three separate fire districts is somewhat unusual for a municipality of West Haven's size. While the districts cooperate with each other in responding to emergency situations, some duplication of



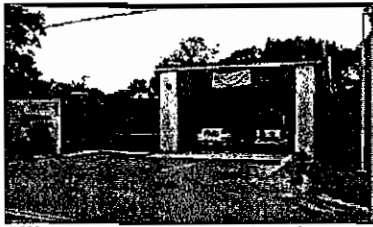
New Police Station (Sawmill Road)



Center District Fire Station

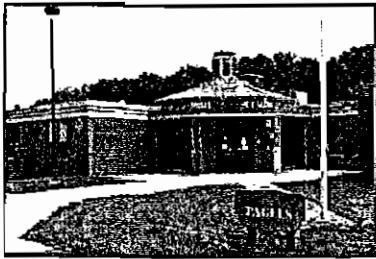


West Shore District Fire Station

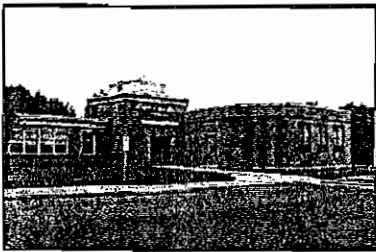


Allingtown District (Minor Park)
Fire Station

The City Health Department provides services to residents that help prevent illness and promote healthy lifestyles, and include: environmental health monitoring, health promotion and education, communicable disease surveillance and prevention and screening and immunization.



Pagels Elementary School



Mackrille Elementary School

manpower and facilities may exist among the three departments. A study was conducted almost 25 years ago that addressed duplication of services, although it was never fully implemented. If undertaken, a new study of fire protection services could determine ways in which duplication among districts can be reduced or eliminated, and greater efficiencies and service coverages could be achieved.

Public Health

The City of West Haven is one of only 26 cities in the State that employ a full-time health department. The City Health Department provides services to residents that help prevent illness and promote healthy lifestyles. Services include environmental health monitoring, health promotion and education, communicable disease surveillance and prevention and screening and immunization. In addition to the Director of Public Health, the Department staff includes nurses that are responsible for providing a series of preventative and clinical programs including a free monthly childhood immunization clinic, free weekly sexually transmitted disease clinic and general health testing and screening. In addition, sanitarians provide water quality testing for the City beaches and public pools, inspect restaurant and food service facilities and inspect and approve septic system and well permits.

C. CULTURAL AND ADMINISTRATIVE FACILITIES

Public school system

The West Haven School District consists of nine elementary schools for pupils in grades K/PK - 5, two middle schools for pupils in grades 6-8 and one senior high school for pupils in grades 9-12. These facilities are listed below in Table 13 and identified on the map titled "*Community Facilities.*"

Student Enrollment

Current public school enrollment (2001-02) is 7,362 pupils. School Readiness Enrollment (PK) was 39, Elementary enrollment (PK-5) was 3,671; middle school enrollment (6-8) was 1,927 and high school enrollment (9-12) was 1,725. Total school enrollment is about 800 pupils higher today than it was in 1990. Elementary school enrollment peaked in 1995-96 with 4,028 pupils and then entered a declining trend in the last half of the 1990's while middle school and high school enrollments have increased slightly since the mid 1990s. West Haven's enrollment trends and statistics are illustrated in the following tables.

Table 13
West Haven Public School Enrollment and Pupil Station Capacity

School	Grades Served	Date of Construction, (Additions and/or Remodeling)	Number of Classrooms: Permanent/ Portable	2001/02 Enrollment	Design Capacity
School Readiness Program	PK	NA	NA	39	NA
Forest Elementary	K-5	1971	30/4	564	700
Haley Elementary	K-5	1952 (1954)	19/4	502	530
Mackrille Elementary	PK-5	1954 (1988)	19/0	404	440
Molloy Elementary	K-5	1963	17/0	251	430
Pagels Elementary	PK-5	1954 (1958, 2001)	28/0	359	555
Savin Rock Elementary	K-5	1976	27/0	521	750
Stiles Elementary	K-5	1930	12/0	215	315
Thompson Elementary	K-5	1925	22/0	434	530
Washington Elementary	K-5	1909 (1966, 1988)	24/0	421	630
Bailey Middle School	6-8	1957	48/0	902	910
Carrigan Middle School	6-8	1969	50/0	1,025	1,200
West Haven High School	9-12	1963	132/0	<u>1,725</u>	<u>2,170</u>
Total Enrollment				7,362	9,160

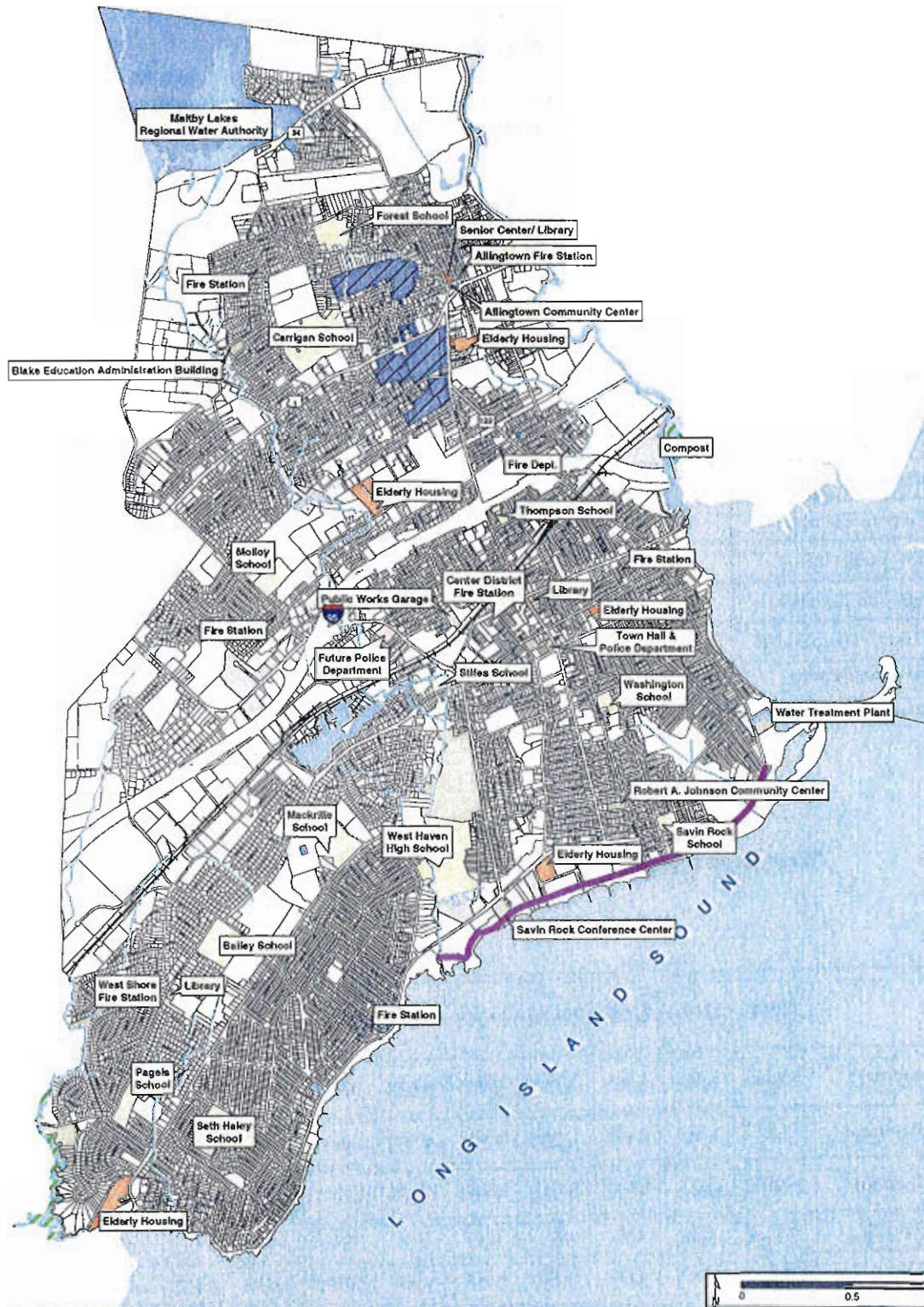
Source: Connecticut State Department of Education

Table 14
West Haven Historical Public School Enrollment: 1990-1 to 2001-02

	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	98/99	99/00	00/01	01/02
Elementary	3,465	3,686	3,744	3,855	3,969	4,028	3,962	4,009	3,984	3,891	3,789	3,710
Middle School	1,527	1,543	1,559	1,405	1,529	1,592	1,638	1,738	1,756	1,776	1,825	1,927
High School	1,391	1,584	1,488	1,410	1,509	1,588	1,584	1,661	1,603	1,639	1,652	1,725
Special Ed.	155	135	133	348	133	100	121	38	*	*	*	*
Total	6,538	6,948	6,924	7,018	7,140	7,308	7,305	7,446	7,343	7,306	7,266	7,362

Source: Board of Education; Connecticut State Department of Education

* Special education students included in grade totals



LEGEND

- Community Facilities & Services
- Elderly Housing
- Public Safety
- Public Schools & Libraries
- Other Municipal Property
- Private School
- SCC Regional Water Authority

CITY OF WEST HAVEN

PLAN OF CONSERVATION & DEVELOPMENT



Community Facilities

SOURCE:
PARCEL MAP:
CITY OF WEST HAVEN ENGINEERING
DEPARTMENT (2003)
COMMUNITY FACILITIES
HMA FIELD SURVEY (2003)
THIS MAP WAS DEVELOPED FOR USE
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HARRALL-NICHOLS WEST
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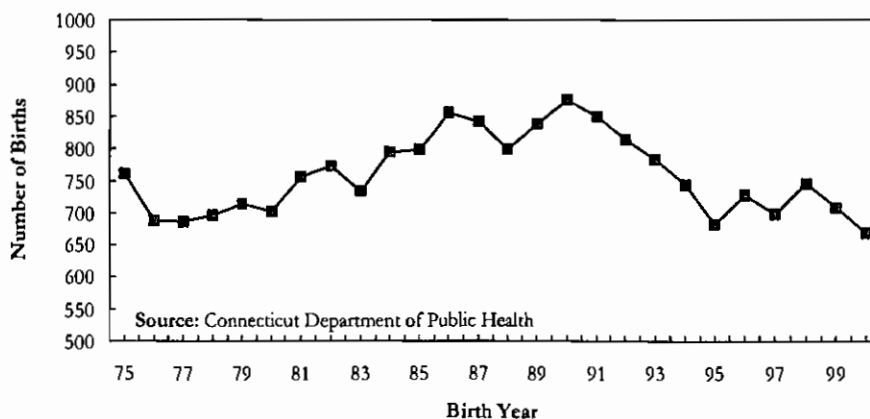
Design Capacity

The design capacity of the City's public school facilities is 9,160 pupils. When considering school capacity, the terms "optimal or operational capacities" are often utilized. These terms reflect the fact that students and class sizes do not come in equal increments. For school facility usage and planning purposes, approximately 85 percent of total design capacity is utilized to estimate optimal capacity. In addition, elementary schools often feature either "traditional" or open space classrooms, which can affect space utilization. Based on 2001-02 enrollment figures, West Haven school system as a whole is currently operating at approximately 80 percent total design capacity with some individual schools operating above estimated optimal capacity and approaching design capacity.

Birth Trends and Projections

Birth trends and projections are used to plan for school enrollment. As depicted in Figure 11, resident births in the City reached their peak in the early 1990s with a record high of 875 births in 1990. Children born in this birth year are now middle school-aged students. Resident births declined significantly in the period between 1990 and 1995 in which a 25% decrease in the birth rate was experienced. The declining trend witnessed in the late 1990s has continued into the early 2000s. In fact the year 2000 experienced the lowest birth rate in 25 years with 668 births. The relatively low birth rates experienced during the last few years will undoubtedly have an impact on future enrollment in West Haven's public schools.

Figure 11
Resident Births: 1975-2000
West Haven, Connecticut

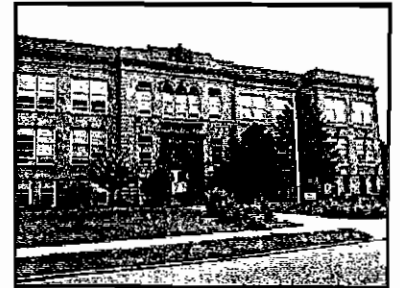


Future Enrollment Projections

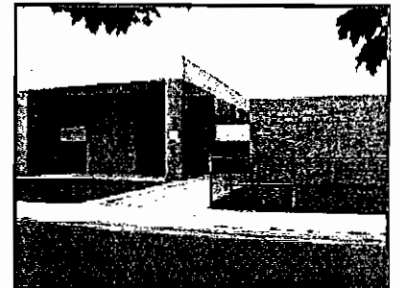
Future enrollment projections prepared by the Connecticut State Department of Education show a decline of approximately 10% in overall enrollment to the 2010-11 school year. The following table shows the projected enrollment in comparison with historical trends.



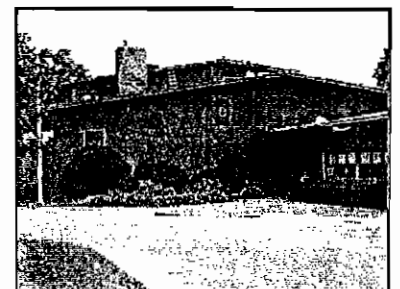
Thompson Elementary School



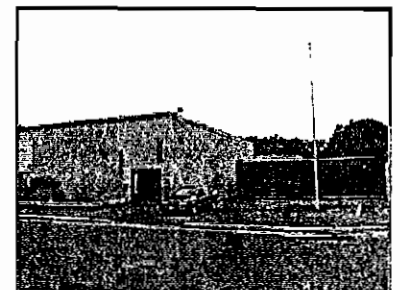
Washington Elementary School



Savin Rock Elementary School



Molloy Elementary School



Forest Elementary School

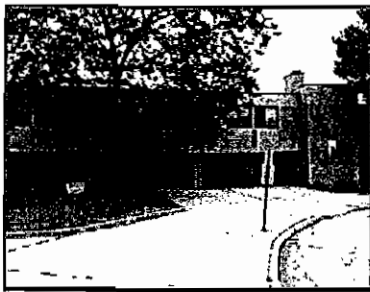
Table 15
West Haven Historical and Projected Public School Enrollment

Year	Elementary School	Middle School	High School	Special Education	Total Enrollment
1990-91	3,465	1,527	1,391	155	6,538
1991-92	3,686	1,543	1,584	135	6,948
1992-93	3,744	1,559	1,488	133	6,924
1993-94	3,855	1,405	1,410	348	7,018
1994-95	3,969	1,529	1,509	133	7,140
1995-96	4,028	1,592	1,588	100	7,308
1996-97	3,962	1,638	1,584	121	7,305
1997-98	4,009	1,738	1,661	38	7,446
1998-99	3,984	1,756	1,603	*	7,343
1999-00	3,891	1,776	1,639	*	7,306
2000-01	3,789	1,825	1,652	*	7,266
2001-02	3,710	1,927	1,725	*	7,362
2010/11**	3,444	1,598	1,485	*	6,527

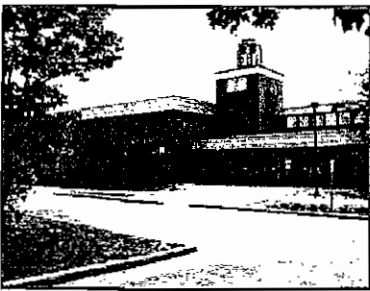
Source: Connecticut State Department of Education (Table dated 4/30/01)

* Special education students included in grade totals

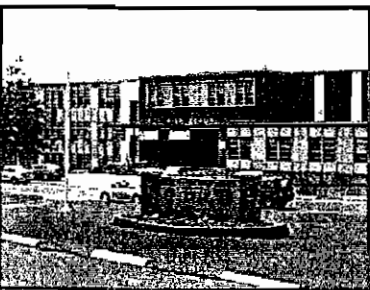
** Projected by the State Department of Education



Carrigan Middle School



Bailey Middle School



West Haven High School

As schools continue to age (currently 6 schools exceed 50-years in age) and new program demands are implemented, renovation or replacement of aging facilities will need to be considered.

Future Public School Facility Plans And Considerations

A primary concern of the Plan of Conservation and Development is the expected adequacy of school facilities to serve the long-term (10 to 20 years) needs of the population. Although short-range (0 to 5 years) needs are important, they are subject to temporary fluctuations often addressed by temporary solutions. The Board of Education normally handles short-term needs, subject to budgetary constraints, while the long range needs typically involve the Planning and Zoning Commission as well as the Board of Education. The Plan of Conservation and Development should address whether additional school sites will be needed to adequately serve the needs of an expanded population.

West Haven has not had to concern itself with new schools for some time, as public school enrollment has remained relatively stable since the early 1990s. In fact enrollment in the 2001-02 school year was 18% lower than it was in 1974-75 school year. Since the 1974-75 school year, five elementary schools have been closed (Colonial Park, First Avenue, Noble, Union, and Lincoln), while one new school (Savin Rock) was constructed to service the area previously served by Noble School. As schools continue to age (currently 6 schools exceed 50-years in age) and new program demands are implemented, renovation or replacement of aging facilities will need to be considered.

Public Library System

The West Haven Public Library System provides residents with educational, recreational and reference services from one newly renovated and expanded main library and two branch libraries. The Main Library, located at the corner of Campbell Avenue and Elm Street serves

as the central library. Branch locations include Ora Mason Branch Library, located at 260 Benham Hill Road and the Louis J Piantino Branch Library, located at 1 Forest Road. The library system also offers a bookmobile service.

West Haven's first public library opened in 1909 with 1,550 registered borrowers, 1,337 volumes and an annual book circulation of 19,734. Today, the library system includes a collection of over 166,000 items and an annual circulation of over 267,000. The library system offers internet access for the public and several electronic databases including online access to the catalogs of over 200 libraries within the State. The system also provides a variety of educational programs for residents of all ages as well as museum passes, which offer discount admission to many popular Connecticut attractions.



Main Library – Elm Street

Public Housing

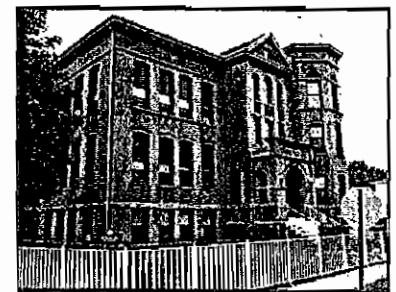
The City of West Haven's Housing Authority directly addresses the issue of local affordable housing, and is aided by the programs and efforts of its Community Development Administration. Currently, the West Haven Housing Authority operates 617 housing units, and oversees an additional 1,009 Section 8 units.⁶ The waiting list for public housing units was closed in 2002 and has approximately 150 people on it, most of whom are waiting for elderly units or units with disabled accommodations to open up.



John Prete Elderly Housing

The West Haven Housing Authority and the Human Resource Department address the supportive housing/service needs of the elderly, frail elderly and disabled. Currently, elderly and disabled individuals occupy 517 of the 617 rental units (83.8%) managed by the Housing Authority. The City is continuing to meet the needs of these populations through CDBG and other funding sources to address handicapped accessibility requirements, rehabilitation of elderly units, and the expansion of affordable housing options.

According to the City's 2002-2003 P.Y. 28 Annual Action Plan, West Haven's public housing stock is generally in good condition. Just over 25% of the City's entire housing stock was produced prior to 1940. However, the Annual Action Plan notes that a growing problem within the city is a lack of routine maintenance on residential properties. The City's Planning and Development Department enforces West Haven's property maintenance ordinance in an effort to address this problem.

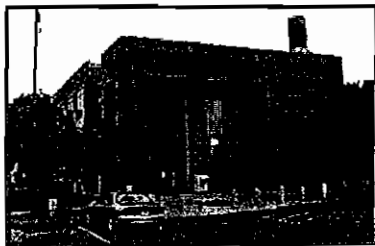


Union School Elderly Housing

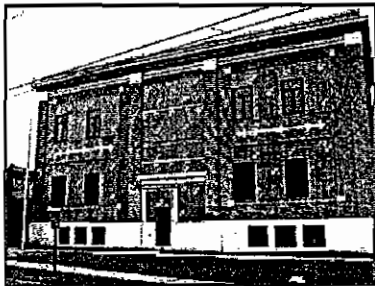
Senior Citizen Centers

The City of West Haven maintains two senior centers; one located at the Johnson Community Center and the other located at 1 Forest Road in Allingtown. The centers provide many services to the City's elderly population including free income tax preparation; free bus/trolley transportation service; social and recreational activities including day and

⁶ Source: HUD.

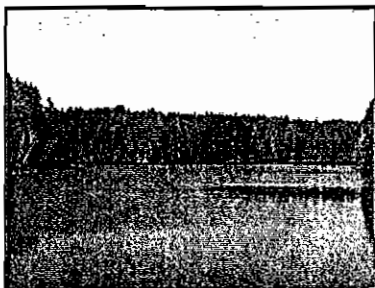


Allingtown Community Center



Johnson Community Center

With an expected surplus of approximately 1.13 MGD by 2006, West Haven's percentage share of the regional water system's safe yield is not expected to pose a major constraint to future development in the City.



Maltby Lakes

overnight trips; and adult day center catering to frail and handicapped elderly; and five nutrition sites including both Senior Centers and Surfside, Morrissey Manor and John Prete Senior Housing.

The role of senior centers has been changing over the years. In the past, centers were primarily social and recreation places. While it still serves this function, the West Haven Senior Centers have also become a base for the provision of social services to senior citizens.

Community Centers

The City of West Haven operates two community centers. The Allingtown Community Center located in the same building as the Louis Piantino Branch Library (1 Forest Road) offers meeting space at a convenient location to the general public. The Robert A. Johnson Community Center, located on Noble Street, offers adult day care and other senior citizen support services.

D. UTILITIES AND INFRASTRUCTURE

Public Water Supply

The South Central Regional Water Authority (RWA) serves almost all the City of West Haven. According to the RWA, there are approximately 13,416 service connections in West Haven serving 100% of the City's population. The system's water is of good quality and plentiful supply.

Public water supply for West Haven residents comes from a mix of sources including Lake Gaillard, located in North Branford and the West River. The RWA's water supply infrastructure within the City of West Haven includes 150 miles of main water lines, 829 hydrants, 5 storage tanks and 2 pumping facilities. RWA owns three surface water reservoirs (Maltby Lakes) in West Haven, however they are currently not active public water supplies.

As of 2001, the City's average daily demand for public water was 6.68 million gallons per day (MGD)⁷. Projections made by the RWA suggest that demand will increase slightly by 2006 to 6.92 MGD. West Haven's percentage share of the system's safe yield would be approximately 8.05 MGD if the system distribution ratio remained constant. This estimate is well within the projected demand established by the RWA, and therefore water supply is not expected to pose a major constraint to future development in the City.

The RWA maintains significant land holdings around Maltby Lakes in the northern portion of the City. While these reservoirs are currently inactive, they may be an important future source of public water supply. In order to help maintain a high level of water quality for existing and potential sources of potable water, it is recommended that source protection measures be implemented.

⁷ Table 7-4, Summary of City Population Projections, RWA Water Supply Plan, 2001.

The main pollution danger to surface water reservoirs is from storm water runoff commonly referred to as nonpoint source pollution. While industrial and commercial establishments are the main source of such pollutants, homeowners in the City should be cognizant of the danger of pollution from gas, oil, and detergent cleaners that are dumped into storm sewers. The regular clearance of the storm drainage pipes aids in minimizing both siltation (a major cause of flooding), and pollutants. Existing detention basins are valuable in allowing suspended solids, grease and oil accumulations to settle out before entering surface water sources. Given that West Haven adjoins Long Island Sound, pollution from the storm sewer system is a primary concern.

Sanitary Sewer System

The City is responsible for sanitary sewer operations for its residents and maintains an extensive, but aging sanitary sewer system that currently serves all of the developed areas in West Haven. The City's sanitary sewer infrastructure includes approximately 135 miles of sewer lines and 13 pump stations to carry sewage effluent from an estimated 27,500 residential, commercial, and industrial sewer connections to the West Haven Sewage Treatment Facility located on First Avenue. Since 1993, 10 of the City's pump stations have been totally reconstructed or retrofitted to accommodate current flows.

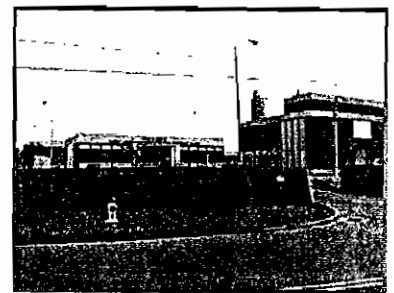
The operational and maintenance responsibilities for the sewage treatment facility have been contracted out to Operations Management International (OMI) under the direction of the Public Works Department. OMI is currently working under a 15-year contract that is set to expire in 2014. The West Haven water treatment facility has a design capacity of 12.5 MDG. Current average daily flows are 7.0 MGD or 56% of design capacity. This includes approximately 350,000 gallons-per-day from the Town of Orange. Over the next decade, average daily flows are not expected to exceed 60% of design capacity (7.5 MDG) and may be mitigated by the combination of continued water conservation by industrial users and infiltration/inflow reduction efforts by the City.

The City is currently updating the 1986 wastewater management plan, which is due for completion in December 2003. This study shall include recommendations for planned capital improvements to the City's sanitary sewer system. In addition, the creation of an entity to take over wastewater management responsibilities for the City has been discussed. While the RWA could provide this service, recent discussions highlight the possibility of New Haven Water Pollution Control Authority (WPCA) creating a regional management authority. The City is currently preparing a feasibility study on this issue.

Storm Sewer System

As a largely developed community, West Haven has an extensive storm water sewer system. A storm water management plan is in place, and guides the City in budgeting funds to clean municipal catch basins and

The main pollution danger to surface water reservoirs is from storm water runoff commonly referred to as nonpoint source pollution. While industrial & commercial establishments are the main source of such pollutants, homeowners in the City should be cognizant of the danger of pollution from gas, oil, and detergent cleaners that are dumped into storm sewers.

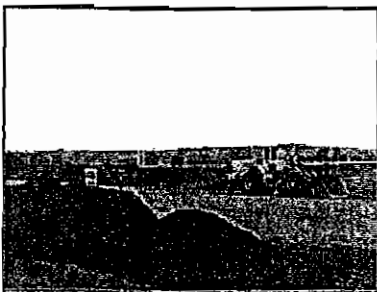


Water Pollution Control Facility

Over the next decade, average daily flows are not expected to exceed 60% of design capacity (7.5 MDG) and may be mitigated by the combination of continued water conservation by industrial users and infiltration/inflow reduction efforts by the City.

The City continues to be proactive in implementing a storm water management program so as to comply with impending Federal Phase II regulations and to protect the water quality of West Haven's watercourses.

To further its actions relating to its storm water management program, the City should review the subdivision, zoning and public improvement standards that relate to stormwater run-off with the goal of limiting the extent of impervious surfaces required and establishing "best management practices" to control run-off and minimize impact on natural and manmade drainage systems.



West Haven Compost Site

pipng. The City is also implementing an innovative catch basin cleaning program with West Haven High School to help educate students on the importance of storm water management. Even with regular maintenance on the City's storm water management infrastructure, problem areas still exist that are prone to flooding or other storm water related issues. These areas are illustrated on the map titled "Drainage Areas of Concern" and should receive priority attention as the City moves forward with its storm water management program.

As early as 2004, the EPA will require municipalities to comply with the Federal Storm Water Phase II regulations. These regulations require municipalities to implement a storm water management program as a means to control polluted runoff from entering the local waterways. This program is intended to reduce the discharge of pollutants to the maximum extent possible⁸, protect water quality, and satisfy the appropriate water quality requirements of the Clean Water Act.

The City has been preparing for implementing the Phase II regulations by attending classes and familiarizing itself with software provided by the EPA. The City continues to be proactive in implementing a storm water management program so as to comply with impending Federal Phase II regulations and to protect the water quality of West Haven's watercourses. The City should also review the subdivision, zoning and public improvement standards that relate to stormwater run-off with the goal of limiting the extent of impervious surfaces required and establishing "best management practices" to control run-off and minimize impact on natural and manmade drainage systems.

Solid Waste Disposal

The City of West Haven disposes between 18,000 and 20,000 tons of solid waste annually at the Bridgeport Resource Recovery Plant operated by Waste Management Company. According to the Bridgeport Resource Recovery Plant Manager, the Bridgeport facility has sufficient capacity to service the City of West Haven for the next 10-years. The City currently does not have a long-term contract at this facility and is paying spot market prices for tipping fees. In August of 2001 a three-year contract for the collection and hauling of the City's solid waste to Bridgeport facility was awarded to Waste Management Company.

The Town has retained the recycling hauler Global Recycling Corporation to provide curbside recycling for residents. State Law and City regulations require all residents to recycle the following items: glass food/beverage containers, metal food/beverage containers, newspapers, corrugated cardboard, leaves, scrap metal, and waste motor oil. Global Recycling also provides fall leaf pick-ups, disposing them at the West Haven Compost site. The South Central Connecticut Regional Water Authority (RWA) organizes the management of household hazardous waste for the City and region it serves.

⁸ As defined by the Federal Environmental Protection Agency



LEGEND

Drainage Areas of Concern

SOURCE
PARCEL MAP
CITY OF WEST HAVEN ENGINEERING
DEPARTMENT (2003)

RAINAGE AREAS OF CONCERN
IDENTIFIED BY THE CITY'S ENGINEERING
DEPARTMENT

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CITY OF WEST HAVEN PLAN OF CONSERVATION & DEVELOPMENT



Drainage Areas of Concern

HARRALL-NICHALOWSKI
ASSOCIATES, INCORPORATED
1000 WEST 10TH AVENUE
DENVER, CO 80202

The City shall continue to provide the high level of services required to maintain the safe & healthy quality of life West Haven residents have come to expect.

E. COMMUNITY FACILITIES GOALS & OBJECTIVES

GOAL:

Continue to provide the high level of services required to maintain the safe & healthy quality of life West Haven residents have come to expect.

OBJECTIVES:

- Continue financial support for and coordination of the operation of police, fire and other emergency services within West Haven.
- Consider actions that will encourage more West Haven residents to volunteer for fire and emergency service activities.
- Coordinate City mapping among all departments that utilize or prepare maps.

GOAL:

Maintain an efficient order of municipal services and an adequate array of community facilities in good condition to meet changing needs of the community.

OBJECTIVES:

- Encourage and support the continued maintenance and renovation of existing public buildings and grounds.
- Design for the reconstruction of City Hall and accomplish the abatement of asbestos in the vacated police facility.
- Establish infrastructure and facilities priorities and implement through capital budgeting process.
- Expand building and land inventory information on the conditions and needs of all City-owned property to facilitate management and budget planning.
- Continue to coordinate school facilities planning with City facilities planning.
- Evaluate facility needs for programs serving senior citizens for the next ten years and develop an expansion plan if necessary.
- Evaluate the creation of additional public housing units for the elderly and disabled.

To keep prepared for constantly changing student enrollment patterns, the City and Board of Education should continue to coordinate school facilities planning with City facilities planning.

GOAL:

Continue to maintain adequate and efficient public utility services and infrastructure capable of handling new growth and development in the City.

OBJECTIVES (Public Water Supply):

- Review and revise surface and groundwater protection standards in the general review of zoning regulations.
- Review and enhance the regulatory standards for best management practices (BMP) in the general review of zoning regulations to avoid significant adverse impacts on water quality.

The City should review and enhance surface and groundwater protection standards and best management practices (BMP) standards to avoid significant adverse impacts on water quality.

OBJECTIVES (Sanitary Sewer System):

- Support funding for State mandated sewage treatment facility upgrades.
- Support a continuing, systematic program to locate and eliminate sources of infiltration/inflow into the City's sewer system.
- Support funding for the renovation/replacement of sewer pumping stations and add new ones as necessary.
- Design engineering solutions to sanitary sewer system deficiencies.
- Continue to cooperate and support the efforts of City Public Health Department and the DEP to ensure the health and welfare of West Haven Residents.

OBJECTIVES (Storm Sewer System):

- Support funding to bring the City in compliance with Federally mandated Storm Water Phase II regulations.
- Review, update and implement a Citywide storm drainage plan.
- Direct city resources toward conducting a comprehensive Flood Control Study of the entire Cove River Corridor, to identify the greatest problem areas and recommend potential solutions.
- Repair/replace catch basins and culverts as needed.
- Implement regular storm drain cleaning plan.

To maintain a healthy and well-functioning sanitary sewer system, the City should support funding for sewage treatment facility upgrades and the renovation, replacement, or addition of sewer pumping stations.

To reduce potential water pollution across the city, West Haven should review and revise storm water drainage provisions in its zoning regulations to require "best practice" methods be utilized in site design.

- Review and revise storm water drainage provisions in the zoning regulations to require "best practice" methods be utilized in site design.
- Review existing development regulations and standards to determine where requirements for impervious surfaces can be reduced or eliminated.

OBJECTIVES (Solid Waste Management):

- Negotiate a long-term contract for waste disposal services.
- Ensure the efficient use of resources in carrying out the work of the City, reducing waste, recycling wherever possible.
- Develop a plan to reduce unnecessary municipal waste generation.
- Promote recycling by West Haven citizens.

IX. HOUSING AND POPULATION DENSITY

A. INTRODUCTION

As one of the principal land uses within a community, housing affects all residents. The form, layout, condition, and cost of available housing are key to the quality of life within a community. In this section, the plan examines the City's current housing status to help determine what housing needs exist so as to formulate courses of action to address those needs in the coming decade.

The General Statutes for the State of Connecticut Section 8-23 set standards for a municipal Plan of Conservation and Development. The Statute reads, "Such plan shall make provision for the development of housing opportunities, including opportunities for multi-family dwellings, consistent with soil types, terrain, and infrastructure capacity. Such plan shall also promote housing choice and economic diversity in housing, including housing for both low and moderate-income households." These guidelines provide a foundation for the following discussion of housing conditions in West Haven.

B. EXISTING HOUSING CHARACTERISTICS & DEVELOPMENT TRENDS

Existing Housing Characteristics

The 2000 Census recorded 22,336 housing units in the City. As depicted in Table 16, ninety-four point four percent (94.4%) of the housing units were occupied leaving a 5.6% vacancy rate. Of the total 21,090 occupied housing units 55.2 % were owner-occupied and the remaining 44.8% were renter occupied units. According to Census counts, 1,246 housing units were vacant, 745 (59.8%) of which were rental units.

Table 16
Housing Units and Occupancy Characteristics: 2000
West Haven, CT

	Number of Housing Units	% of Housing Units
Total Housing Units	22,336	
Occupied Housing Units	21,090	94.4
Vacant Housing Units	1,246	5.6
Occupied Housing Units	21,090	
Owner-Occupied Housing Units	11,632	55.2
Renter-Occupied Housing Units	9,458	44.8
Vacant Housing Units	1,246	
For Rent	745	59.8
For Sale Only	185	14.8
Rented or Sold, not occupied	93	7.5
For Seasonal, Recreational or Occasional Use	131	10.5



Orange Landing Apartments



Main Street Apartments



Woodmont Road Cape

West Haven's percentage of rental units is greater than nearby communities, with the exception of New Haven. This can be attributed to several factors including the presence of the University of New Haven, large numbers of rental units constructed during the 1960s and 1970s in apartment complexes, and a spill-over effect from New Haven's large rental market.

According to the 2000 Census, only 55.2% of the City's occupied housing units were owner-occupied. West Haven exhibits several areas with greater concentrations of rental-occupied housing units. As depicted in Figure 12, Census Tracts 1544, 1545 and 1550 along the City's eastern boundary; Tracts 1542 and 1546, which include the Saw Mill Road and central West Haven areas; and Census Tract 1551 which includes the Savin Rock/Beach Street area have the highest concentration of renter-occupied housing. These tracts are in stark contrast to Tracts 1547 and 1548 in the southwestern part of the City, where owner-occupied housing accounts for nearly 90% of the occupied units. These two tracts are more similar to neighboring sections of Orange and Milford to the west, than they are to the rest of West Haven.

Figure 12

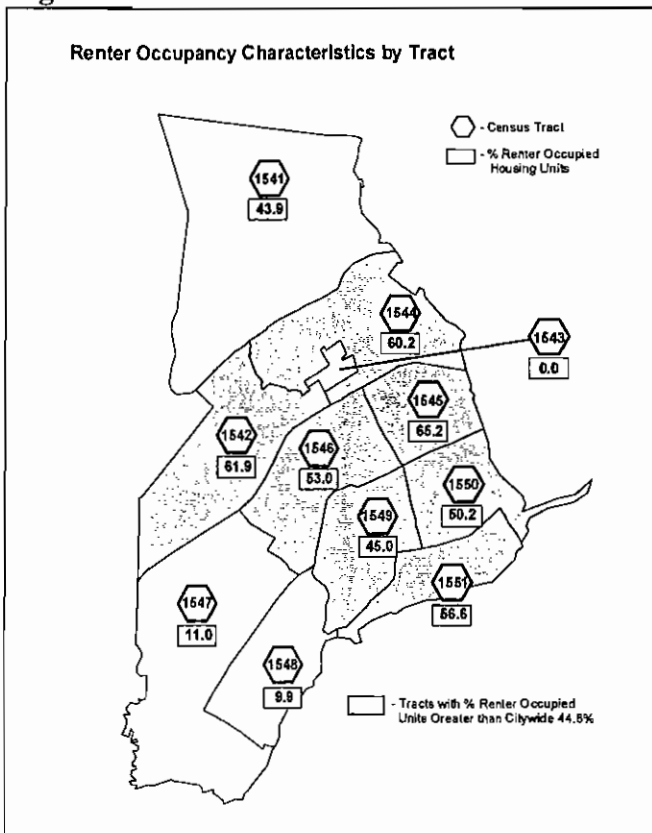
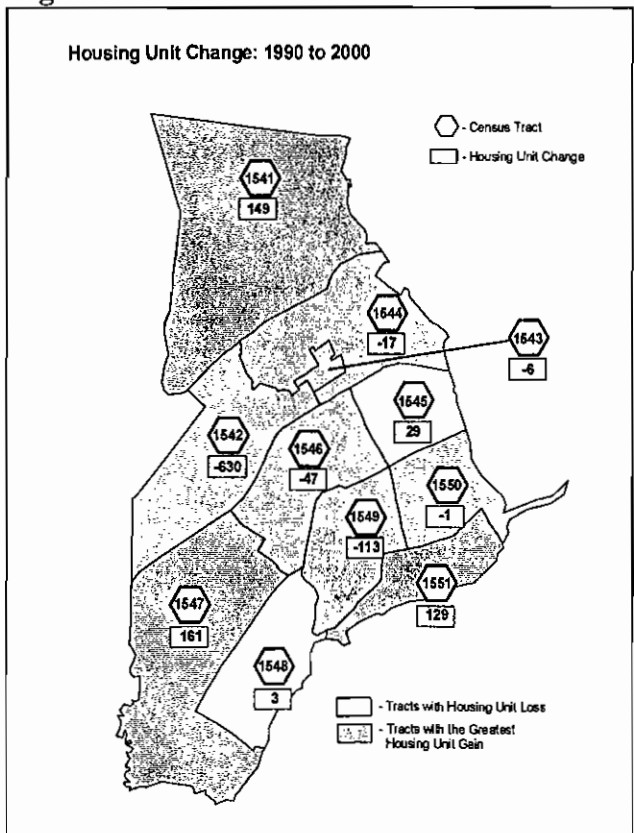


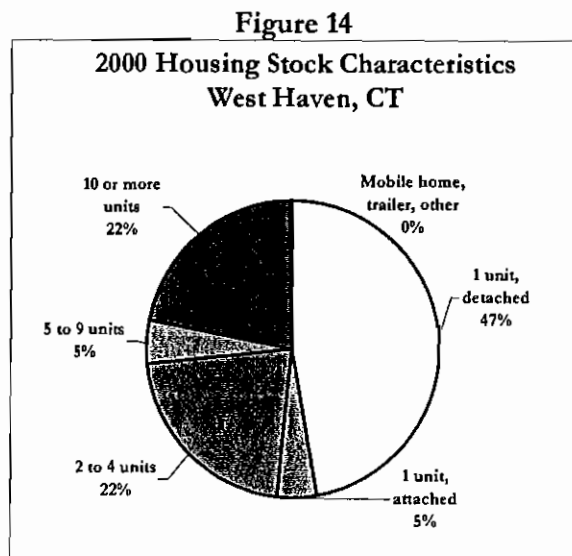
Figure 13



Development Trends

Between the 1990 and 2000 Censuses the City lost 343 housing units – a 1.5% decrease. As Figure 13 illustrates, six (6) Census Tracts lost housing units during the 1990s. These tracts are located along the I-95 corridor, south along Campbell Avenue through Downtown, and east over to Sandy Point. Gains in individual Census Tracts such as 1541, 1547, and 1551 were offset by losses in others over the decade. Census Tract 1547 posted the greatest gain of 161 new housing units. The demolition of hundreds of rental units in the Sawmill Road area accounted for a significant portion of the City's overall loss in units.

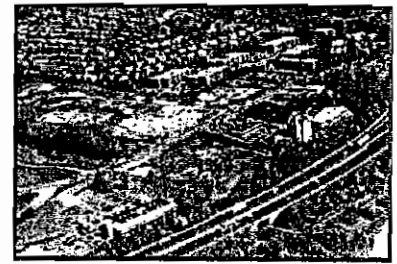
Illustrated in Figure 14, West Haven's current housing stock of 22,336 units consists of 47.1% single family detached housing; 4.5% single family attached (generally condominium) housing; 26.6% multi-family housing (5 units or more); 21.7% two, three and four family housing, and less than 0.2% mobile home or other.



The oldest and most dense housing in West Haven is concentrated in the City's eastern and central neighborhoods. Neighborhoods to the north and along the western border are generally the least dense.

Of the 935 gross housing units added to West Haven's stock between 1990 and 2000, two-thirds were in single-family detached form. Of the 1,278 gross units lost during the decade, 57% were in structures with ten or more units. Mobile homes and other nontraditional forms of housing all but disappeared during the 1990s. Multi-family housing stock in smaller configurations of 2 to 4 units or 5 to 9 units increased by 311 housing units over the decade.

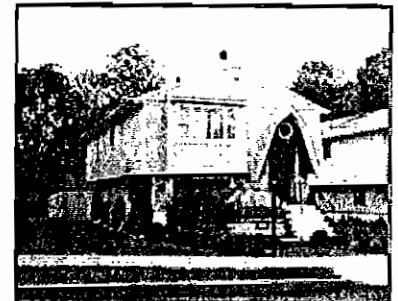
The values in Table 17 quantify the housing unit growth that occurred in the City during the 1990s. As shown by the data, during the 1990s, over 94% of West Haven's new housing development was single-family detached housing, with no new single-family attached, 3 or 4 unit



**Site of Former Sawmill
Road Apartments**

Photo Credit: City of West Haven
Economic Development Corporation

*Of the 935 gross housing
units added to West
Haven's stock between
1990 and 2000, two-thirds
were in single-family
detached form.*



Modern homes on Jaffrey Street



Older 2-Family Structure

In 1999 and 2000, West Haven's net gain was in the bottom 10% of all towns and cities in the State, partly as a result of the limited land available to accommodate new residential development in the City.

structures or larger multi-family structures being built. The City's net gain in housing was routinely in either the bottom half or bottom quarter of all towns and cities in Connecticut. In 1999 and 2000, West Haven's net gain was in the bottom 10% of all towns and cities in the State, partly a result of the limited land available to accommodate new residential development in the City.

Table 17
Housing Units & Construction Activity Authorized: 1990 to 2000
West Haven, Connecticut

Year	Total Housing Units Authorized	1 Unit Detached	1 Unit Attached	2 Units	3 & 4 Units	5 Units or More	Rank in State by Net Gain
1990	38	32	0	6	0	0	59 th
1991	44	42	0	2	0	0	59 th
1992	29	25	0	4	0	0	92 nd
1993	13	13	0	0	0	0	142 nd
1994	20	20	0	0	0	0	120 th
1995	12	10	0	2	0	0	150 th
1996	NR	NR	NR	NR	NR	NR	na
1997	45	43	*	2	0	0	91 st
1998	51	49	*	2	0	0	84 th
1999	40	38	*	2	0	0	164 th
2000	43	43	*	0	0	0	159 th
Totals	335**	315**	0**	20**	0**	0**	

Source: State of Connecticut Department of Economic and Community Development, "Connecticut Housing Production and Permit Authorized Construction Report".

Note: NR – data Not Reported

* - single-family attached units are no longer a category for reporting

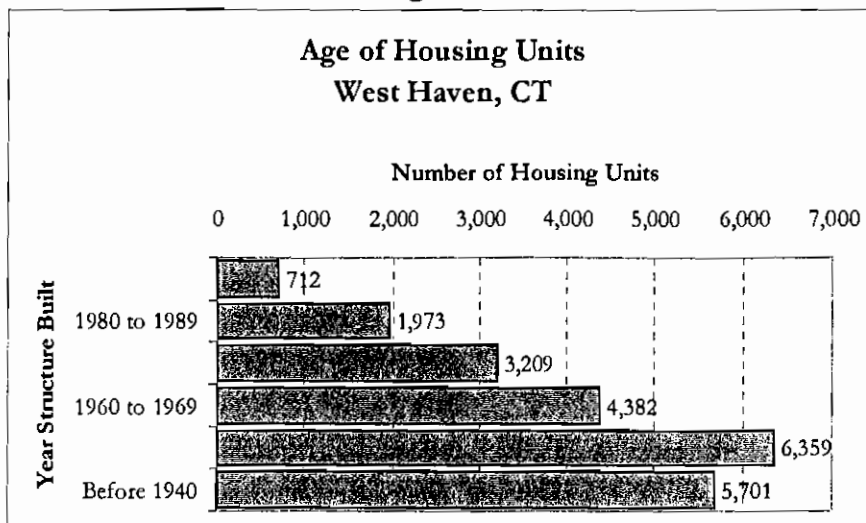
** - total figures do not include numbers for 1996



Post-War Style Ranch Home

One indicator of housing condition and housing variety in a community is the age of the housing stock. The age of housing stock generally affects both aesthetic appeal as well as the availability of a variety of housing types. As shown in Figure 15, West Haven experienced its most dramatic housing growth during the post-war 1940s and 1950s. Over 28% of the City's housing stock was produced during these two decades. Pre-1940s housing comprises just over a quarter of the City's housing stock. Housing produced during the 1960s accounts for 4,382 units or just under 20% of the housing stock. Housing produced during the 1970s is similar at 3,209 units (14.4%), but housing construction slowed down quickly in the 1980s, with only 1,973 (8.8%) units constructed. Only 3.2% of the City's total housing stock was built over the last decade, emphasizing the City's status as nearly built out.

Figure 15



Affordability of Housing

The issue of housing affordability is complex and defies simple solutions. The cost of housing is the result of a variety of factors including, but not limited to: the demand for a specific location, availability of buildable land, and labor and material costs. Other factors, such as the age and quality of the existing housing stock as well as the introduction of new product to the market greatly affect the cost of housing. Other factors independent of housing cost including interest rates, job growth, and local economic conditions all work together to influence the cost and availability of housing. Most of these factors are beyond the control of local governments.

The State of Connecticut requires that the issue of affordable housing be addressed in each community's Plan of Conservation and Development. Development over the years in West Haven has resulted in a variety of different housing types and densities. This variety has resulted in housing choice at various price points. The photos throughout this section illustrate the range of housing available in West Haven. The City's housing stock includes 2, 3 and 4 family homes, a variety of rental housing choices, multi-family ownership options, senior housing and single-family housing primarily consisting of modest post-World War II Capes and ranches. Current zoning regulations are flexible in terms of providing a wide range of allowable densities and housing types.

The City of West Haven directly addresses the issue of affordable housing needs locally through the local Housing Authority and the programs and efforts of its Community Development Administration. At present, the West Haven Housing Authority operates 617 housing units, and oversees an additional 1,009 Section 8 units.⁹ The waiting list for public housing units was closed in 2002 and has approximately 150

⁹ Source: HUD.

The cost of housing is the result of a variety of factors including, but not limited to: the demand for a specific location, availability of buildable land, and labor and material costs. Other factors usually beyond the control of local governments and independent of housing cost including interest rates, job growth, and local economic conditions collectively influence the cost and availability of housing as well.

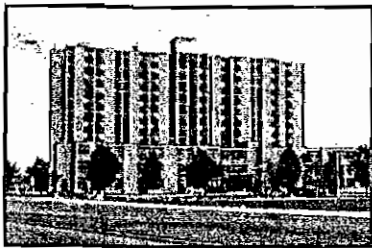


Trumbull Street Single-Family Home



Washington Avenue Single-Family Home

The availability of a significant number of rental units, supportive housing developments and programs offered by the City's Community Development Administration and the West Haven Housing Authority contribute to the provision of decent, safe and affordable housing.



Surfside Apartments



Elm Street Apartments

people on it, most of whom are waiting for elderly units or units with disabled accommodations to open up.

According to the 2002-2003 P.Y. 28 Annual Action Plan, the annual supplement to the City of West Haven's Consolidated Plan for Housing and Community Development, West Haven's public housing stock is generally in good condition citywide. As described previously, just over 25% of the City's entire housing stock was produced prior to 1940. However, the Annual Action Plan notes that a growing problem within the city is a lack of routine maintenance in residential properties. The City's Planning and Development Department enforces West Haven's property maintenance ordinance in an effort to address this problem.

A state-level program promotes development of affordable housing, when less than 10% of the dwelling units in a municipality are either: (i) assisted housing, (ii) currently financed by Connecticut Housing Finance Authority mortgages, or (iii) deed restricted to remain affordable. The most recent data from the State Department of Economic and Community Development Affordable Housing Appeals Program puts the number of affordable housing units in West Haven in 2002 at 3,144. This constitutes 14.08% of the estimated number of housing units in the City, and this level exempts the City from the affordable housing appeals procedure. Affordable housing in West Haven is distributed as follows:

Number of Governmentally Assisted Units:	2,400 units
Number of CHFA/FmHA Mortgages	<u>744 units</u>
TOTAL	3,144 units

The availability of a significant number of rental units, supportive housing developments and programs offered by the City's Community Development Administration and the West Haven Housing Authority contribute to the provision of decent, safe and affordable housing. Given the diversity of the housing stock in tenure, size, and price, West Haven is well positioned to meet the housing needs of a diverse group of residents in the coming decade.

With over 9,400 renter-occupied units, West Haven's median rent in 2000 was \$689. This rent level is lower than the surrounding municipalities with the exception of New Haven. Expectedly, New Haven contains most of the area's rental housing and has a large proportion of its units renting below \$750. West Haven's rental units are generally clustered in the \$500 to \$999 range.

Housing Sales Activity

Housing activity is best described in terms of housing sales within a community. West Haven's median residential sales prices have been below all of the adjacent communities with the exception of New Haven over the past several years. This lower median is most directly related to the variety of housing available in the City, as well as a limited amount of recent residential construction. Housing values in West Haven vary

within neighborhoods and across the City. From a regional perspective, it is not surprising to see West Haven's current median housing price of \$134,900 fall about halfway between those of New Haven (\$105,000) and Milford (\$210,000); West Haven's housing stock shares certain characteristics of both of these cities.

Because of its diversity, West Haven offers housing that is both well above and below the median housing price mentioned above. With a high level of ownership housing available at a variety of price ranges, some of the modestly-priced units for sale are available to low and moderate-income households. To close the affordability gap for those households able to afford monthly mortgage payments and maintenance costs but unable to accumulate the necessary down payment and closing cost resources, the City has used CDBG money to finance a down payment assistance program.

Multi-family housing

Of the approximately 22,336 housing units in West Haven, 26.5 percent are multi-family units (buildings with 5 or more units) and an additional 21.7% of the inventory is in 2 to 4 unit structures. As mentioned earlier, this is a relatively high percentage when compared to other communities of similar size. Most of West Haven's larger multi-family complexes are concentrated in the central part of the City near or along the I-95 corridor. A number of other multi-family developments are scattered around the City, particularly in the southeastern area of West Haven. Most of the 3 to 5 unit structures in West Haven are evenly distributed along the eastern area of the City near New Haven. Two family structures are still found predominantly along this eastern edge, but also have a significant presence in northern West Haven and the beach areas in the southwestern part of the City.

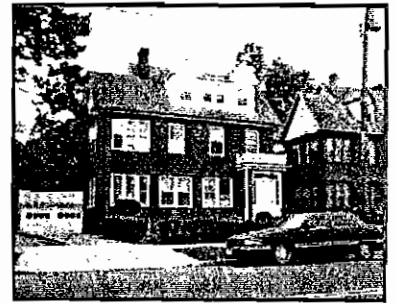
Currently, two-family and three-family housing is a permitted by right in the R-3, R-4 and R-5 zones. Residential Planned Development Districts (RPD), Residential Commercial Planned Districts (RCPD), and Shoreline Planned Development Districts (SPD) all allow multifamily residential uses, as well. Residential apartments located above the ground floor of a building are allowed by Special Permit in the Central Business and Neighborhood Business districts.

Elderly Housing

Housing for the elderly is a critical concern for most communities. As a community's population ages, it is important to provide seniors with the option of multi-unit living communities as an alternative to single-family detached homes. This gives the elderly population a chance to remain within the community and not be forced out by escalating housing prices. Housing product for the elderly spans a broad range of types and supporting services. From housing designed to promote mobility e.g., one-level, grab bars, ramps, etc., to provision of medical and support of daily living functions, there are many variations of housing product. The main distinguishing characteristics of the housing types are the level of



**Single Family Home near
Downtown**



Large Homes on Elm Street



The Regency Apartments



**Captain Thomas Boulevard
Condominiums**

Although the elderly population is expected to increase significantly over the next twenty-five years, future demand for housing facilities will also depend upon market conditions, the economy and similar outside forces that cannot be predicted.

medical assistance and the extent of communal facilities provided. The Housing Element of the Plan of Conservation and Development Updated, released August 2003, provides a thorough list of definitions used to describe various types of elderly housing facilities.

The West Haven Housing Authority and the Human Resource Department address the supportive housing/service needs of the elderly, frail elderly and disabled. Currently, elderly and disabled residents occupy 517 of the 617 rental units (83.8%) managed by the Housing Authority. The City is continuing to meet the needs of these populations through CDBG and other funding sources to address handicapped accessibility requirements, rehabilitation of elderly units, and the expansion of affordable housing options.

Today, West Haven has several elderly housing developments/complexes within its borders. These housing options span a range of configurations to address the lifestyle and medical care needs of a wide spectrum of elderly residents. Although the elderly population is expected to increase significantly over the next twenty-five years, future demand will also depend upon market conditions, the economy and similar outside forces that cannot be predicted. Currently, nursing homes, rest homes, convalescent homes and congregate housing are all allowed by Special Permit in residential zones. Nursing homes, rest homes and convalescent homes are also allowed by Special Permit in the Regional Business zone.

Successful infill development projects focus on filling in the gaps with a mix of housing types (as well as other land uses) at densities and design standards that are consistent with the fabric of the surrounding neighborhood.

C. INFILL DEVELOPMENT

Infill development is the process of developing vacant or underutilized parcels within existing urban or suburban areas that are already largely developed. Successful infill development projects focus on filling in the gaps with a mix of housing types (as well as other land uses) at densities and design standards that are consistent with the fabric of the surrounding neighborhood. Attention to the character of surrounding development is an important component for ensuring that new development fits within the context of the existing neighborhood.

It is more difficult to assess the potential for infill development than the development of raw land because it is a much less straightforward process. Current land use patterns indicate that small, privately-held vacant parcels are scattered across West Haven, with small concentrations of lots evident in the vicinity of Boston Post Road (Rt. 1) and the Allingtown section of the City. Larger undeveloped parcels can be found in the area of Route 34 and Dogburn Road along the West Haven-Orange town line, along Saw Mill Road near the I-95 Exit 42 interchange, and along the West River south of Boston Post Road.

Due to the limited amount of vacant land remaining in the City, future housing development will largely be accommodated through infill development. To ensure such development blends with the scale and

appearance of its surroundings innovative approaches to infill development should be considered. Such consideration should take into account the following whenever in-fill projects are proposed:

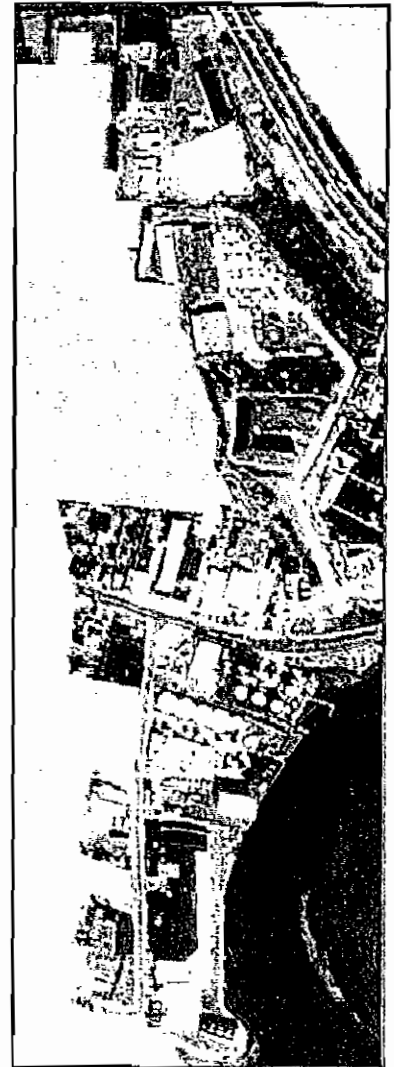
- The building design should fit the scale and character of the surrounding neighborhood.
- The depth of the front yard should be similar to that of adjoining lots to preserve spatial character and vegetation along the street.
- The building mass, side yards and rear yards should respect and relate to those of adjacent lots.
- New buildings should not have a detrimental impact on their immediate neighbors in terms of loss of privacy, sunlight or view.
- Existing trees of a designated dimension should be plotted on the site plan. The preservation of significant existing trees and vegetation in keeping with their surroundings should be encouraged.
- The design of the building should de-emphasize the height of the structure in relation adjoining properties.

D. HOUSING ISSUES, TRENDS AND IMPLICATIONS

In terms of planning for the next 10 years and beyond, several housing issues and trends in West Haven have future implications. These include:

- The City recorded its first population decrease between 1990 and 2000 after two decades of minimal growth. Much of this population loss can likely be attributed to historically-low mortgage interest rates that have made the purchasing of larger, more expensive homes in surrounding residential communities much more attainable. The "built-out" nature of the City has also limited the number of new housing units that could be constructed to attract new residents to West Haven. The demolition of many apartment units near Saw Mill Road also contributed to the population loss.
- Average household size in West Haven is lower than all of its neighboring communities except New Haven, and is lower than that of New Haven County and the State. Smaller household sizes can be attributed to increases in single person households, increases in divorces and separations, concentrations of young professional households which have a tendency to delay marriage or families and large numbers of elderly who chose to live on their own. The variety of housing in the City makes it possible for smaller households, single person households and/or the elderly to remain in West Haven.
- According to the 2000 Census, 55.4% of West Haven's housing stock is owner-occupied and 44.6% is renter-occupied. The 44.6% rental occupancy rate is noticeably higher than both the State of Connecticut's and New Haven County's rental occupancy rates.
- West Haven has more rental housing than its neighboring communities with the exception of the City of New Haven.

The variety of housing in the City makes it possible for smaller households, single person households and / or the elderly to remain in West Haven.



Potential West River
Redevelopment Area

The City recorded its first population decrease between 1990 and 2000 after two decades of minimal growth.

West Haven's higher rental occupancy rate can be attributed to a number of factors including the presence of the University of New Haven, large numbers of rental units constructed during the 1960s and 1970s in apartment complexes, and a spill-over effect from New Haven's large rental market.

West Haven routinely ranked in the bottom half or bottom quarter of all the towns and cities in Connecticut for annual net gain in housing units during the 1990s.

As available residential land becomes more scarce, infill development will likely emerge making the regulation of infill development and redevelopment crucial.

Given the diversity of the housing stock in tenure, type, size and price, West Haven is well positioned to meet the housing needs of a wide variety of residents in the coming decade.

- West Haven's higher rental occupancy rate can be attributed to a number of factors including the presence of the University of New Haven, large numbers of rental units constructed during the 1960s and 1970s in apartment complexes, and a spill-over effect from New Haven's large rental market.
- Between the 1990 and 2000 Censuses, West Haven witnessed a net loss of 343 housing units. Of the gross number of units added to the housing stock, two-thirds were single-family detached. Of the gross number of units lost, 57% were in structures with ten or more units.
- Traditional detached single-family homes increased by 624 units between 1990 and 2000.
- West Haven routinely ranked in the bottom half or bottom quarter of all the towns and cities in Connecticut for annual net gain in housing units during the 1990s. In 1999 and 2000, West Haven ranked in the bottom 10% for net gain.
- Growth in housing units over a decade was less in the 1990s than in the previous three decades of the 1960s, 1970s and 1980s. The Census counted 712 units built in the 1990s; 1,973 units built during the 1980s; 3,209 units built during the 1970s and 4,382 units built during the 1960s.
- As available residential land becomes more scarce, infill development will likely emerge making the regulation of infill development and redevelopment crucial.
- Natural resource conservation and the preservation of open space will likely emerge as a major issue in residential development as the last remaining areas of vacant land are considered for residential development.
- Affordable housing opportunities for elderly individuals seeking independent housing options may be needed to meet future needs of the City's aging population. Much of the multi-family housing developed over the past two decades has been supportive/assisted elderly housing.
- Given the diversity of the housing stock in tenure, type, size and price, West Haven is well positioned to meet the housing needs of a wide variety of residents in the coming decade.

Change in West Haven's Housing Stock and Housing Goals from the 1990 POCD

Unlike some of its suburban neighbors, the City of West Haven has a diverse housing stock that can meet the housing needs of a wide variety of household types. As change continues to be a healthy and inevitable

part of a community's life cycle, determining how best to address change and guide the community productively into the future is an important core concept of this planning process. Thus, after a review of the key housing trends and implications of the past decade, the City's housing goals and objectives must be reassessed and modified to meet the expected changes to come in the next decade.

The 1990 Plan of Development set forth key implications and goals for residential development in the City. These included the following:

- Lower the maximum densities permitted in multi-family districts to 8 and 10 dwelling units per acre;
- Moderate density residential development should range from 5 to 10 units per acre, with development in existing large-scale multi-family development areas not exceeding 10 units per acre and development in established older neighborhoods consistent in size and scale with existing structures and at a density of 8 units per acre or less;
- High-density residential development should be permitted only in several select locations, such as Downtown and designated waterfront areas;
- Low-density residential development should occur in areas already developed at a density of 5 units per acre or less. Development should primarily consist of single-family homes on lot sizes of a minimum of 6,000 to 12,000 square feet. Well-planned cluster developments of a similar density could also be appropriate;
- West Haven should promote the development of affordable housing by continuing its participation in the Connecticut Housing Partnership Program, amending the Zoning Regulations to provide a slight density bonus for cluster or multi-family developments that provide affordable housing, and/or permitting rental apartments above retail uses.

Many, if not most, of these goals still appear to hold true today. The Planning And Zoning Commission will need to evaluate these goals to determine their relevancy for the next decade. Building upon these general recommendations, we have formulated additional several more specific goals and objectives to expand the spirit of these recommendations into tangible actions that will fulfill these goals.

E. HOUSING GOALS & OBJECTIVES

GOAL:

The City of West Haven should focus on enhancing and preserving its neighborhoods while providing opportunities for the development of new housing that meet the needs of people at various stages of their life cycle.

To preserve the high quality of life it offers to West Haven residents, the City should encourage effective physical and infrastructure elements to alleviate land use conflicts between residential and commercial/industrial uses. Measures such as berms, green space buffers, traffic calming, sign control, zoning regulations, and other tools should be available and applied when necessary.

OBJECTIVES:

- Support programs that assist homeowners in rehabilitating and maintaining their homes. Programs should be targeted toward elderly and low to moderate-income populations who may have a greater need for aid.
- Utilize historic district designation to preserve historic structures and maintain neighborhood identity, as well as to protect City landmarks.
- Encourage effective physical and infrastructure elements to alleviate land use conflicts between residential and commercial/industrial uses. Measures such as berms, green space buffers, traffic calming, sign control, zoning regulations, and other tools should be available and applied when necessary.
- Implement a tree-planting program along neighborhood streets, which targets locations with a relative deficiency in landscape features.
- Review and modernize local ordinances and zoning regulations aimed at promoting regular maintenance of residential property to ensure that most up-to-date techniques are being used.
- Ensuring that housing options in West Haven remain safe, decent and affordable for all of the City's residents.

GOAL:

Establish a high standard for innovative approaches to in-fill development in order to minimize potential adverse impacts to existing neighborhoods while promoting new economic life for underutilized properties.

OBJECTIVES:

Create an Open Space Development (OSD) district in the City's zoning regulations as a means to manage the subdivision of land for residential development in a manner that results in more effective conservation of the natural environment and the preservation of community character.

- Recognize where the best opportunities exist for infill development, and review land use patterns, existing zoning classifications, and financing programs to determine the most appropriate measures to ensure infill residential development occurs in harmony with surrounding property uses.
- Create an Open Space Development (OSD) district in the City's zoning regulations as a means to manage the subdivision of land for residential development in a manner that results in more effective conservation of the natural environment and the preservation of community character. Typically, an OSD subdivision results in the preservation of at least 50% of the subdivision as protected open space, while permitting the same gross density as is permitted under existing zoning.

- Consider the establishment of an In-fill Residential Regulation, to retain more public control in assuring new investment is respectful and representative of the surrounding environment.
- Focus limited community resources to make targeted neighborhoods fully ready for infill development, and promote major public investment to stimulate private investor confidence.
- Consider the future of multi-family development in the City to determine what type of multi-family housing is appropriate. For example, multi-family housing as part of mixed use development at specific locations may be a prudent way to meet both housing needs, redevelop sites and contribute to the tax base. Locations for such mixed-use development might be along Boston Post Road, Downtown West Haven and the First Avenue/Campbell Avenue corridor.
- Maintain a balance between residential subdivision growth, mixed-use developments, open space conservation and natural resource protection.

To enhance West Haven's physical landscape in the future, the City should maintain a balance between residential subdivision growth, mixed-use developments, open space conservation and natural resource protection.

GOAL:

Increase the percentage of owner-occupied housing within the City.

OBJECTIVES:

- Consider developing homeownership programs that work towards increasing the percentage of owner occupancy.
- Support homeownership programs that assist renters in becoming first-time homebuyers.
- Ensure that housing options specifically geared toward West Haven's elderly, disabled and low to moderate-income populations remain a substantial and important component of the overall housing stock.

To meet the needs of segments of the population that are at risk, the City should ensure that housing options specifically geared toward West Haven's elderly, disabled and low to moderate-income populations remain a substantial and important component of the overall housing stock.

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X. TRANSPORTATION

A. INTRODUCTION

To ensure West Haven's future growth and prosperity, it is essential to provide a safe, efficient and economically viable transportation system. An integrated system comprised of surface roadways, walkways, greenways, bikeways and mass transit must provide for both inter-town and intra-town travel movements.

The objectives of this transportation planning effort are to help City officials and the public focus on the transportation needs of the community and propose necessary improvements. This section evaluates existing conditions, identifies critical roadway needs, and proposes opportunities for future improvements to the transportation system.

B. EXISTING CONDITIONS

The City's proximity to New Haven, the presence of Interstate 95, and the historic Route 1 and Route 34 transportation corridors have all influenced West Haven's transportation network. The City's roadway system is comprised of a series of interconnected corridors with varying levels of roadway functional classification. West Haven is currently served by 146.81 miles of public roads, eighty-eight percent of which are City roads (129.18 miles) and the balance (17.63 miles) are State roads.

Functional Classification of Roadways

Transportation officials classify roadways based on traffic volumes, accessibility and function. The State DOT has identified five levels of roadway classifications in the City of West Haven: Principal Arterial-Interstate, Principal Arterial- Other, Minor Arterial, Collector and Local Roads. Sometimes, the classification of a road may change along its length or operate differently than its assigned functional classification.

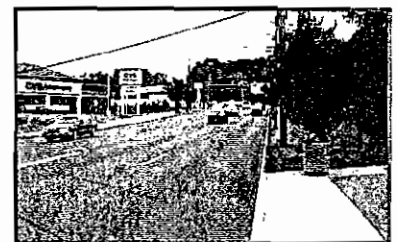
The highest roadway classification in West Haven is Principal Arterial-Interstate. This roadway type provides limited-access, multi-lane, high volume, high capacity facilities intended to provide for and accommodate high speed travel, over long distances with relatively few points of access to the local street system. Within West Haven, Interstate 95 (the Governor John Davis Lodge Turnpike) receives this classification.

The next order of roadway classification is Principal Arterial- Other. This roadway class connects major development and activity centers within West Haven to each other and to activity centers in other towns and accessible expressways. The design of this type of road typically accommodates higher speeds and has greater traffic carrying capacity, with enhanced horizontal and vertical geometry. To maintain the road's thru-traffic capacity and higher design speeds, this road type would ideally provide a more restrictive level of access control to adjacent land uses than do other roads in the City. Principal Arterials within West

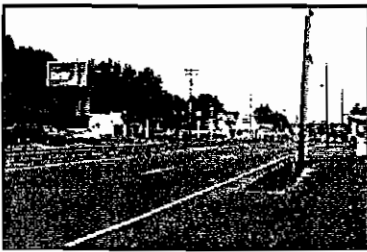
The City's proximity to New Haven, the presence of Interstate 95, and the historic Route 1 and Route 34 transportation corridors have all influenced West Haven's transportation network.



Interstate 95 in West Haven



Boston Post Road (Route 1)



Derby Avenue (Route 34)



Forest Road (Route 122)

Since the preparation of the 1990 Plan of Conservation and Development (POCD), travel patterns and traffic volumes on State roads serving West Haven have remained stable, exhibiting only slight changes in volume on several roads. In fact, there is an overall city-wide downward trend in traffic volumes on State roads in West Haven.

Haven include: Derby Avenue (Route 34) and Boston Post Road (U.S. Route 1).

Minor Arterials are ranked next within the roadway classification hierarchy. This type of roadway connects principal arterials and augments the traffic carrying capabilities of the entire roadway system. Minor Arterials provide a greater degree of access to abutting land uses and do not offer the same level of mobility, as do higher classifications. There are 15 Minor Arterials streets in West Haven.

The next classification of roadways, Collector Streets, provides a higher degree of access to abutting land uses and a somewhat diminished level of through mobility than the higher classifications. There are 22 roadways in West Haven classified as Collector Streets.

Local Roadways, the final classification of roadways, includes all remaining streets. This classification contains a high percentage of street mileage, with roads that provide the highest level of access to abutting land uses and the lowest level of through mobility.

The following "State Functional Road Classifications" map references the classification of roadways as assigned by the State of Connecticut.

Overview of Changes in Travel Patterns Between 1990 and 2000

Since the preparation of the 1990 Plan of Conservation and Development (POCD), travel patterns and traffic volumes on State roads serving West Haven have remained stable, exhibiting only slight changes in volume on several roads. Table 18 identifies historical count data for segments of State roads in West Haven in 1990 and 2000.

A review of Table 18 indicates that there is an overall city-wide downward trend in traffic volumes on State roads in West Haven. In some instances, certain segments of the same highway corridor experienced differing traffic volume characteristics. For instance, most of the Forest Road portion of Route 122 reported notable declines in traffic volumes during the past 10 years, while the First Avenue portion of Route 122 reported substantial increases. In many cases, the complex and varied circumstances that affect traffic patterns make it difficult to identify any one reason for shifts in traffic patterns and volume.

Table 18
Traffic Volume Trends on State Roads in West Haven: 1990-2000

Roadway Link	Average Daily Traffic		Percent Change
	1990	2000	
<u>Route 1 (Boston Post Road)</u>			
Northeast of Budd Place	18,600	18,800	1.1%
East of Prudden Street	16,600	15,800	-4.8%
East of Taft Avenue	20,500	17,600	-14.1%
At New Haven City Line	19,800	19,000	-4.0%
Average Growth Rate for Route 1			-5.7%
<u>Route 34 (Derby Avenue)</u>			
At Orange Town Line	21,400	23,700	10.7%
Southwest of Route 122	23,200	25,700	10.8%
West of Yale Avenue	19,400	21,600	11.3%
Average Growth Rate for Route 34			10.9%
<u>Route 122</u>			
North of Route 34	16,700	12,900	-22.8%
Southeast of Winfred Street	17,200	14,200	-17.4%
North of Orange Terrace	15,300	14,700	-3.9%
North of Homestead Avenue	17,900	17,200	-3.9%
Northwest of Baggott Street	9,400	10,200	8.5%
Northwest of Lamson Street	10,300	10,400	1.0%
Northwest of Clifton Street	13,500	17,600	30.4%
Average Growth Rate for Route 122			-3.1%
<u>Route 162</u>			
Milford Town Line	8,100	9,200	13.6%
North of Ocean Avenue	10,000	7,800	-22.0%
Southwest of Winslow Drive	7,200	7,200	0.0%
Southwest of Platt Avenue (SR 705)	10,200	8,300	-18.6%
South of Barney Hill Road	10,200	7,700	-24.5%
Southeast of Elm Street	19,100	16,100	-15.7%
East of Greta Street	16,300	15,600	-4.3%
Northeast of Meloy Road	20,300	18,000	-11.3%
Northeast of Hilton Drive	23,900	21,500	-10.0%
Southeast of Meadowbrook Road	18,000	14,800	-17.8%
Average Growth Rate for Route 162			-11.9%
<u>Route 705</u>			
East of Route 162	6,700	7,700	14.9%
Northeast of Seaview Avenue	9,700	8,500	-12.4%
South of Ivy Street	10,300	9,000	-12.6%
Average Growth Rate for Route 705			-5.6%
<u>Route 745</u>			
Southeast of Richards Street	10,800	8,200	-24.1%
Northwest of Elm Street	7,100	6,100	-14.1%
West of Kimberly Avenue	29,300	23,600	-19.5%
Average Growth Rate for Route 745			-19.7%

Source: ConnDOT Cartographic / Transportation Data

The most notable traffic volume increases, in terms of numbers of additional vehicles, occurred at the following locations: Route 122 northwest of Clifton Street (an increase of 4,100 vehicles per day); Route 34 southwest of Route 122 (an increase of 2,500 vehicles per day); Route 34 west of Yale Avenue (an increase of 2,200 vehicles per day); Route 162 near the Milford Town Line (an increase of 1,100 vehicles per day); and Route 705 east of Route 162 (an increase of 1,000 vehicles per day).

The most notable traffic volume decreases, in terms of numbers of vehicles, occurred at the following locations: Elm Street (Route 745) west of Kimberly Avenue (a decrease of 5,700 vehicles per day); Forest Road (Route 122) north of Route 34 (a decrease of 3,800 vehicles per day); Bull Hill Lane (Route 162) southeast of Meadowbrook Road (a decrease of 3,200 vehicles per day); Forest Road southeast of Winfred Street (a decrease of 3,000 vehicles per day); and Route 162 southeast of Elm Street (A decrease of 3,000 vehicles per day).

Traffic Accident Analysis

The Connecticut Department of Transportation (ConnDOT) prepares the Suggested List of Surveillance Study Sites (SLOSSS) to identify high hazard highway locations based on traffic accident history. ConnDOT identifies and classifies high accident locations by assigning a value to each location based on the type of incident, accident frequency, the type of roadway, and average daily traffic. Highway segments placed on the SLOSSS are candidates for detailed review to determine if measures should be undertaken to mitigate geometric or roadway environmental problems that could be contributing to the above normal accident history.

During the most recent reporting period (1998-2000), 25 West Haven locations were identified on the SLOSSS. Due to recent events concerning potential State liability for unimproved accident locations, the rankings of these SLOSSS locations are not available at this time.

Several areas across the City stand out as locations with relatively high frequencies of motor vehicle accidents. Two segments along Route 1, at the intersection with Brower Street and Route 122 and between Gilbert Street and Route 10, registered 117 and 88 accidents during the most recent study period, respectively. 157 accidents were reported at the Campbell Avenue interchange with Interstate 95, while 103 accidents were registered along the interstate's 1.2 mile stretch between Exits 42 and 45. In addition, 60 accidents occurred along Route 162 between Greta and Voss Streets, near the Exit 42 northbound ramps.

Land Development Trends and Associated Traffic and Transportation Impacts

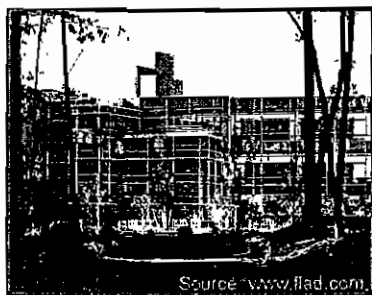
West Haven has experienced steady land development since the adoption of their 1990 POCD. One indicator of growth is the issuance of State Traffic Commission (STC) Major Traffic Generator Certificates (e.g. projects with 100,000+ gross square feet of building space and/or 200



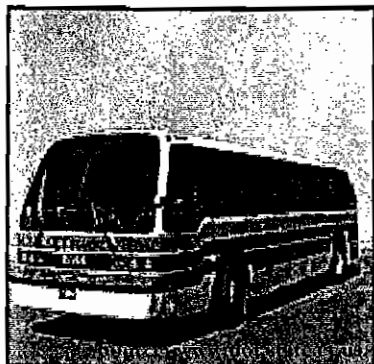
Route 122 Northwest of Clifton Street

During the most recent reporting period (1998-2000), 25 West Haven locations were identified on the SLOSSS.

Highway segments placed on the SLOSSS are candidates for detailed review to determine if measures should be undertaken to mitigate geometric or roadway environmental problems that could be contributing to the above normal accident history.



Bayer Corporate Headquarters



CTTransit Fleet Bus

The ten bus routes that run operate throughout the City connect West Haven to the bus system serving the Greater New Haven area as well as to the Coastal Link to communities in Fairfield County. The frequency of service varies between bus routes, with the Sylvan Avenue line (O2) offering the most frequent service (25 minute headways during peak commuter hours).

parking spaces). There are 13 West Haven projects that have received STC Certificates since 1980. Six projects have received STC permits since the preparation of West Haven's 1990 Plan of Conservation and Development, including four permits for land straddling the West Haven/Orange boundary, relating to expansions and new construction as part of Miles, Inc. and the Bayer Corporation.

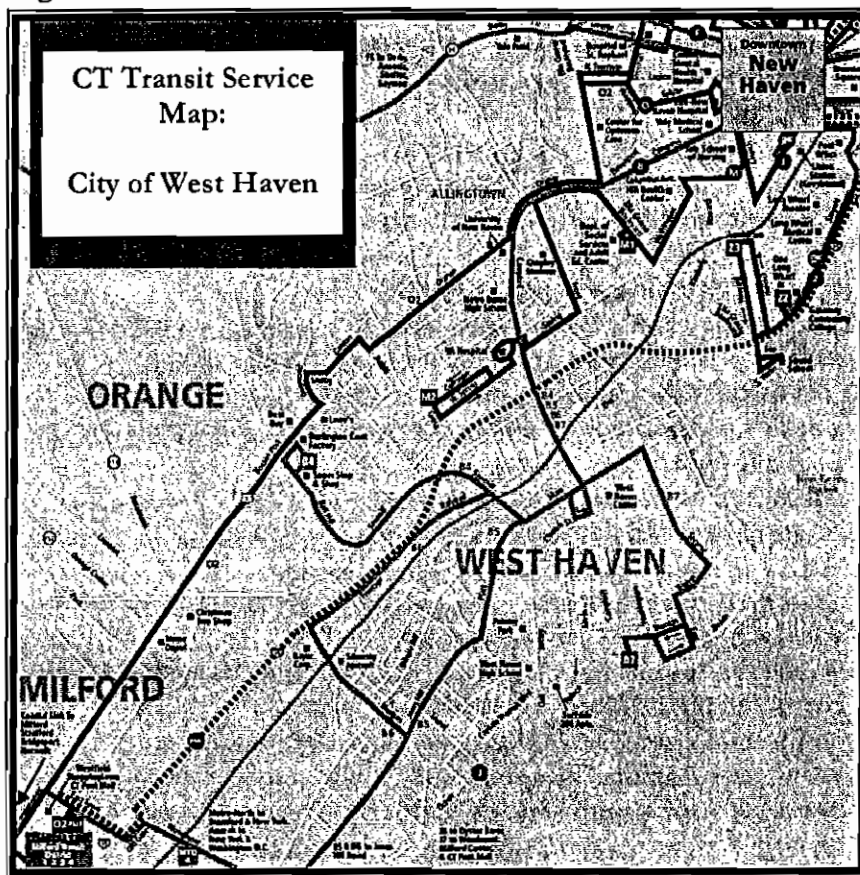
Transit Network

Connecticut Transit (CTTransit) provides public bus transit service in West Haven, as summarized in Table 19 and graphically represented in Figure 16. The ten bus routes summarized below connect West Haven to the bus system serving the Greater New Haven area as well as to the Coastal Link to communities in Fairfield County. Bus Routes B4, B5, B7, F6, J5, J7, M2, and O2 offer Saturday service and Sunday service is provided on Routes B4, J6, and O2. The frequency of service varies between bus routes, with the Sylvan Avenue line (O2) offering the most frequent service (25 minute headways during peak commuter hours). Bus route and schedule information can be found on the CTTransit web site at www.cttransit.com. In addition to the CT Transit bus service, West Haven has a trolley bus service serving Seniors and those with physical disabilities.

Table 19
Bus Routes Serving West Haven: 2003

Bus Route	Description
B4	Campbell Ave, Main St, Sawmill Rd, Bull Hill La, Super Stop & Shop
B5	Campbell Ave, Main St, Platt Ave, Jones Hill Rd
B6	Campbell Ave, Main St, Sawmill Rd, Railroad Ave, Frontage Rd, Morgan La, Jones Hill Rd
B7	Campbell Ave, Main St, Second Ave, Blohm St, Captain Thomas Blvd
F6	Route 34 to Derby, Ansonia, Shelton, Seymour
J5	Elm Street, Campbell Ave, Captain Thomas Blvd, Palace St
J6	Elm Street, Campbell Ave, Captain Thomas Blvd, Ocean Ave to Oyster River
J7	Elm Street, Campbell Ave, Captain Thomas Blvd, Ocean Ave to Woodmont, Milford Center, Connecticut Post Mall
M2	Front Ave, Spring St, Greta St, Veterans Hospital
O2	Rte1: Boston Post Road, Canton St, Meloy Rd, Dogwood Rd, Post Rd to CT Post Mall (Coastal Link)

Figure 15



Source: Connecticut Transit Website at <http://www.cttransit.com>

West Haven Shorefront Boardwalk

West Haven possesses a multi-use shorefront boardwalk that offers an alternative transportation route set within a scenic coastal environment. In fact, the City's waterfront can be viewed as a major open space corridor, anchoring the southern edge of an interconnected, city-wide system of open spaces, parks and recreational areas. The City's beaches and boardwalk currently offer 3 miles of open space greenways along this beautiful shorefront corridor, making the waterfront readily accessible to the public. As of 2003, the boardwalk's alignment begins near Sea Bluff Beach and stretches eastward to the Second Avenue Triangle. The following section of this report includes a preliminary proposal to integrate and expand West Haven's existing boardwalk into an ambitious harbor side trail terminating at New Haven's Lighthouse Point Park.



Boardwalk and Bike Path

South Central Regional Council of Governments (SCRCOG) - Transportation Initiatives Affecting West Haven

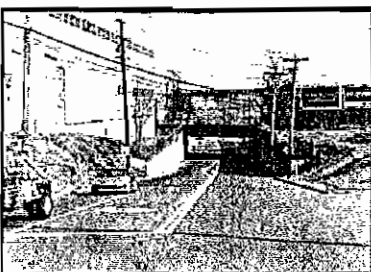
The SCRCOG is responsible for regional transportation planning activities and for the programming of area transportation projects that will receive federal transportation monies. A review of SCRCOG's Regional Plan of Development (November 2000), Transportation Plan for the Year 2020 (January 2001), Transportation Enhancement Report (September 1998), A Harborside Trail Report (September 1998), and



Exit 42 Ramps to be Reconfigured



Recent Streetscape Improvements



Railroad Underpass at Saw Mill Rd

Transportation Improvement Program (June 2002) reveals several transportation recommendations which will affect West Haven during the next ten years. These may include:

- Improvements along portions of Route 122, Route 162, and Route 1, including an increase in the number of travel lanes.
- Reconfiguration of Interstate 95 interchange at Saw Mill Road to increase vehicle capacity, at approximate cost of \$30 million. (Ongoing, completion expected 2005).
- Encouraging infill development along Route 34, centered on the well-situated 100-acre Acorn Technology Campus property.
- Promoting the creation of an attractive mixed-use project to establish a significant gateway activity center at Kimberly Avenue near the New Haven city line.
- Redevelopment of the 170-acre corridor along Front Avenue.
- Commercial redevelopment at Sawmill Road to create a feasible retail node near a reconfigured I-95 interchange.
- Continue public-private cooperation directed towards the enhancement of the City's Downtown.
- Establish a 10-mile multi-use trail, from the Savin Rock area of West Haven to Lighthouse Point Park in New Haven.
- Implementing a 2,200 foot-long extension of the central area streetscape upgrades along Campbell Avenue north of the railroad overpass, costing approximately \$650,000, to expand upon the already completed streetscape improvements in portions of Allintown, and south of Elm Street.
- The restoration of wetlands and tidal flushing along the Cove River and Old Field Creek are estimated to get underway in 2004, at costs of \$150,000 and \$250,000, respectively.
- ConnDOT plans to commit roughly \$235,000 to reconstruct a culvert along Route 122 near the base of the Interstate 95 southbound off ramp by 2004.
- The addition of a second Route 122 southbound turning lane from Route 34 at a cost of around \$600,000.
- Resurface Interstate 95 between Greta Street and the West River, at an approximate cost of \$7.1 million.

West Haven Train Station

Several of the SCRCOG's documents introduce the concept of a new railroad station between New Haven and Milford. If implemented, a new station could relieve parking demand at neighboring stations, while offering a real transit alternative to Interstate 95. The SCRCOG recently recommended the West Haven site near the intersection of Sawmill Road and Elm Street as the preferred site for a new railroad station. Consistent with this recommendation, the City has gone forth and prepared a Conceptual Master Plan for a Transit Oriented Development (TOD), centered on the establishment of a train station in West Haven.

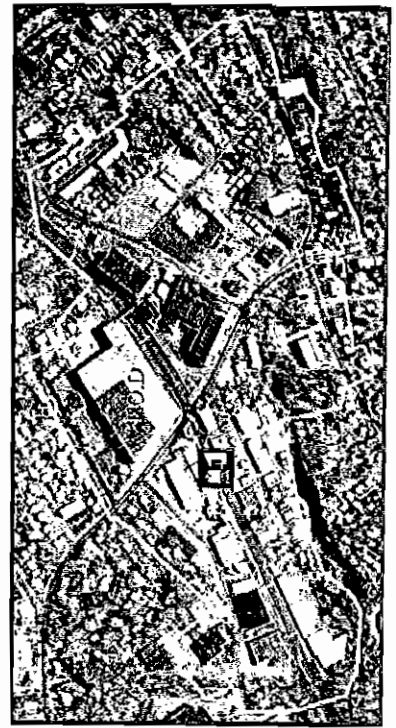
The purpose of the Transit Oriented Development Concept Master Plan is to provide a vision and implementation framework for the role the West Haven Train Station can have on shaping the City's future, capitalizing on its potential to spur major economic development initiatives and facilitate the redevelopment of the adjacent brownfield neighborhood while bolstering Downtown revitalization efforts. From three alternatives, the report identifies a single concept as the preferred strategy to create the TOD neighborhood. This preferred concept could: turn underutilized brownfield buildings and land into viable economic uses benefiting the city and the surrounding region; utilize existing municipal infrastructure; buffer adjacent residential neighborhoods; and provide connectivity among the new train station and major employment centers.

The success of a TOD is highly dependent on the balanced relationship between a mix of land uses accommodated by a diverse transportation system. Some of the key recommendations geared toward optimizing the positive results of the TOD include:

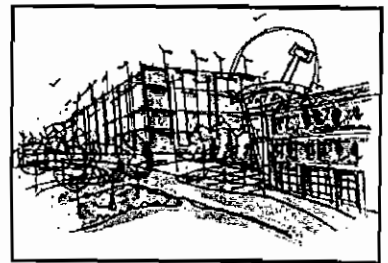
- Maximize the Opportunities for Brownfield Economic Development
- Reinforce Downtown Revitalization Activities
- Create a "Gateway" Opportunity
- Maximize Opportunities for Multi-Modal Mobility and Connectivity

The current improvements at the Exit 42 interchange and the widening of Sawmill Road will result in an enhanced entry sequence for Downtown West Haven, via the TOD. Creative site planning and architectural detailing can provide a new gateway to the City that highlights this entrance to Downtown. Recommended design guidelines for development within the TOD project area would encourage a pedestrian friendly environment extending from the train station, through the TOD neighborhood and connecting to Downtown. The proposed TOD has the potential to stimulate over \$100,000,000 of investment in this area of the City, resulting in the creation of 2,000 jobs.

The following section identifies a comprehensive program of roadway improvements recommended to mitigate traffic congestion, improve traffic circulation, improve vehicular and pedestrian safety, calm traffic flows in commercial districts and residential neighborhoods and encourage multi-modal travel. These recommendations are in addition to the ongoing and upcoming projects that are currently scheduled by the City and ConnDOT.



TOD Neighborhood Area



TOD Conceptual Rendering

C. TRANSPORTATION GOALS & OBJECTIVES

Provide general roadway improvements and implement transportation strategies to benefit the Boston Post Road corridor, including a road widening strategy, similar to the proposed Route 1 central turning lane in the Town of Orange, as a means to improve the flow of traffic along this roadway.

GOAL:

Provide general roadway improvements and implement transportation strategies to benefit the Boston Post Road (Route 1) corridor.

OBJECTIVES:

- Pursue a road widening strategy, similar to the proposed Route 1 central turning lane in the Town of Orange, as a means to improve the flow of traffic along Boston Post Road through West Haven.
- Consider the expansion of streetscape improvements along Route 1 from Allintown westward past the University of New Haven campus. Improved paving material, street trees, and pedestrian lighting are elements to consider for inclusion in the upgrades.

GOAL:

Provide roadway improvements to benefit the Route 122 corridor.

OBJECTIVES:

- Widen Campbell Avenue to accommodate two through lanes and one exclusive left turn lane for vehicles continuing south on First Avenue (Route 122). Also, the University of New Haven has expressed interest in widening Ruden Street to provide an exclusive right turn lane for vehicles turning south onto Campbell Avenue.

Provide roadway improvements and transportation strategies to address problem areas along the Route 162 corridor. Consider specific improvements at the Platt Avenue – West Main Street Intersection, as well as improvements corresponding with the establishment of the TOD along Sawmill Road.

GOAL:

Provide roadway improvements and transportation strategies to address problem areas along the Route 162 corridor.

OBJECTIVES:

- The intersection between Platt Avenue and West Main Street is typified by a horizontal curve, a fork in the roadway, and a slight change in grade. To provide safer roadway conditions, the City should encourage the State to consider devising a realignment strategy for this intersection. The formation of a "T" junction and installation of traffic signals could significantly improve this intersection, without significantly encroaching on the adjacent park.

GOAL:

Improve the flow of vehicular traffic along shorefront roadways.

OBJECTIVES:

- Captain Thomas Boulevard connects with Ocean Avenue and Beach Street to accommodate vehicular circulation paralleling the City's shoreline at Long Island Sound. Together, these roadways provide direct access to many of the residences, businesses, and community facilities in the City's southern limits. The City should consider interconnecting traffic control signals between these roadways to improve the overall flow of traffic along the City's shoreline.

Establish optimal truck routes to allow easy access between Interstate 95 and the city's industrial areas that do not negatively impact established residential neighborhoods.

GOAL:

Establish optimal truck routes to allow easy access between Interstate 95 and the city's industrial areas that do not negatively impact established residential neighborhoods.

OBJECTIVES:

- Paralleling Interstate 95, Frontage Road provides access to many industrial establishments located immediately south of the highway, and intersects with Morgan Lane near the interstate overpass. The severe change in grade at this intersection provides a challenge for trucks turning right from Frontage Road toward Prindle Road. The City should explore potential right-of-way acquisitions that could divert truck traffic from Frontage Road to Morgan Lane at a point closer to the railroad corridor, to provide a more amenable travel route with less steep slopes for trucks.

GOAL:

Provide a roadway extension from Fresh Meadow Road to the Acorn Technology Campus that connects to Route 34.

OBJECTIVES:

- The Acorn Technology Campus is an office park that will open in the near future. While access to the park is already available from Derby Avenue, there is potential for additional access from the south. One viable option is to extend a roadway from Fresh Meadow Road that would make use of the Dogburn paper road to connect to Route 34, thereby providing employees, visitors, and emergency personnel another travel route in this portion of West Haven. As of the end of 2003, the City is currently seeking federal funding for this roadway.

Provide a roadway extension from Fresh Meadow Road to the Acorn Technology Campus that connects to Route 34. Extending a roadway from Fresh Meadow Road that would make use of the Dogburn paper road to connect to Route 34 could provide employees, visitors, and emergency personnel another travel route in this portion of West Haven.

GOAL:

Provide roadway improvements to remedy the awkwardly aligned curve between Fresh Meadow Road and Farwell Street.

Provide enhancements to the city's sidewalk system, the shorefront boardwalk, and other greenway initiatives to improve the functionality of this pedestrian-oriented public infrastructure.

Establish a pedestrian trail network to interconnect municipally owned parks and open space properties throughout the City. Attention should be focused in the short term on linkages that would connect multiple properties over a short distance.

The City should devise a plan to identify and close significant gaps in the sidewalk system. Such tasks can be completed in a series of phases, with the most important connections being established immediately, while other minor gaps are remedied over the long-term.

OBJECTIVES:

- The intersection between Fresh Meadow Road and Farwell Street is typified by a sharp "S" curve over a notable slope. The City should implement the completed design plans to realign this portion of the roadway to reduce the severity of the horizontal curve. This project is currently on the regional Council of Government's TIP List, with funding appropriations tentatively scheduled for 2006-2007.

GOAL:

Provide physical enhancements to the city's street and sidewalk system, the shorefront boardwalk, and greenway initiatives to improve the functionality and visual appeal of these vital public corridors.

OBJECTIVES:

- As funding becomes available, pursue simple and achievable streetscape enhancement measures that focus on improving the visual appeal of important city roadways. High priority for such beautification efforts should initially be placed on Campbell Avenue, Kimberly Avenue, and First Avenue, given their role as key gateways to the City's popular waterfront district.
- Extend the boardwalk from Bradley Point westward toward the Milford city line, paralleling the alignment of Ocean Avenue.
- Establish a pedestrian trail network to interconnect municipally owned parks and open space properties throughout the City. Attention should be focused in the short term on linkages that would connect multiple properties over a short distance. For example, several open space properties along the Cove River near West Haven High School are within walking distance of Painter Park, Raye Park, and other open space acquisitions east of Kelsey Avenue. Pedestrian linkages among these destinations can offer residents an attractive alternative to short vehicular trips and an improved quality of life.
- Explore the potential of reclaiming portions of the old Derby-New Haven rail bed to piece together short pedestrian linkages as additional greenway opportunities. While the former rail bed's alignment is in a mixture of public and private ownership, the City should at least study the situation to see if there are viable undeveloped sections that could be restored as hike or bike trails.
- The SCRCOG's Harborside Trail Report includes cost estimates for a 10-mile trail from Bradley Point in West Haven to New Haven's Lighthouse Point Park, which should receive city support for implementation over the long term. The proposed improvements for West Haven sections of the trail have a projected cost of \$4.1 million.

These plans include the upgrading and widening of the trail east of Washington Avenue, in part to mitigate the problematic transition between trail segments of different widths that currently exists.

- The City's sidewalk system is extensive for a community of West Haven's size. However, gaps do exist in segments of the city's network, greatly reducing pedestrian safety and accessibility in certain areas of the City – particularly the near the waterfront. The City should devise a plan to identify and close significant gaps in the sidewalk system. Such tasks can be completed in a series of phases, with the most important connections being established immediately, while other minor gaps are remedied over the long-term.

GOAL:

Provide traffic calming improvements to reduce the adverse impact of vehicular traffic on residential neighborhoods when traffic volume and speed warrant.

Provide traffic calming improvements to reduce the adverse impact of vehicular traffic on residential neighborhoods when traffic volume and speed warrant.

Objectives

- Establish a task force to develop a neighborhood traffic-calming program that identifies priority areas, assures communication, develops consensus and provides for rational allocation of available resources.
- Consider the creation of center-landscaped medians along West Haven's minor arterial and collector roadways where appropriate. Medians provide aesthetic benefits and shelter for pedestrians as well as a traffic calming affect. All designs should be compatible with existing traffic signal networks in place.

GOAL:

Utilize access management improvements and curb cut controls to improve the flow of vehicular traffic along congested roadways.

OBJECTIVES:

Ongoing access management planning and implementation are important tools for promoting traffic safety and maintaining the "carrying capacity" of arterial streets. Techniques such as combining driveways and/or restricting turning movements should be evaluated as opportunities arise.

GOAL:

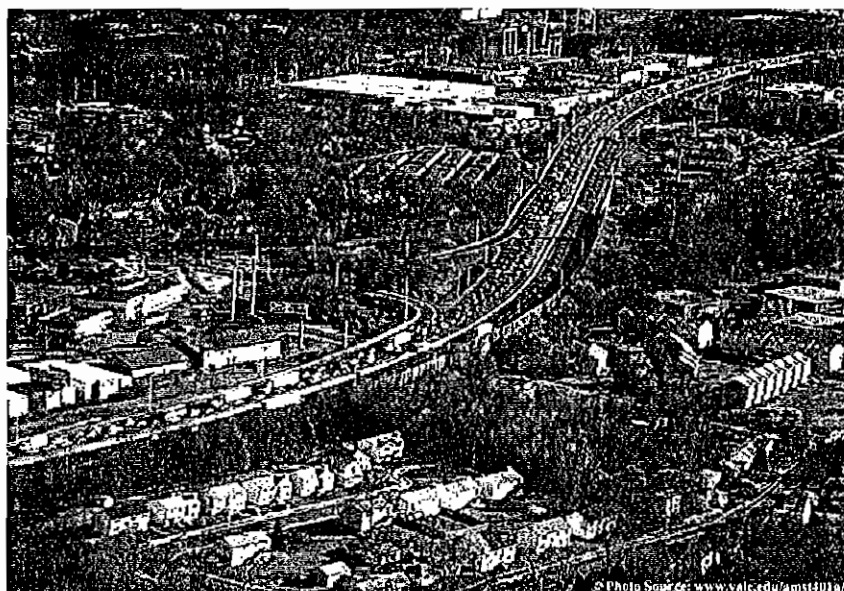
Provide straightforward, attractive, and easy-to-use mutli-modal transportation connectivity to increase convenient transportation alternatives to short vehicular trips.

Provide straightforward, attractive, and easy-to-use mutli-modal transportation connectivity to increase convenient transportation alternatives to short vehicular trips.

Upon the establishment of the West Haven Train Station and corresponding Transit Oriented Development, it will be imperative to provide a means of transporting people between the station and their respective place of employment. Therefore, options such as a shuttle system or locally operated city bus routes should be considered in providing this key link within the overall multi-modal transportation system.

OBJECTIVES:

- Continued infill development, particularly within the West River Project Area, Front Avenue Corridor, and along Sawmill Road, could lead to a greater utilization of public transportation. Pedestrian shelters and amenities should be incorporated into all new designs and maintained to ensure optimum efficiency and attractiveness to the transit user.
- If the West Haven Train Station and corresponding Transit Oriented Development are established, it will be imperative to provide a means of transporting people between the station and their respective place of employment. While some commuters may be within walking distance from the station, some of the larger employers (including Bayer Pharmaceuticals, the University of New Haven and the VA Hospital) are located outside of a convenient walking distance. Therefore, options such as a shuttle system or locally operated city bus routes should be considered in providing this key link within the overall multi-modal transportation system.



Interstate 95 near the Exit 42 Interchange

XI. DOWNTOWN WEST HAVEN

A. INTRODUCTION

Plans for the future of Downtown West Haven assume that change is a constant and that a program of continuing, coordinated, incremental actions involving the cooperative efforts of the City, property owners and merchants can effectively manage and influence future change to Downtown's advantage.

Downtown Context

Downtown has historically functioned as the primary business and government center of West Haven. The combination of improvements to Route 1, the construction of I-95, changing suburban development patterns and the advent of dominating national chain retailers have contributed to the dispersal of many of Downtown's core general merchandise and apparel retailing functions to suburban shopping centers. Today, City Hall, several churches, fraternal organizations and other public buildings, including the West Haven Public Library, the Elm Street Fire Station, the Washington School and the Post Office are located within Downtown, making it the civic heart of the City. Downtown includes nearly 2,000,000 square feet of building space containing a wide variety of uses. Ground floor building space within the Downtown area currently has a low vacancy rate of less than 5%. Figure 17 illustrates the diversity of existing building uses in Downtown today.

Downtown Neighborhoods

It is estimated that 8,500 people live within a 5-minute walk of Campbell Avenue in Downtown. This population represents a very important marketing opportunity for Downtown merchants and the resulting pedestrian activity that brings life and vitality to Downtown's street scene. The health of any downtown is largely dependent on the health of its surrounding and supporting neighborhoods. The future health of the residential neighborhoods surrounding Downtown West Haven will have a significant impact upon its future.

Downtown's Transportation System

The City street system serving this area provides excellent accessibility and visibility for Downtown's many businesses and institutions. The grid street system also provides excellent connectivity to surrounding residential neighborhoods and to the balance of the City. Pedestrian circulation in Downtown is also good, with sidewalk connections to the surrounding residential neighborhoods, no hills to discourage walking and stores fronting on wide sidewalks. Transit service within the Downtown area is provided by the Connecticut Transit system and runs the full length of Campbell Avenue and Main Street, as well as portions of Elm, Church and Court streets. Bus shelters are located in the heart of Downtown, serving the areas non-driving patrons. Downtown is also served by the City's Savin Rock Trolley, which provides transit service to the City's senior and disabled populations.



West Haven Green

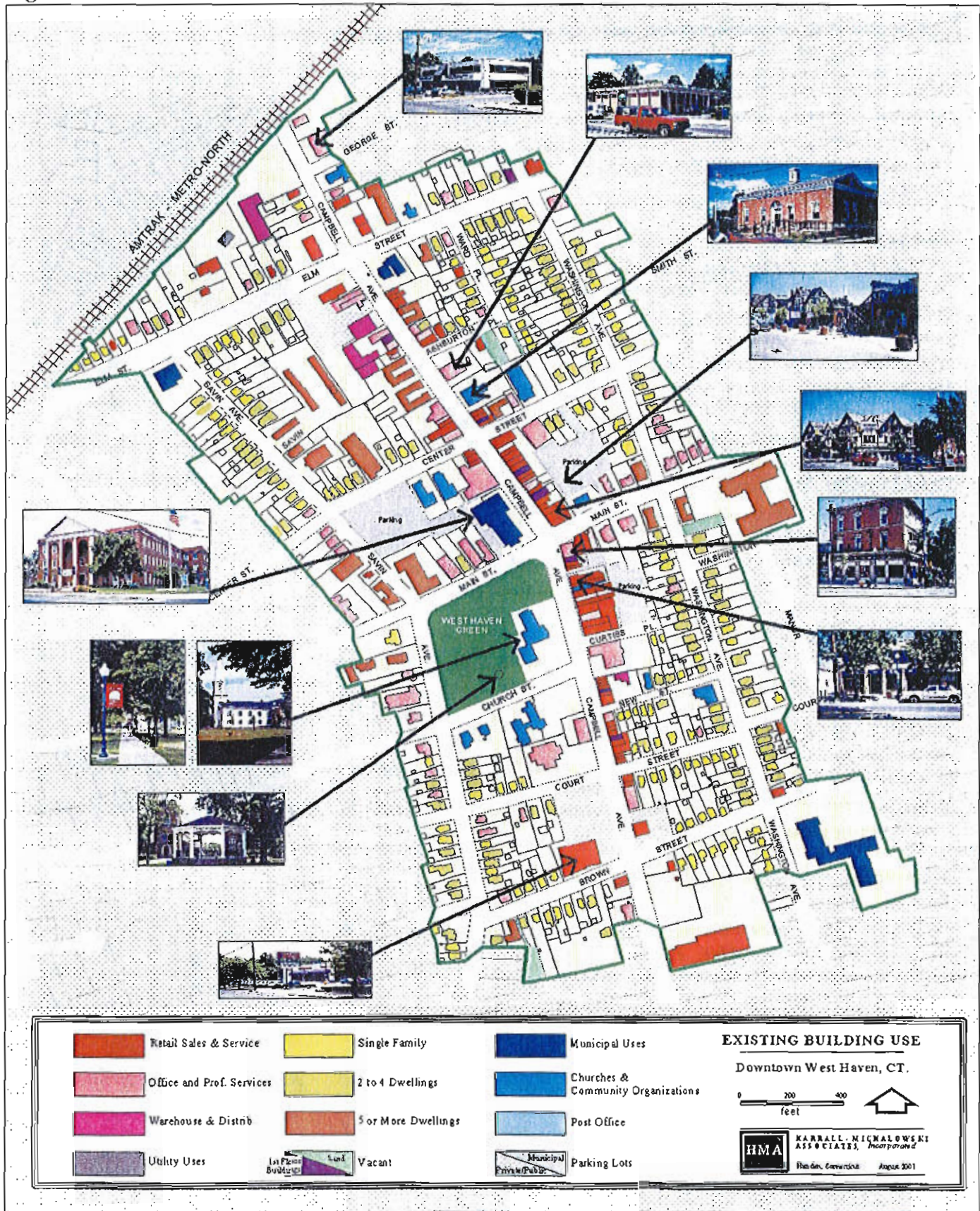


Residential Streetscape



Savin Rock Trolley

Figure 17



Downtown Parking

The combination of Downtown's grid street system and on-street parking enables many Downtown shoppers to view the store or business they desire to visit from their car and park nearby. Downtown has 270 on-street parking spaces and three municipal parking lots located near the center of Downtown containing 300 parking spaces. These 570 municipal parking spaces are complemented by several parking lots associated with individual businesses and institutions.

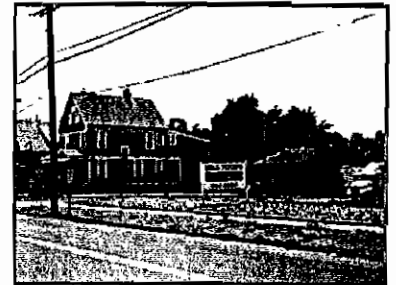


Campbell Ave. On-Street Parking

Downtown's Problems and Weaknesses

Understanding Downtown's problems and weaknesses is important to formulating revitalization strategies that address current conditions. The following is a summary of problems which need to be recognized and dealt-with:

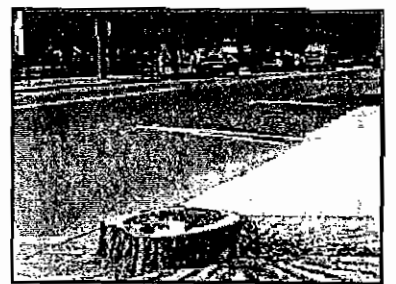
- Entries into Downtown are not well defined. Little signage exists to let the potential patrons know that they are approaching Downtown;
- Downtown lacks building mass and activity at its important northern gateway- around the intersection of Campbell Avenue and Elm Street. With the exception of the library, buildings located at this intersection are set-back from the street, with parking between the buildings and the sidewalk edge;
- Several breaks in the historic building wall fronting on Campbell Avenue act to disrupt the cohesive visual qualities of Downtown;
- Parking lots which front on Campbell Avenue are out of character with the historic building wall which characterizes the balance of Downtown's streetscape;
- Ground floor office uses, warehousing and storage businesses reduce pedestrian activity.
- Several Downtown storefronts could benefit from facade and signage improvements;
- Some Downtown sidewalks are in need of repair and most sidewalks need to be cleaned more often, especially during the Fall and Winter months;
- Missing and dying street trees detract from Downtown's otherwise attractive streetscape;
- Downtown lacks a coordinated and focused retail merchandising program;
- The Downtown merchants organization needs to be supported and reinvigorated to address Downtown issues on a united front;
- Some retail store hours of operation are not competitive with suburban shopping centers;
- Zoning provisions that allow the conversion of residential dwellings on adjacent streets outside of the Downtown boundary are detrimental to Downtown revitalization efforts.



Vacant Lot - Northern Gateway



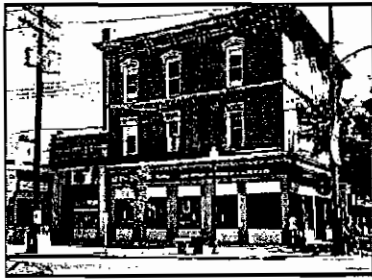
Campbell & Elm



Missing Street Trees

Downtown's Strengths and Opportunities

The following are important strengths of Downtown West Haven that can become the foundation upon which a revitalization strategy can be built:



Altschuler Building-Main & Campbell



Attractive Residential Neighborhoods



West Haven City Hall



Pedestrian Scaled Environment

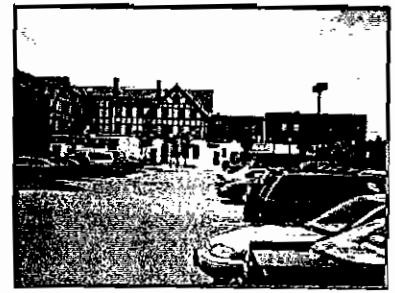
- Good vehicular access to the surrounding residential neighborhoods and the balance of the City;
- The architecture of many Downtown buildings is visually appealing;
- Churches bring people into Downtown and generally enhance the visual quality of the area;
- Civic functions and community organizations, including City Hall, the renovated Library, the Post Office, Knights of Columbus, etc. bring people into Downtown;
- Downtown has several long-established merchants and restaurants whose markets have remained reasonably strong in the face of changing demographics and shopping habits;
- Downtown has a mix of existing retail businesses upon which to build;
- A strong concentration of medical offices creates significant Downtown business activity;
- Downtown has a good parking inventory to support retailing and office uses;
- Downtown is surrounded by mostly attractive surrounding residential neighborhoods;
- Downtown offers an attractive pedestrian environment.

B. VISION FOR DOWNTOWN

Recommendations for the future of Downtown West Haven are based on a set of assumptions about the role of Downtown in the City's future. The following summarizes the visions for the future of Downtown:

- Downtown West Haven will be the principal focal point for many social, governmental and cultural activities for the full spectrum of West Haven's population;
- Downtown will be characterized as a welcoming environment which embodies and honors the ethnic, racial, cultural, age and economic diversity of the City's residents;
- Downtown will be characterized by a greater sense of vitality through improvements to the diversity and intensity of activities;
- Downtown will have upgraded, attractive storefronts which are well maintained by owners and merchants, indicating a sense of pride of ownership;
- Downtown will offer additional off-street parking which is convenient, safe, attractively signed, well maintained and screened from Downtown's streets;
- Downtown will have clean streets, gutters and sidewalks;
- The upgrading of Downtown's distinctive buildings will create a diverse and interesting environment for residents and shoppers who value tradition, variety and personal service over the often indifferent offerings of suburban shopping centers;

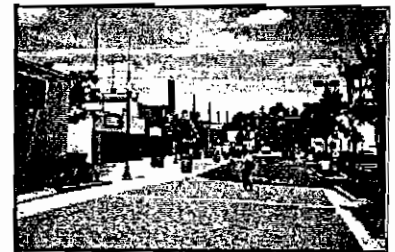
- Downtown merchants and service providers will offer merchandise in their establishments which targets available markets in an attractive manner and setting, while emphasizing personal service and strong knowledge of product;
- Downtown's role as a community-gathering place will be obvious because people will be there. A broad mix of retail, service, cultural, social and institutional uses and attractive public spaces that only a Downtown can provide will foster pedestrian activity. These elements provide the opportunity for the social interaction needed to enrich the Downtown as a place to do business and as a place to be.



Convenient Parking

Change is a Constant

The plan for the revitalization of Downtown West Haven is intended to be a management tool for change and is tied to the collective visions for Downtown. The revitalization plan focuses on providing needed goods and services for City residents; retaining and expanding an important segment of the City's tax base; maintaining an attractive business investment climate and supporting the residential areas surrounding Downtown. The plan is designed to benefit Downtown's existing merchants and businesses by strengthening the existing retail base, filling vacancies and guiding future development to upgrade the area's business mix and physical character.



Pedestrian Access to Silver's Parking Lot

Team Work

To ensure Downtown's long-term success, a revitalization team with the necessary resources needs to be formally created and assigned the responsibility for the plan's implementation and to respond to Downtown's changing circumstances. Implementing a revitalization plan is an ongoing process. The many interests in Downtown need to be blended together and organized to create the resources and positive attitudes needed for a successful revitalization effort. Since neither the public nor private sector holds all the keys to success, collaboration and coordination of efforts are essential to realize area improvement. The City, local merchants, service businesses, building owners, area residents and institutions each have an important role to play in the successful revitalization of Downtown. Success will be achievable only when all parties are committed to contributing the essential resources and personal efforts needed to implement the revitalization strategy.



Recent Addition to Downtown

Develop a greater sense of vitality in Downtown by encouraging a mixture of land and building uses that promote a greater intensity of activity.

As businesses “turnover” in Downtown, the Merchants Association, working with area property owners and the City, should promote a strategy to encourage the location of retail uses at the ground floor level in Downtown to develop more visual interest for shoppers, pedestrians and visitors.

Support the conversion of vacant upper floor office space to market rate residential uses as a second option. Residential uses can bring additional pedestrian activity, vitality and buying power Downtown.

C. DOWNTOWN IMPROVEMENT GOALS & OBJECTIVES

GOAL:

Develop a greater sense of vitality in Downtown by encouraging a mixture of land and building uses that promote a greater intensity of activity.

OBJECTIVES:

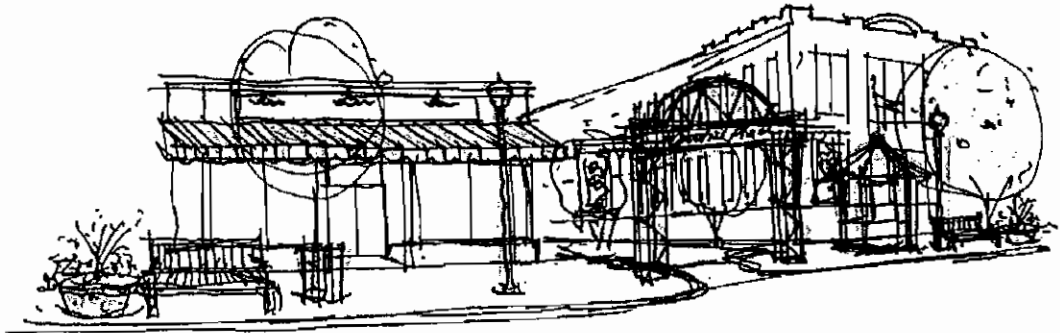
- Recognize and reinforce Downtown’s traditional role as the City’s center for municipal, retail, office, service and cultural uses when considering land use and building use changes.
- As businesses “turnover” in Downtown, the Merchants Association, working with area property owners and the City, should promote a strategy to encourage the location of retail uses at the ground floor level in Downtown to develop more visual interest for shoppers, pedestrians and visitors.
- Recognize and strengthen Downtown’s position as West Haven’s center for health care service providers. Market this feature to develop additional professional uses and to promote the Downtown location of businesses that are ancillary to this core business cluster.
- Encourage the location of professional offices and service businesses on the upper floors of commercial buildings as part of a building reuse strategy for Downtown.
- Support the conversion of vacant upper floor office space to market rate residential uses as a second option. Residential uses can bring additional pedestrian activity, vitality and buying power Downtown.
- Consideration should be given to operating the Farmer’s Market more frequently and moving it to Curtiss Place and the renovated Curtiss Place municipal parking lot. The relocated Market would be visible from Campbell Avenue, near the heart of Downtown. An attractive gateway entrance to Curtiss Place could be developed at Campbell Avenue creating a focal point for the Market and an attractive entry to the municipal parking lot (see Figure 18).
- To expand Downtown-retailing opportunities, consideration should be given to the development of non-population dependant businesses, institutions and activity generators in Downtown. Areas for consideration include:

Figure 18

Gateway to Curtiss Place Parking Lot



Existing Curtiss Place entry to rear parking lot



Proposed View of Curtiss Place Entry to Municipal Parking Lot

*Gateway Entrance to Curtiss Place - pedestrian-friendly street/outdoor dining leading to rear parking lot
Retail/Restaurant with outdoor dining in attractive streetscape, increase activity- Campbell to parking lot
Consider as entrance to relocated Farmers Market. Tie the Telephone building to the retail block and strengthen the streetscape with trees, seating, lighting, signage and a kiosk to tie-into band shell design on the 'Green.'*

1. Increase marketing of the historic Ward-Heitman House Museum on Elm Street as a cultural tourist attraction. In addition to the collection of West Haven history, the Ward-Heitman House also has a very unusual feature; a tunnel running from the house's massive chimney-base, under Elm Street to Campbell Avenue. Perhaps a portion of the tunnel could be restored to add to the tourist appeal of this historic attraction.
2. Consider the use of the American Legion building on Main Street for the development of a major War Memorial Museum. This museum might utilize a portion of the collection of historical military materials and memorabilia currently stored in the New Haven Armory. Such an educational museum use would function as a tourist attraction, bringing new patrons into Downtown. The American Legion space needs may potentially be met by relocating to a facility in the Minor Park area.
3. Implement preliminary plans to use the vacant Masonic Temple on Center Street as an opportunity to create a Downtown Center for the Arts to encourage the development of a cluster of artist and artisan uses. Such a facility would add new life and vitality and bring patrons into Downtown.

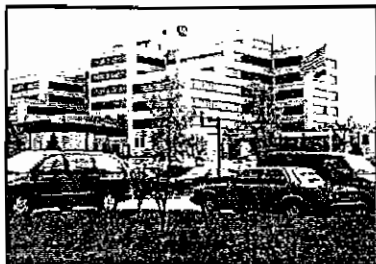
Develop a greater sense of vitality in Downtown by encouraging a mixture of land and building uses that promote a greater intensity of activity.

Consider creating a Downtown Center for the Arts to encourage the development of a cluster of artist and artisan uses. This type of activity cluster has proven to be very successful at leading revitalization efforts in other communities across America.

4. Continue municipal efforts to promote the conservation of residential neighborhoods surrounding Downtown and resist actions to convert residential structures to commercial uses that might compete with existing Downtown commercial space. The good health of the residential neighborhoods surrounding Downtown is vital to the future of Downtown.

Strengthen Downtown's position as a major community center serving the retailing and service needs of its surrounding market area through improved merchandising and promotion, targeted marketing opportunities, and recruitment of mixed retail stores and businesses.

Facilitate outdoor dining to enhance the vitality of Downtown's street scene. This concept can be as simple as setting-out seating and tables adjoining the storefront and may include colorful canopies, umbrellas, awnings and establishing a temporary perimeter.



VA Hospital – Large
Employment Center

GOAL:

Strengthen Downtown's position as a major community center serving the retailing and service needs of its surrounding market area through improved merchandising and promotion, targeted marketing opportunities, and recruitment of mixed retail stores and businesses.

OBJECTIVES:

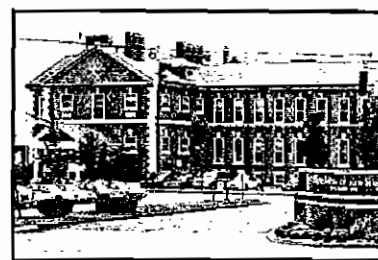
- Strengthen the Downtown Merchants Association. Joint action on merchandising and promotion requires an active organizational effort. Broad based participation of Downtown's merchants is essential to a successful retailing community.
- Upgrade the presentation of merchandise. The Downtown Merchants Association is the most logical vehicle to lead this effort by becoming a clearinghouse for informational merchandising resources and by sponsoring merchandising workshops.
- Work to develop Downtown business hours that provide consumers with retailing opportunities comparable to competing retail shopping centers.
- Establish a monthly Downtown marketing theme event. Expand upon the existing base of marketing activities and community events that bring patrons into Downtown.
- Encourage efforts aimed at cooperative advertising and marketing.
- Develop promotions with special groups and organizations within the community, including church groups, tenants at nearby apartments, the University of New Haven, the Veterans Administration facility, Notre Dame High School, Bayer and other major employers.
- Facilitate outdoor dining to enhance the vitality of Downtown's street scene. This concept can be as simple as setting-out seating and tables adjoining the storefront and may include colorful canopies, umbrellas, awnings and establishing a temporary perimeter.

- Establish a marketing program offering lunch hour dining and merchandising specials to encourage the patronage of the several thousand employees who work within a mile of Downtown.
- Investigate opportunities for Downtown merchants and service businesses to benefit from marketing to the University of New Haven consumer segment, located along Campbell Avenue, which is comprised of 3,200 commuter students, 1,100 residential students and 1,400 employees.
- Foster cooperation amongst Downtown merchants, building owners and their agents to recruit new merchants who will complement the existing mix of stores and strengthen the retailing presence of Downtown.

Establish a marketing program offering lunch hour dining and merchandising specials to encourage the patronage of the several thousand employees who work within a mile of Downtown.

GOAL:

Encourage the development of vacant lots and the rehabilitation of buildings in need in the Downtown district to result in positive contributions to the appearance, functionality, and safety of Downtown's building stock, as part of the process of business retention and new business and jobs development.



University of New Haven

OBJECTIVES:

- Establish a set of Design Guidelines for CBD Development in order to ensure that future redevelopment, infill development, and façade improvement investments in and surrounding Downtown harmonize with and enhance the established character and sense of place of Downtown West Haven.
- Pursue new development on the vacant Campbell Avenue property just south of the rail corridor as a long-term objective. The site should be developed in a manner consistent with the City's Design Guidelines for CBD Development, to be accomplished as private interests and market opportunities permit.
- Implement a facade improvement program that addresses all sides of a building with a public face, including the rear of buildings served by municipal parking lots. Patron entrances located at the rear of buildings should also be improved as part of this program. Complement these activities with a Downtown sign improvement program.
- Develop design guidelines to address storefront improvements, signs, window and door types, approved siding materials, masonry repair, replacement or highlighting of trim, cornices and other architectural details and the selection of appropriate colors. Design guidelines should be developed with the involvement of the Downtown



Attractive Downtown Facade

Encourage the development of vacant lots and the rehabilitation of buildings in need in the Downtown district to result in positive contributions to the appearance, functionality, and safety of Downtown's building stock, as part of the process of business retention and new business and jobs development.



**Municipal Parking-
Rear Building Facades**

Pursue a range of opportunities targeted to help specific areas of Downtown to develop additional parking resources, expanding upon the recently achieved enhancements at the Silver's and Curtiss Place municipal parking lots.

Merchants Association and incorporate Downtown's existing architectural heritage.

- Sponsor architectural design assistance for proposed exterior renovation of Downtown buildings and sign improvements. Providing property owners and merchants with preliminary design assistance to help visualize the type of improvements that could be made to their properties would help to both stimulate Downtown rehabilitation activity and lead toward the achievement of a higher level of design quality and consistency of approach.
- Establish a low interest rate revolving loan program to enable Downtown property owners to make needed repairs to their buildings, as funding resources permit. The City's code enforcement program could be utilized to identify and prioritize those properties that would be encouraged to participate in this ongoing improvement program.
- Develop a staged program to upgrade and expand streetscape improvements within Downtown.

GOAL:

Pursue a range of opportunities targeted to help specific areas of Downtown to develop additional parking resources, expanding upon the recently achieved enhancements at the Silver's and Curtiss Place municipal parking lots.

OBJECTIVES:

- Restructure the municipal parking lot behind City Hall so that a portion could be used by patrons and employees of nearby businesses located on the west side of Campbell Avenue, following the relocation of the Police Station from City Hall to Sawmill Road.
- Work with the owners of the properties located on the east side of Campbell Avenue, south of the SNET building and north of New Street, to create an off-street public parking lot using the same successful municipal approach taken with the creation of the "Silvers" and "Curtiss Place" parking lots.
- Provide additional parking in the northern area of Downtown near the intersection of Campbell Avenue and Elm Street, without the removal of any buildings fronting on Campbell Avenue. The development of a municipal lot in this area could act to spur revitalization of the vacant and underutilized space in this area of Downtown.

- Continue to improve the appearance of rear parking lots. Rear facade treatments in conjunction with improved rear business entryways improve shopper convenience and safety.
- The management of parking resources is important to being able to maximize the efficiency of this key Downtown infrastructure. Key elements to maintain and improve upon include:

1. Free parking is a major Downtown asset that should be preserved to help Downtown remain competitive with its suburban competition.
2. Employee Parking: The City should consider a strategy to relocate long-term and all-day employee parking to designated areas of the municipally controlled parking lots. Designated parking for Downtown employees should be convenient to their place of work.
3. Short-Term Parking: The action of creating designated employee parking is designed to free-up the "close-in" parking spaces in municipal parking lots as well as all on-street parking spaces to support the short-term parking needs of Downtown patrons. The development and enforcement of this parking strategy is needed to maximize the utilization of existing parking resources to the benefit of Downtown businesses and to make Downtown as user friendly as possible. The City should lead the way in developing this parking management strategy, with the involvement of Downtown property owners, merchants and Downtown residents.

Provide additional parking in the northern area of Downtown near the intersection of Campbell Avenue and Elm Street, without the removal of any buildings fronting on Campbell Avenue. The development of a municipal lot in this area could act to spur revitalization of the vacant and underutilized space in this area of Downtown.

Free parking is a major Downtown asset that should be preserved to help Downtown remain competitive with its suburban competition.

GOAL:

Establish effective Downtown Revitalization Financing, Management, and Phasing plans with the strategies necessary to achieve the objectives outlined in this plan in a timely and efficient manner.

OBJECTIVES:

- Continue to leverage Community Development Block Grant (CDBG) funding to generate low interest rate loans and matching grants to spark investments in Downtown property improvements.
- Work with Downtown property owners and merchants to create a Downtown Improvement District, to help raise additional funding for Downtown improvements. This type of localized taxing district has been successfully used in Connecticut communities as a mechanism to finance renewal activities and augment the limited public funding resources.
- Utilize the phasing-in of increased tax assessments on Downtown properties as one approach to help remove the disincentive of higher

Work with Downtown property owners and merchants to create a Downtown Improvement District, to help raise additional funding for Downtown improvements. This type of localized taxing district has been successfully used in Connecticut communities as a mechanism to finance renewal activities and augment the limited public funding resources.

property taxes following building improvements. Phased-in tax assessments also remove the need for building owners to immediately increase the rents charged to Downtown merchants due to tax increases.

Create a Downtown Implementation Coalition, consisting of property owners, merchants, residents and the City, to help coordinate and facilitate the implementation of recommended revitalization actions. The City, operating through the West Haven Economic Development Corporation, should manage the implementation of those recommended revitalization program elements that involve the utilization of municipal resources.

Support the formal adoption of the Downtown Revitalization Plan by the City, the West Haven Economic Development Corporation, the Downtown Merchants Association and the Chamber of Commerce.

- Create a Downtown Implementation Coalition, consisting of property owners, merchants, residents and the City, to help coordinate and facilitate the implementation of recommended revitalization actions. The City, operating through the West Haven Economic Development Corporation, should manage the implementation of those recommended revitalization program elements that involve the utilization of municipal resources.
- Strengthen the organizational capabilities of the Downtown Merchants Association, through broad based merchant endorsement and participation in recommended revitalization activities, which are essential to achieving meaningful improvements for the retailing community. Joint action by the Merchants Association on building improvements, merchandising, promotion, recruitment and other key issues requires an organizational framework with the ability to coordinate individual actions.
- Support the formal adoption of the Downtown Revitalization Plan by the City, the West Haven Economic Development Corporation, the Downtown Merchants Association and the Chamber of Commerce.
- Re-establish the Downtown building facade improvement program, using Community Development Block Grant funding, as a key element of the Downtown Revitalization Program.
- Initiate efforts with affected property owners to prepare plans and specifications for the Campbell Avenue – Elm Street entry gateway into Downtown.
- Relocate and expand the Farmers Market to Curtiss Place and the Curtiss Place Parking Lot.

XII. PLANNING FOR WEST HAVEN'S TRAIN STATION

A. INTRODUCTION

The proposed West Haven Train Station has the potential to shape the future image of the City, attract new jobs, accelerate the redevelopment of brownfield areas and bolster Downtown revitalization efforts. To help realize those potentials, a Transit Oriented Development Concept Master Plan was prepared to provide a vision, plan and implementation framework for future development around the future West Haven Train Station.

What is A Transit Oriented Development (TOD)?

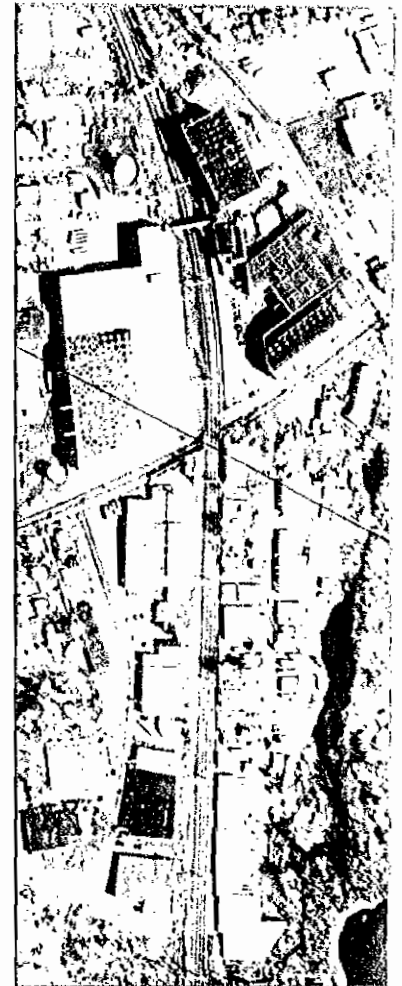
Transit Oriented Development is a term used to describe a concept for the creation of a neighborhood located adjacent to a major commuter rail station. TOD neighborhoods are designed to take advantage of the access and personal mobility provided by high volume transit services linking residential areas with employment centers.

The core of a TOD is a multi-modal transportation center connecting rail service with bus riders, pedestrians, bicyclists and those who drive to the station. Located near the transit station are multi-story commercial office buildings, ground floor retail uses and high quality residential uses. Moving away from the core, the density of development diminishes and land uses transition to high quality, in-town housing. TOD neighborhoods are designed to be pedestrian friendly and typically have a dimension of between one-quarter to one-half mile radius, which represents a five to ten minute walk. TOD's can also be used as a means to foster investment in the redevelopment of brownfield sites located in close proximity to a major transit station. Successful TOD initiatives require the coordinated support of City, Regional, and State interests as well as affected landowners and private developers.

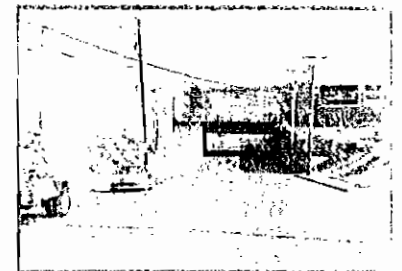
B. AREA CONTEXT

Project Area Location

Illustrated in Figure 19, the TOD Study Area is located in the geographic center of the City of West Haven on Sawmill Road (Route 162). The West Haven Train Station is proposed to be constructed in close proximity to ramps serving I-95's Exit 42 and will be located just west of West Haven's Downtown. The West Haven Train Station is proposed to be constructed perpendicular to and above Sawmill Road, straddling the railroad tracks. The station will be grade-separated from Sawmill Road, which passes under the railroad tracks. The platforms serving the station will sit at the same grade elevation as the former Armstrong Rubber Company buildings located immediately east of the station.

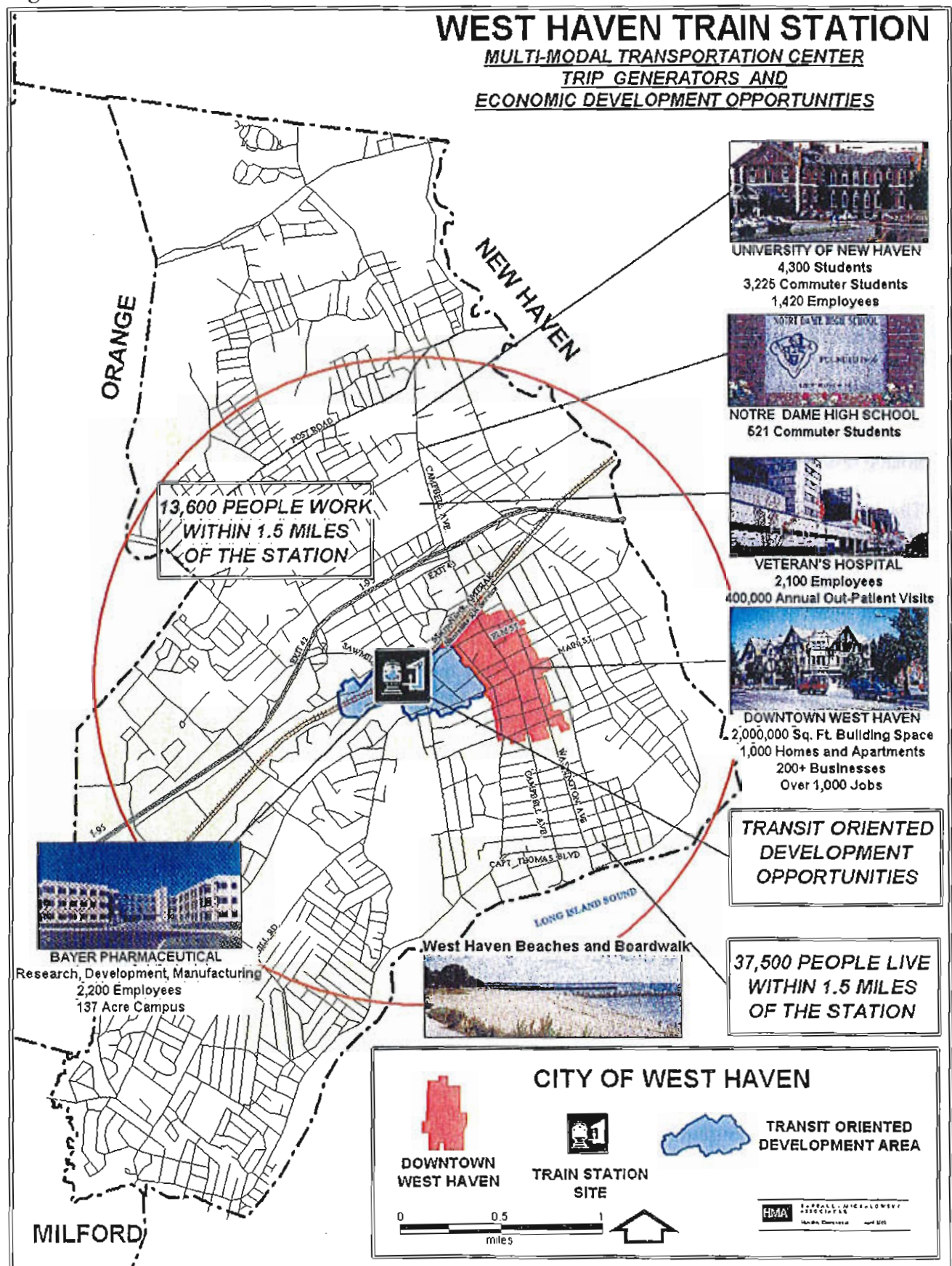


Aerial View of TOD Project Area



Sawmill Road at Train Station Site

Figure 19



Land and Building Use Characteristics

The TOD Study Area is bisected east to west by the four track mainline used by Metro-North and Shoreline commuter rail service and also by Amtrak and Conrail. A variety of land and building uses are located within the Study Area, including single family detached homes, condominiums, apartment buildings, large (mostly vacant and under utilized) industrial and warehouse buildings and a small concentration of commercial retail uses extending along Wagner Place and around the intersection of Main Street and Kelsey Avenue.

Street System

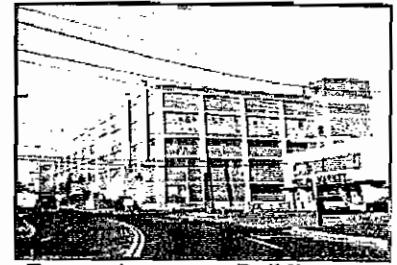
The street system serving the TOD Study Area serves to connect the train station to surrounding residential, commercial, industrial and institutional uses. It is estimated that 37,500 people live and 13,600 people work within 1.5 miles of the proposed train station.

Zoning Characteristics

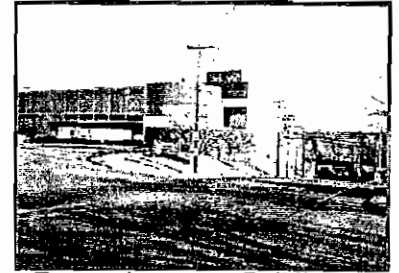
The TOD Study Area contains five zoning categories; LM-light manufacturing, NB-neighborhood business, R2- Single Family Detached, R4- Multi Family, and PF- Public Facilities. The Light Manufacturing and Neighborhood Business zones permit a wide variety of uses including: research and development, laboratories, office, manufacturing, warehousing and distribution, banks, restaurants, utility, government, community facility and commercial retail uses.

Public Transportation

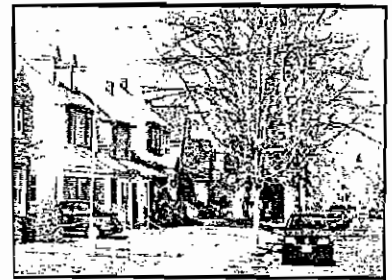
Connecticut Transit provides bus transit service to the TOD Study Area. Figure 20 describes bus service to and through the Study Area. Bus service operates on approximately 25-minute peak hour headways.



Former Armstrong Building
(360,000 SF)

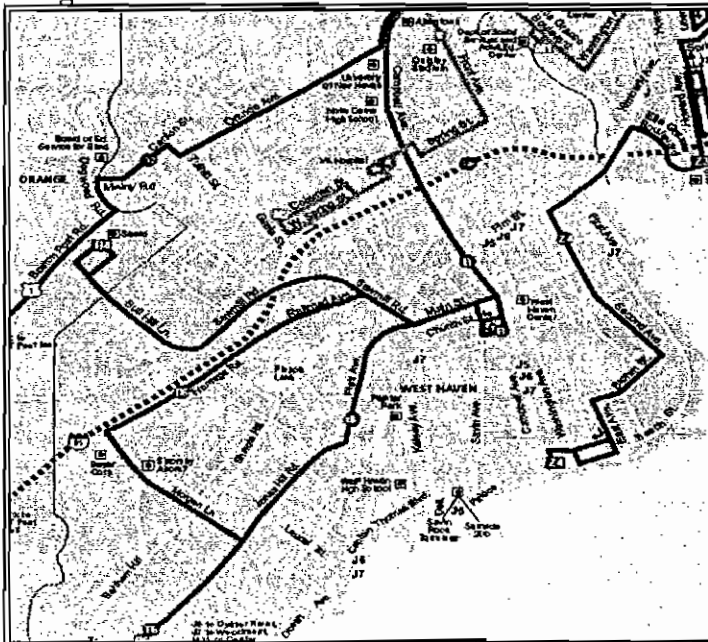


Former Armstrong Building
(600,000 SF)



Center Street Leading to
Downtown

Figure 20: CT Transit Bus Lines in West Haven



West Haven, with a population of 52,000, is the only major city located along the Metro-North commuter rail line without a train station. The nearest commuter rail stations are located in Downtown New Haven to the east and Downtown Milford to the west.

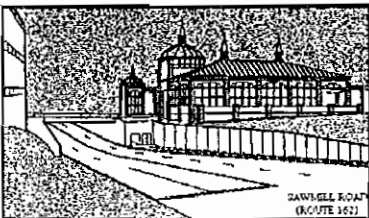
Pedestrian System

Sidewalks are located along most city streets within the TOD Study Area. Main, Center and Elm Streets, the three principle streets serving and connecting the station area to Downtown, have sidewalks. Sidewalks exist on portions of Sawmill Road, the State highway serving the area. While some new sidewalks will need to be constructed and others will need to be upgraded, the framework exists to serve as the basis for developing a well connected, attractive, pedestrian friendly environment.

C. PROPOSED WEST HAVEN TRAIN STATION



**Looking East from the Location
of the Future Station Platforms**



Train Station Image

Photo Source: City of West Haven

As part of the State of Connecticut's comprehensive program to expand and upgrade "main line" commuter rail service within the I-95 Corridor, the Connecticut Department of Transportation is considering the construction of a commuter station to serve the City of West Haven and nearby areas. The station site will straddle the four track mainline, with the station building located on the north side of the tracks. The station will include parking for 1,000 cars to serve outbound commuters. A pedestrian connection will be made to link the passenger platforms on both sides of the tracks. Opportunities exist for direct pedestrian connections between the proposed station platforms and the former Armstrong Rubber Company buildings, if those buildings are converted to employment or residential uses.

The City of West Haven has proposed that the train station building be located near Sawmill Road and be designed as a very visible focal point to serve as a "gateway" to the City. The grade separation between the proposed location of the train station and Sawmill Road as it passes under the rail road tracks contributes to the creation of a prominent "gateway opportunity site" to make a positive visual statement about the City of West Haven and the commitment of the City and State to build a quality multi-modal transportation center serving area businesses and residents.

The construction of the West Haven Train Station will present a unique opportunity for the City to utilize a key transportation resource as a vehicle to marshal public and private sector focus and resources for the redevelopment of a brownfield area, the creation of a "gateway" focal point to the City, improved mobility options for West Haven's businesses and institutions, and the fashioning of a supportive connection between redevelopment activity within the TOD Study Area and the revitalization of Downtown. The construction and operation of the West Haven Train Station also represents an opportunity for the State to address I-95 Corridor congestion while fostering economic growth.

D. TOD CONCEPT MASTER PLAN

The TOD Master Plan focuses on increasing the intensity of employment activities in the immediate vicinity of the West Haven Train Station, provides for economic development uses that will support Downtown revitalization efforts, improves the appearance of the area in support of surrounding residential neighborhoods, creates a more pedestrian friendly environment linking the TOD neighborhood with the train station and Downtown, supports regional and State efforts to bring new economic development to the area, and maximizes the utilization of existing mass transportation resources in support of reducing congestion on I-95.

Maximize Opportunities for Brownfield Economic Development

The recommended TOD Master Plan provides for a mix of land and building uses and relationships that are designed to maximize the revitalization opportunities resulting from the construction of the West Haven Train Station. Existing large industrial and warehouse buildings that are located adjacent to the planned train station, and are currently in various states of vacancy or under utilization, are proposed to support major employment uses. Existing residential neighborhoods shall be buffered from more intensive land uses, while still providing for essential pedestrian connectivity. Existing retail areas along Wagner Place and around the intersection of Main Street and Kelsey Avenue are proposed for upgrading, over time.

Reinforce Downtown Revitalization Activities

The recommended master plan will not add net additional retail space. The implementation of the master plan will result in the creation of 2,000 to 3,000 jobs within easy walking distance of Downtown. The close proximity of this new potential buying power will provide Downtown merchants and businesses with significant new marketing opportunities.

Create a "Gateway" Opportunity

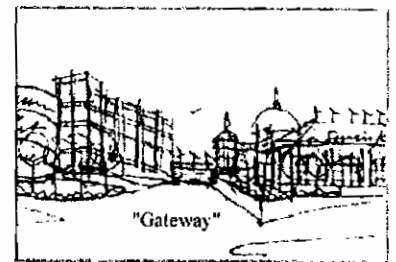
The master plan proposes the creation of a major "Gateway to West Haven" entry feature at the railroad overpass on Sawmill Road next to the proposed West Haven Train Station. The buildings leading to the overpass, the station and the overpass itself would receive design treatments that are attractive and inform the traveler that they are entering a special area.

Maximize Opportunities for Multi-Modal Mobility and Connectivity

The development of the West Haven Train Station on Sawmill Road is the force that could power the redevelopment of the adjacent brownfield areas and enhance City efforts to revitalize Downtown. The master plan proposes uses and patterns of development that are designed to facilitate connectivity to this multi-modal transportation facility.

The recommended TOD Master Plan provides for a mix of land and building uses and relationships that are designed to maximize the revitalization opportunities resulting from the construction of the West Haven Train Station.

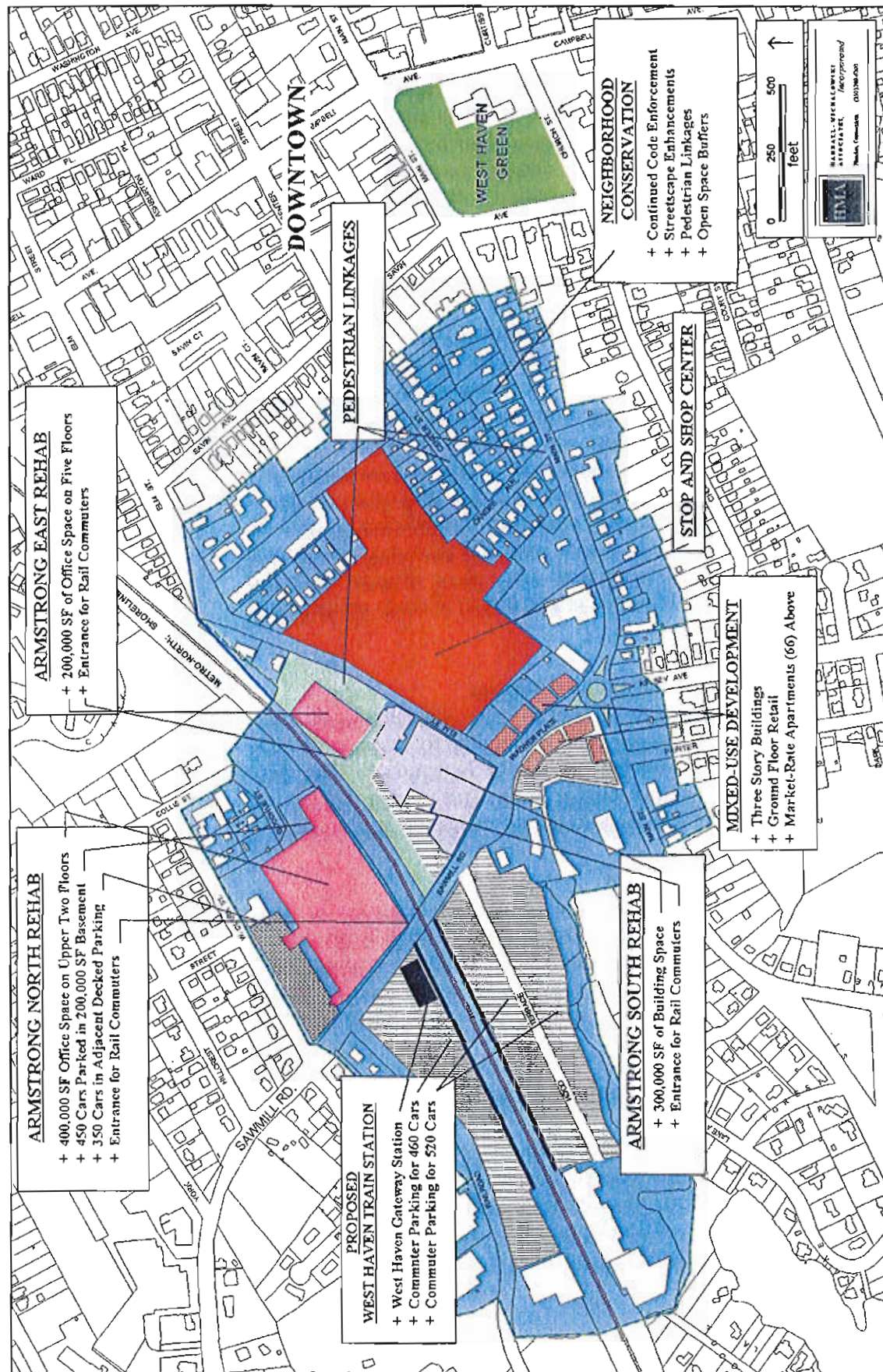
The development of the West Haven Train Station on Sawmill Road is the force that could power the redevelopment of the adjacent brownfield areas and enhance City efforts to revitalize Downtown.



A Gateway to West Haven

Figure 21

TOD CONCEPT DEVELOPMENT PLAN



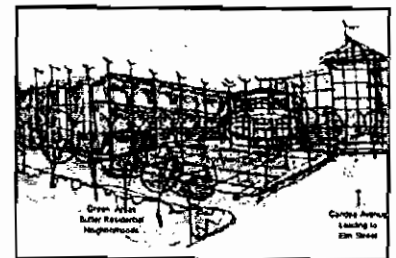
To maximize the utilization of the mass transit resources made available by the presence of the West Haven Train Station, it is recommended that efficient commuter shuttle service be developed between the train station and the areas existing major activity generators. Major activity generators located within 1.5 miles of the proposed station include: Bayer Pharmaceutical, with 2,200 employees; the Veterans Administration Hospital and research facility, with 2,100 employees and 400,000 annual out patient visits; the University of New Haven, with 4,000 students, including 3,200 commuter students and 1,420 employees; and the several thousand employees located in the manufacturing/office corridor along Railroad Avenue and Frontage Road.

The implementation of the TOD Master Plan is based on design principles that encourage pedestrian movements that connect the train station to the TOD neighborhood and the TOD neighborhood to Downtown.

Pedestrian Environment

The implementation of the TOD Master Plan is based on design principles that encourage pedestrian movements that connect the train station to the TOD neighborhood and the TOD neighborhood to Downtown. All weather, at-grade pedestrian connections should be pursued to directly link the West Haven Train Station passenger platforms to the redeveloped Armstrong Rubber Company buildings, which have the potential to accommodate business with 2,000 to 3,000 employees.

A pedestrian plaza is recommended along Elm Street and Candee Avenue to create a friendlier pedestrian environment in the vicinity of the massive Armstrong buildings. An attractive pedestrian scaled streetscape is proposed along Wagner Place and pedestrian connections to Downtown are suggested along Center and Main Streets and Candee Avenue. Pedestrian-ways should be wide, well-maintained sidewalks with pedestrian scaled lighting and landscaping. Intersections should be designed to permit the safe and convenient movement of pedestrians.



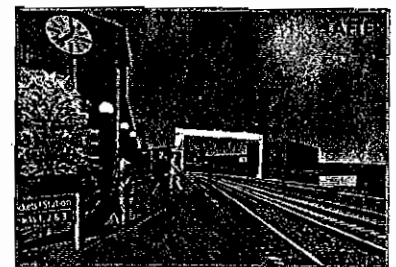
Pedestrian Plaza along Elm St.

The TOD Master Plan provides a description of the vision for the TOD Neighborhood. As described in the section above on Area Context, this district currently contains a mixture of land uses and building types and scales ranging from single family detached housing located on attractive city streets to very large industrial structures located adjacent to rail tracks and vacant lots.

Land and Building Uses

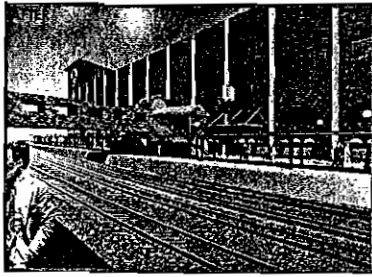
Under the TOD Master Plan, the former Armstrong Rubber Company buildings located near the station site would eventually be redeveloped for intensive employment uses, at densities that are supportive of mass transit. These buildings would have direct pedestrian connections to the proposed West Haven Train Station.

The commercial areas located along Wagner Place and the area surrounding the Main Street-Kelsey Avenue area are proposed for upgrading over time, as market support permits, to multi-story building space. Ground floor convenience retail uses would be located at the



Conceptual Perspective View of Train Station Platforms

sidewalk edge, with office or limited residential uses located above and served by parking located to the rear of the buildings.



Potential Improvements to
Armstrong Building Facade

The TOD Study Area contains and is surrounded by residential neighborhoods with housing types ranging from multi-story apartment buildings to single family detached homes. The potential for owner-occupied live-work residential units represents a housing component that could add to the existing inventory of housing in the surrounding neighborhood. Recommended TOD redevelopment and infill activities are intended to create major employment generators, within a pedestrian friendly environment, in support of existing residential neighborhoods. The program of development and redevelopment deriving from the recommended TOD Concept Master Plan is described in Table 20 and illustrated in Figure 21. Table 21 summarizes the actions and phasing of the key initiatives required to implement the recommended TOD Concept Master Plan.

Table 20

TOD CONCEPT MASTER PLAN						
Development Program						
Project Element	Office Space	Proposed Uses (Square Feet)			Parking	
		Employment Center Uses	Convenience Retail	Housing Units	# Spaces Required	
Armstrong North	400,000	-	-	-	800	
Armstrong East	200,000	-	-	-	400	
Armstrong West	-	300,000	-	-	600	
Wagner Place East	-	-	21,000	40	155	
Wagner Place West	-	-	14,000	26	100	
Totals (Square Feet)	600,000	300,000	35,000	66	2,055	
Source: HMA estimates based on assumptions of TOD Concept Development Plan						

Table 21
T O D Concept Master Plan
Action Program Strategy and Phasing

Activities / Actions	Responsible Entity				Priority			Funding			
	City	Regional	State	Private	Immediate	Near-term	Long-term	State / Fed	Regional	City	Private
West Haven Train Station											
1. Station Design and Engineering	⊕	●	⊕		X			⊕			
2. "Gateway" Design	⊕	●	⊕		X			⊕		○	○
3. Station Construction			⊕			X		⊕			
4. Station Operation	●		⊕				X	⊕			○
TOD Concept MasterPlan											
1. Adoption of the TOD Master Plan	⊕	●			X						
2. Development Regulations	⊕				X						
Private Development Projects											
1. Owners and City Define Projects	⊕			⊕	X						⊕
2. City Adopts Projects	⊕			●	X						
3. Project Financing	●		⊕	⊕		X		○		○	⊕
4. Project Implementation	●		●	⊕		X	X				⊕
Pedestrian Enhancement Elements											
1. Streetscape Enhancements	⊕	●	●	●		X		⊕		○	○
2. Walkways- Station Platforms to Buildings	⊕	●	⊕	⊕		X		⊕		○	○
3. Pedestrian Plazas and Green	⊕	●	⊕	⊕		X		⊕		○	○

Major Responsibility ⊕

Partial Responsibility ●

Major Funding ⊕

Partial Funding ○

Table 22
TOD CONCEPT MASTER PLAN
Action Program Costs, Allocations, Resources

Program Elements	Responsible Entity			Prelim. Cost	Funding Sources		
	City	State	Private	Estimate (\$)	State / Fed	City	Private
West Haven Train Station							
1. Station Engineering / Construction		●		\$26,000,000	⊗		
Private Development Projects							
1. Armstrong North (400,000 SF)			●	\$40,000,000	○		⊗
2. Armstrong North Parking Deck (350 spaces)			●	5,250,000	○		⊗
3. Armstrong East (200,000SF)			●	20,000,000	○		⊗
4. Armstrong West (300,000SF)			●	22,500,000	○		⊗
5. Wagner Place East (21,000SF)			●	1,890,000	○		⊗
6. Wagner Place West (14,000SF)			●	1,260,000	○		⊗
7. Wagner Place Apartments (66 market rate units)			●	4,620,000			⊗
Subtotal Private Sector				\$95,520,000			
Totals				\$121,520,000			

Major Responsibility ●
Partial Responsibility ⊕

Major Funding ⊗
Potential Funding ○

The proposed West Haven Train Station can have a major positive impact on the City of West Haven as it moves into the 21st Century. It has the potential to expand the City's tax base, generate new employment opportunities, accelerate the redevelopment of brownfield areas and bolster Downtown revitalization efforts. The Transit Oriented Development Concept Master Plan provides the vision and implementation framework to realize these opportunities.

E. WEST HAVEN'S TRANSIT ORIENTED DEVELOPMENT GOALS & OBJECTIVES
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GOAL:

Achieve a new train station in West Haven and a supporting Transit Oriented Development neighborhood with physical elements that capitalize upon the area's multi-modal benefits to spur reinvestment in the surrounding Downtown West Haven community.

OBJECTIVES:

- Ensure City involvement in the design, engineering, and construction process (spearheaded by CTDOT) by reviewing proposed plans to ensure that they will lead to the construction of a multi-modal transportation facility that facilitates the implementation of a transit oriented neighborhood.
- Promote a train station location relative to Sawmill Road that will ensure excellent vehicular and pedestrian access while providing a physical landmark that defines the northwestern gateway to Downtown West Haven.
- Promote direct, safe and attractive pedestrian connections between the station's passenger platforms and major employment uses and Downtown, to enhance the pedestrian-friendly character of the neighborhood.
- Encourage the creation of attractively designed and landscaped parking facilities serving the station; and good internal circulation which meets the needs of all those using the station in a safe, attractive and efficient manner.

GOAL:

Utilize the 2003 Transit Oriented Development Master Plan to its fullest capacity as a planning document that provides specific guidelines and strategies for the establishment of the train station and supporting neighborhood.

OBJECTIVES:

- Incorporate the TOD Concept Master Plan into the City's Plan of Conservation and Development for use in guiding future development and redevelopment activities within this area of the City. The official adoption should prove useful in securing future project related approvals and in securing non-local funding for activities programmed within the TOD area.

<i>Ensure City involvement in the design, engineering, and construction process (spearheaded by CTDOT) by reviewing proposed plans to ensure that they will lead to the construction of a multi-modal transportation facility that facilitates the implementation of a transit oriented neighborhood.</i>

<i>Incorporate the TOD Concept Master Plan into the City's Plan of Conservation and Development for use in guiding future development and redevelopment activities within this area of the City. The official adoption should prove useful in securing future project related approvals and in securing non-local funding for activities programmed within the TOD area.</i>
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Consider the addition of a Transit Oriented Development section to the City's zoning code to facilitate the implementation of the TOD Master Plan. Other communities seeking to guide mixed-use development within TOD designated areas have employed this approach very successfully.

- Consider the addition of a Transit Oriented Development section to the City's zoning code to facilitate the implementation of the TOD Master Plan. Other communities seeking to guide mixed-use development within TOD designated areas have employed this approach very successfully. Table 22 preceding this section provides a framework for responsibility, preliminary cost, and potential funding sources of program elements.

GOAL:

Stimulate widespread private sector reinvestment throughout the Transit Oriented Development neighborhood that builds off a new train station and offer many positive public infrastructure and tax base benefits.

OBJECTIVES:

- Focus non-financial City support to achieve the realization of the several large scale, complex major, private sector development projects that are cornerstones to the redevelopment of this area of West Haven
- Play an active role and work with affected property owners to structure renovation and development projects that meet the objectives of the TOD Master Plan and result in an expansion of the City's tax base.
- Work closely with the developers of affected properties during project planning and design stages to ensure that essential public landscape elements become integral components of the proposed TOD. Examples of these elements include the implementation of streetscape improvements, pedestrian walkways and plazas, and a new Green. The City should ensure that the design of these facilities enable pedestrian connectivity between the proposed train station, the TOD's proposed major employment generators and Downtown. Their presence will contribute to the success of the individual redevelopment projects, create a pedestrian friendly environment and help to support City efforts to revitalize Downtown.

Play an active role and work with affected property owners to structure renovation and development projects that meet the objectives of the TOD Master Plan and result in an expansion of the City's tax base.

XIII. GENERALIZED LAND USE PLAN

A. INTRODUCTION

The Generalized Land Use Plan illustrates the proposed pattern of conservation and development for the City. It recommends the most appropriate location and relationship of major land uses, including proposals for residential development; commercial development; business districts; industrial development; community facilities such as open space areas, civic uses and institutional uses; and special design districts and conservation areas. The Generalized Land Use Plan is both a narrative and graphic presentation of the City's vision for the future. The *Generalized Land Use Plan* map, which follows this page, provides a broad-based illustration of desired development patterns. It is based largely upon existing land use and development patterns, environmental and natural features, physical features, current zoning, planning analysis and the desires and vision of citizens and community stakeholders as voiced throughout the plan development process.

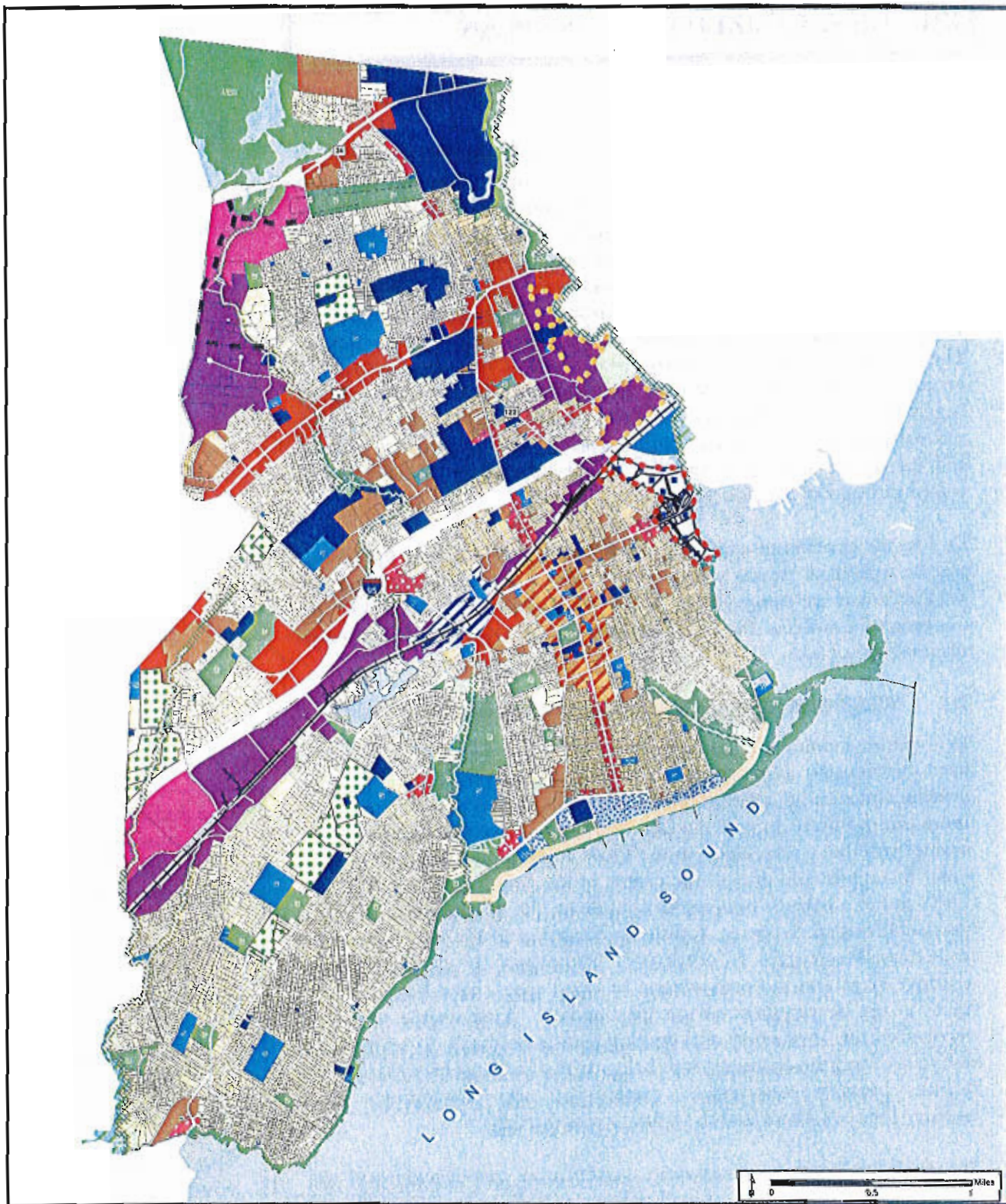
Due to the generalized nature of the Generalized Land Use Plan there may be individual parcels within an area with a land use different from the Plan's land use designation. As described above, the purpose of the Generalized Land Use Plan is to illustrate broad proposed patterns and relationships of uses.

B. WEST HAVEN'S GENERALIZED LAND USE PLAN

As a mature community, the majority of West Haven's land has already been developed. Development of the remaining vacant land, infill development and the redevelopment of previously developed sites in the future can positively impact the City, so long as these investments are in balance with the conservation of the City's environmental resources. In order to support and protect the quality of life envisioned as part of the City's future a balance between development, the conservation of open space and natural resources, and the preservation of the City's historical and cultural resources is necessary. Protection of environmentally sensitive areas and the conservation of open space have been a major focus in the development of this plan update. At the same time it is recognized that investment and development is necessary to address tax base issues and the economic well being of the City and its residents. A balance between conservation, preservation and development is a primary focus of future land use issues across the City.

This balance between conservation, preservation and development will be achieved by adhering to broad policies as well as specific goals and objectives. These policies, goals and objectives must guide the City's development and redevelopment over the next ten years and beyond.

A balance between conservation, preservation and development is a primary focus of future land use issues across the City. This balance will be achieved by adhering to broad policies as well as specific goals and objectives. These policies, goals and objectives must guide the City's development and redevelopment over the next ten years and beyond.



SOURCE
PARCEL MAP
CITY OF WEST HAVEN ENGINEERING
DEPARTMENT (2003)

LAND USE DATA
CITY OF WEST HAVEN ASSESSORS
DEPARTMENT (2003)

GENERALIZED LAND USE CATEGORIES
DETERMINED BY HMA

THIS MAP WAS DEVELOPED FOR USE
AS A PLANNING DOCUMENT.
DELINEATIONS MAYNOT BE EXACT



- Low Density Residential
- Medium Density Residential
- High Density/Multi-Family Residential
- General Commercial
- Limited Commercial
- Industrial
- Business Park
- Downtown District
- Waterfront District
- West River Crossing District
- Transit Oriented Development District

- Open Space Development District
- Public Facilities
 - S - School
 - U - Utility
 - L - Library
 - PO - Post Office
 - P - Fire Station
 - CH - City Hall
 - PC - Police Station
 - CC - Community Center
 - WT - Water Treatment Plant
- Private Institutional
- Existing Open Space
- Desirable Open Space
- Remediation and Special Attention Areas
- West River Project Area
- Watercourse Focus Areas
- Potential Roads

CITY OF WEST HAVEN

PLAN OF CONSERVATION & DEVELOPMENT



GENERALIZED LAND USE PLAN

C. MAJOR PLAN GOALS

The overarching goals of this Plan of Conservation and Development are:

- The preservation of the City's sound housing stock and stable neighborhoods.
- The regulation of in-fill development in keeping with the character and scale of surrounding neighborhoods and development.
- The preservation and enhancement of the City's open space and recreation areas.
- The creation of linkages between open space, community facilities and residential neighborhoods.
- The revitalization and rejuvenation of Downtown West Haven.
- The establishment of the transit oriented development centered upon a future Metro-North Train Station near the former Armstrong Rubber complex.
- The implementation of improvements to the City's commercial corridors, including the designation of U.S. Route 1 to the Boston Post Road as a means to attract private reinvestment.
- The opening of the Acorn Technology Campus as a key addition to the bioscience infrastructure of West Haven
- The promotion of economic development to attract and retain businesses.
- The promotion of future development efforts, which provide new housing, recreation, business and employment opportunities.
- The support of quality of life improvements.

The development of an updated Plan of Conservation and Development and its accompanying Generalized Land Use Plan serves to guide the City's future development as an advisory or policy setting document. Key to successful future development is the creation of Zoning and Subdivision regulations, design guidelines and implementation techniques that explicitly outline and enforce the vision for the City as set forth in the Plan.

The Generalized Land Use Plan contains a variety of land use categories that address location, density, and current conditions. These categories and their general locations are described in more detail in the following

sections. In some cases, individual parcels may have a different existing land use than the category shown on the map. This is unavoidable in a highly built-out town with small parcels. The intent of the Generalized Land Use Plan is to present desirable land use patterns to guide future change. Existing land uses are in no way effected by the map.

Residential Land Use Categories

Low Density Residential

This category represents those areas that are predominantly comprised of single-family neighborhoods, at densities generally between 1-10 units per acre. These areas are generally located within the City's western and northern regions, adjacent to the municipal boundaries with the City of Milford and Town of Orange. While most of the housing is typified by single-family homes, some areas also contain 2 to 4 Family Homes interspersed among them. The majority of this land is currently zoned R-1 or R-2. Much of the City's remaining developable residential land is located within this land use category. The design, scale, and massing of future developments should be consistent with the character of established neighborhoods so as to harmonize with its surroundings. Additionally, attention should be directed at ensuring that conservation design principles that incorporate open space and natural resource preservation are implemented in future residential development wherever possible.

Medium Density Residential

This category represents areas in the City that possess a more diverse assortment of single-family, two-family, three-family, and four-family homes. Generally, development in these areas has a density between 10-20 units per acre. These land use areas are generally located in the eastern portion of the City, adjacent to the City of New Haven. This category also includes areas close to Downtown that have a majority of home types ranging between 2-4 Families, with a slighter presence of single-family homes. Much of this land is currently zoned R-3. Vacant, developable land is available in the form of scattered properties throughout this district, and provides some potential for infill development. Conservation design principles should be incorporated into development plans when opportunities for open space linkages or natural resource preservation arise.

High Density / Multi-Family Residential

This class recognizes the density of existing residential development within specific areas of the City that are generally comprised of apartment complexes and condominium developments. Development in these areas is distinct from most other residential areas in the City due to the scale and massing of housing units, where building footprints and heights tend to be greater than found elsewhere in the City.

Development densities range between 5 units per acre and approach 50 units per acre, yet most areas are developed at densities between 20-30 units per acre. The land within this category traverses a variety of zoning districts, and is distributed spatially across the City. However, concentrations of land within this category can be found along Elm Street east of Downtown; north of Interstate 95 and southwest of Terrace Avenue; and along Savin Avenue approaching Downtown and the waterfront. New residential development, permitted under a Planned Development District, at densities greater than 20 units per acre would currently require a Special Permit under zoning.

Open Space Development District

This land use category recognizes the Open Space Development (OSD) district as a means for West Haven to secure significant amounts of protected open space, at no cost to the city. OSD subdivisions are a tool used by municipalities to manage the subdivision of land for residential development in a manner that results in more effective conservation of the natural environment and the preservation of community character. Typically, an OSD subdivision results in the preservation of at least 50% of the subdivision as protected open space, while permitting the same gross density as is permitted under existing zoning. The OSD subdivision enables the conservation and protection of a site's important features, including natural resources, historical and archaeological resources, scenic vistas, greenway connections, community character, etc. Ultimately, OSD subdivisions permit a property to be developed for either exclusively single family detached housing, or for a mixture of housing types, examples including single family attached and detached units as well as townhouses. The amount of land that can be preserved through the application of OSD subdivisions is far more than the City is likely to have the financial resources to acquire.

Non-Residential Land Use Categories

West Haven Downtown District

This category encompasses the area defining the traditional business and government center of West Haven, concentrated along Campbell Avenue between the rail corridor overpass and Brown Street. This area represents a high-intensity, mixed-use, pedestrian friendly center for civic, business, service, retail, social, cultural, and entertainment activities. In addition, a high-quality stock of mixed-density housing contributes to the area's street life and vitality. This area is also the focus of concurrent Downtown revitalization efforts. The bulk of this area is currently zoned CBD, while the balance north of Elm Street is zoned NB.

Public Facilities

This category of land uses includes municipally owned facilities such as City Hall, public schools, community centers, public libraries, maintenance garages, and fire stations, among others. The *Generalized*

Land Use Plan map illustrates the distribution of these community service facilities across the City.

Private Institutional

This designation encompasses those uses that provide specific services to particular segments of the community, which are privately owned and operated. Educational institutions such as the University of New Haven and Notre Dame High School; the Veterans Affairs Hospital; various privately owned cemeteries and religious institutions are just some land use examples within this category.

General Commercial

This category generally includes land along the City's primary commercial corridors including Route 34, Route 1, and portions of Route 162 north of Interstate 95 and south of the future Transit Oriented Development project. This district embodies large-scale retail or business developments of regional importance, such as supermarkets or "big box" home improvement retailers. Most of these lands are currently zoned RB, CPD, or RCPD. As a mitigation strategy directed at reducing traffic along congested corridors, moderate-density residential development could be an appropriate land use for vacant or underutilized properties within these corridors. Specific design standards and controls should be implemented to mitigate conflicts between commercial uses and adjacent residential neighborhoods, address traffic and circulation issues, and encourage reinvestment in the building stock.

Limited Commercial

A mixture of commercial development and other complementary uses that are neighborhood-oriented in scale typifies these Limited Commercial areas. The presence of moderate to high density residential uses and certain design amenities and public improvements result in mixed-use commercial areas that are geared more to meet the needs of the immediate neighborhood. These small-scale commercial nodes are generally located along Campbell Avenue, First Avenue, and Front Streets between Spring Street and Alling Street; along Campbell Avenue extending north and south of Downtown; near the Elm Street – Front Street intersection; at the intersection of Platt Avenue and Jones Hill Road; and at the intersection of Jones Hill Road and Ocean Avenue, near the mouth of the Oyster River.

Industrial

This designation represents areas that are already or are intended to be developed for manufacturing, fabrication, distribution, warehousing, or salvage yard uses. They are generally located along the Metro North – Amtrak rail corridor; north of Route 1 along Fresh Meadow Road and Industry Drive; and along the western edge of the West River south of Route 1. Most of these areas are currently zoned LM, IPD, or SPD. Landscaping requirements should be strictly mandated in these areas to

provide some aesthetic treatment that effectively reduces the negative visual impact often created by such developments.

Business Park

These areas accommodate existing or planned future high-quality corporate developments that accommodate a variety of office, research and development activities. The two areas in the City that typify development under this category include the Bayer Corporation property west of Morgan Lane and south of Interstate 95, as well as the Acorn Technology Park property south of Route 34 and west of Plainfield Avenue. These areas are zoned exclusively as IPD, and should exhibit developments of greater intensity than otherwise permitted, contingent upon a responsive and suitable design that demonstrates spatial and functional efficiency and excellence.

Existing Open Space

The Existing Open Space areas represent the existing network of open space and recreation areas in the City. These include publicly and privately owned active and passive recreation and open space facilities. Active recreational uses such as parks, playgrounds, golf courses and ball fields, and passive areas including greenways, municipally owned beaches, and other open space areas are designated as Existing Open Space areas within the Land Use Plan. While many, yet not all, of these areas are currently zoned OS, a key recommendation is to reconsider the zoning of those open space areas currently zoned otherwise to establish greater consistency between the regulation and utilization of these lands.

Desirable Open Space

This designation includes areas that would contribute positively to the City's open space network and resources. These areas include environmentally sensitive areas, areas with significant natural resources and parcels that have the capacity to provide linkages to or between existing open space and recreation areas, community facilities, residential neighborhoods, or other destination points. Vacant land that has no development potential due to physical or other constraints is included in this designation, whereby the City could selectively pursue conservation easements to provide public access to properties that have recreational value.

Waterfront District

This category recognizes the exceptional attributes of the West Haven shorefront, and promotes the preservation and enhancement of this district. Priority should be placed on balancing enhancement of open space areas with appropriate mixed-use development that harmonizes with existing shorefront neighborhoods. The area included in this category should be conceived of as a cohesive district that maintains its distinct identity through the careful and thoughtful review of plans for development and infrastructure improvements. Specifically, this area

includes all developed properties between Kelsey Ave and Old Field Creek that are either south of Captain Thomas Boulevard or just north of Beach Street. Land uses within this area should be consistent with both state and local coastal management objectives. Future development should be subject to approval of site and architectural plans, to ensure that the scale and nature of the proposed development is compatible with the vision of a vibrant, sustainable waterfront community and consistent with the existing character.

Transit Oriented Development District

This land use category encompasses the land surrounding the Metro North – Amtrak rail corridor near its overpass at Sawmill Road. The vision for this area includes the redevelopment of these mostly industrial properties into a vital mixed-use district that is oriented around the creation of a new multi-modal transportation station. The conversion of these industrial facilities into office, residential, and convenience retail facilities has much potential to redefine this part of the City, enhance the City's image, and further revitalize the Downtown district. As this area evolves into a lively transit oriented district, attention should be directed at protecting the integrity of surrounding established residential neighborhoods, while striking a balance between economic development and community preservation.

West River Crossing District

This land use category refers to the project area identified in the City's recently completed Municipal Development Plan for the West River Project Area. Specifically, this includes the land that is bordered by New Haven Harbor and the West River to the east, Interstate 95 and the rail corridor to the north, Bayview Place Park to the south, and the established residential buildings along the eastern edge of First Avenue to the west. Currently zoned SPD, the range of existing land uses include motels, marinas, manufacturing and warehousing facilities, and automotive retailing and repair. The vision for this redevelopment area includes a revitalized district that consists of waterfront property that is redefined with attractive commercial, retail, and recreational areas. Corresponding infrastructure, streetscape, and landscape improvements would all positively contribute to the character of new development, while helping to stabilize adjacent established residential neighborhoods. Overall, the utmost vision of this project is to create an attractive and vibrant gateway into City from New Haven that can make positive physical and economic contributions to the City of West Haven.

Remediation and Special Attention Overlay Areas

This land use overlay district includes much of the land along the western edge of the West River, north of the rail corridor and south of Route 1. Historically, several properties in this district served as the City's landfill, but have been closed for some time. Given the background of this area, provisions that mandate the monitoring of ground and surface water

should be strictly enforced and continued into the future. Other strategies to monitor and remediate the environmental conditions of this area to make available the land for other uses, including recreational activities, may be appropriate.

Watercourse Focus Areas

Within these areas, development along waterways should be regulated to ensure the protection of groundwater and surface water resources. As opportunities arise, efforts should be undertaken to provide open space corridors and/or linkages to existing open space areas. Designation of a property within these Watercourse Focus Areas does not indicate an intent to acquire or to provide public access on private property as part of a greenway. A variety of approaches to natural resource protection and open space enhancement should be used to meet overall conservation goals. It should be further noted that the underlying land use designation determines the use of the property. Inclusion in a Watercourse Focus Area provides guidance to municipal boards and agencies in the review of proposals for properties within these areas in order to achieve the natural resource protection goals of the Plan of Conservation and Development.

D. RELATIONSHIP TO THE STATE CONSERVATION AND DEVELOPMENT POLICIES PLANS

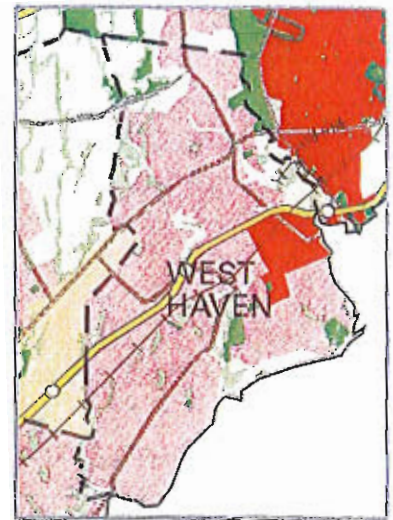
Conservation and Development Policies Plan for Connecticut: 1998-2003

Chapter 126, Section 8-23 of the Connecticut General Statutes sets the standards for municipal Plans of Conservation and Development. One provision of the State Statute is that municipalities take into account the State Plan of Conservation and Development and note any inconsistencies. The figure to the right illustrates the Land Classifications for West Haven according to the Conservation and Development Policies Plan for Connecticut: 1998-2003.

The State Plan of Conservation and Development designates the majority of the City as a Neighborhood Conservation Area with a Regional Center designation comprising the general Downtown area. Conservation and Preservation areas are designated along the Cove River, Oyster River, West River, and Old Field Creek corridors, and the land surrounding the Maltby Lakes. Existing preserved open spaces are also designated in the figure. This Generalized Land Use Plan for the City of West Haven is largely consistent with the general guidance provided by current State Plan.

According to the State Plan:

- **Neighborhood Conservation Areas** are significantly built-up and well populated. These areas generally reflect stable, developed neighborhoods and communities and are many times contiguous to Regional Centers.



- **Regional Centers** encompass land areas containing traditional core area commercial, industrial, transportation, specialized institutional services and facilities of intertown significance, and contiguous built-up residential areas with either very high population density or high concentration of pre-1940 or multi-family structures.
- **Existing Preserved Open Space** areas represent areas in the state with the highest priority for conservation and permanent open space.
- **Preservation Areas** are lands that do not reflect the level of permanence of Existing Preserved Open Space but which nevertheless represent significant resources that should be effectively managed in order to preserve the State's unique heritage.
- **Conservation Areas** represent a significant area of the state and a myriad of land resources. Proper management of Conservation Area lands provide for the state's future need for food, fiber, water and other resources.

Draft Conservation and Development Policies Plan for Connecticut: 2004-2009

As the State's current Plan is nearing the end of its timeline, the process the Connecticut Office of Policy and Management is undertaking to update its POCD is well underway. The draft copy of the Connecticut Conservation and Development Policies Plan: 2004-2009 identifies six **growth management principles** that shall guide land use change and preservation over the next five years. These principles include:

- Redevelop and revitalize regional centers and areas with existing or currently planned physical infrastructure.
- Expand housing opportunities and design choices to accommodate a variety of household types and needs.
- Concentrate development around transportation nodes and along major transportation corridors to support the viability of transportation options.
- Conserve and restore the natural environment, cultural and historic resources, and traditional rural lands.
- Protect and ensure the integrity of environmental assets critical to public health and safety.
- Promote integrated planning across all levels of government to address issues on a statewide, regional, and local basis.

Many of the elements included in this Plan of Conservation and Development update for the City of West Haven are consistent with the key growth management principles outlined in the State Plan.

As an additional part of this process, the State has provided the City of West Haven with a draft map of the State's Plan for the City. As reviewed and commented on by the Planning and Zoning Commission, there are several areas of this draft map that should be addressed for consistency with existing conditions within the City as well as the City's plans for its future. A concise description of each area is provided below:

The Regional Center designation in the western portion of the City should be extended slightly to include Bayer Pharmaceutical's corporate campus, the proposed West Haven Train Station, and Downtown West Haven. Additionally, the Regional Center designation along Route 1 should be extended to include the area's existing regional scale retail uses and the University of New Haven campus.

In and adjacent to Allingtown, several classification of areas in the State's Draft Plan should be modified to respond to existing and proposed future conditions. The long established Allingtown village center area should be reclassified as Neighborhood Conservation Area. In addition, the land abutting Route 1 to the north and south, towards the West River should be reclassified as Regional Center (with the exception of the private open space along the West River), to acknowledge the existing and future commercial and industrial uses proposed for the area.

The area along Front Avenue from Route 1 to Spring Street is a long established industrial area. While recognizing that this section of the City contains environmentally sensitive areas, two large portions of this area are appropriate for development that harmonizes with the existing development along Front Avenue. Given these conditions, the State should reclassify this area as a Neighborhood Conservation Area.

The West River Crossing area is one of the City's main redevelopment project areas, with plans that include addressing environmental pollution issues and redeveloping the waterfront for pedestrian and appropriate waterfront uses. The boundaries of the Regional Center designation should be extended eastward to the waterfront and from I-95 southward to Main Street to recognize the regional magnitude of this future project.

The long established area south of Captain Thomas Boulevard contains multi-family housing, a neighborhood shopping center, a community facility, retail uses and parking lots supporting public beaches and a popular multi-use boardwalk. The area south of the Boulevard and north of the boardwalk, between Dyke Street and Washington Avenue should receive the Neighborhood Conservation Area designation.

The 120-acre Acorn Technology Campus, located at 600 Derby Avenue, is currently under construction and will become a major regional employment center, employing several thousand persons, working within 1,400,000 square feet of "Class A" office buildings. To acknowledge the future land use in this area, the land south of Route 34 between Plainfield Avenue and the Orange town line and extending southerly toward Fresh Meadow Road should receive the Regional Center designation.

Aside from the above exceptions, the draft of the State's POCD update is consistent with existing conditions and the City's outlook of its future. Presuming the State accepts these proposed revisions and incorporates them into the final POCD document, the Generalized Land Use Plan for West Haven should be consistent with the State's upcoming POCD.

XIV. ACTION AGENDA

In order to implement the various recommendations contained in this Plan of Conservation and Development, the following Action Agenda is proposed. The Action Agenda identifies goals, objectives, recommendations and actions; the lead agencies proposed for implementation; and the priority for implementation during the timeframe of this Plan.

The lead agency is the agency, which by the nature of its mission and authority, is the logical party to spearhead the implementation of a particular proposal. Many proposals will of course involve multiple agencies. The nature of activity required of a lead agency will vary depending on the type of recommendation. Some activities involve budget commitments and capital expenses and some require advocacy and promotion and others call for administrative action.

Priorities are classified as ongoing, short term (1-3 years), mid-term (4-6 years) and long-term (7-10 years). Many of the short-term items may already be scheduled into the City's Capital Improvement Program or may be activities and policies that are in place and need to be continued. Some short-term recommendations may have evolved as part of the planning process and need to be inserted into the Capital Improvement Program.

Mid-term and Long-term priorities are activities which are considered important, but placed "down the road" in recognition of the fact that limited resources are available both in terms of time and money to implement the plan. Mid-term and long-term capital projects may also require some intermediate planning and design activity before project implementation can take place.

The implementation schedule is presented in the form of a "To Do" list. This form will make it easy for the Planning and Zoning Commission to review and report on implementation progress as a component of their annual report. The Commissioner of Planning and Development shall prepare annually by September 30th a report that will be submitted to the Mayor, City Council, and the Planning and Zoning Commission summarizing the implementation status of the Action Agenda of the adopted Plan of Conservation and Development. The report shall discuss the status of each of the Action Items and recommend actions that need to be taken to assure implementation of the Plan of Conservation and Development.

ACTION AGENDA

		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	NATURAL RESOURCES					
	GOAL #1: Promote the conservation and preservation of natural resources as part of future development activity.					

ACTION: Improve and protect water quality by promoting land use regulations that respect watercourses and wetlands.	IW	◆			
ACTION: Protect flood prone areas through the stringent adherence to the Flood Hazard Area section of the zoning regulations (VI-6) in regulating and approving new development.	P&Z	◆			
ACTION: Consider expanding upon the minimum 50-foot non-disturbance buffer from all wetlands and watercourses in the Wetlands Regulations.	IW		◆		

COASTAL RESOURCES						
<i>GOAL #2: Implement land use policies that effectively protect and responsibly manage the coastal resource areas of West Haven.</i>						

ACTION: Establish performance standards to regulate potential adverse impacts on coastal resources by industrial or commercial uses.	P&Z		◆		
ACTION: Require earthen berms between intense land uses and adjacent wetlands, inlets, or associated environmental features to protect adjacent wetlands and waterways.	P&Z		◆		
ACTION: Update zoning regulations to protect the residential integrity of key coastal corridors that may be threatened by encroachment of non-residential uses.	P&Z		◆		
ACTION: Implement the West River Crossing project to substantially improve the gateway neighborhood's physical character.	EDC / Council /P&Z Plan&Dev			◆	
ACTION: Update zoning regulations to mandate public access along the waterfront for most future non-water-dependent uses.	P&Z		◆		

IMPLEMENTING AGENCIES: Adult – Adult Day Care Services; BOE – Board of Education; Building – Building Department; CC – Chamber of Commerce; WHBA – West Haven Business Association; Council – City Council; CorpCouncil – Corporation Council; SCRCOG – South Central Region Council of Governments; CD – Community Development; CTDEP – Connecticut Department of Environmental Protection; CTDOT – Connecticut Department of Transportation; COSC – Conservation and Open Space Committee; DPW – Department of Public Works; EDC – Economic Development Corporation; WHFDistricts – West Haven Fire Districts; HS – West Haven Historical Society; WHHA – West Haven Housing Authority; WHPD – West Haven Police Department; Elderly – Elderly Services; IW – Inland Wetlands Agency; LT – Land Trust; Parks – Parks & Recreation Department; Plan&Dev – Planning and Development Department; P & Z – City Planning & Zoning Commission; RA – Redevelopment Agency.

		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Improve the blending of mixed land uses near Main St., Wagner Pl., and Kelsey Ave. and establish improved buffers between residential and commercial properties.	P&Z				◆
	ACTION: Become familiar with the CTDEP's Nonpoint Source Management Program, and consider adopting practical water quality-based; technology-based; regulatory and non-regulatory mechanisms directed at minimizing nonpoint source pollution that negatively affects Long Island Sound.	Plan&Dev/ P&Z		◆		
	ACTION: Place deed restrictions and/or easements on the City owned parcels within the Savin Rock Redevelopment Area II to ensure their open space status.	Council/Corp Council		◆		
	ACTION: Extend the shoreline boardwalk westward toward the City of Milford and eastward to the Monahan Place boat ramp.	DPW/Parks			◆	
	ACTION: Add a viewing deck at Sandy Point to improve accessibility for outdoor and environmental education purposes.	DPW/Parks/ COSC		◆		
	ACTION: Accommodate public parking at Morse Avenue-Washington Avenue Beach.	DPW/Parks		◆		
	ACTION: Enhance Oyster River Beach with a boardwalk, viewing platform and benches.	DPW/Parks			◆	
	ACTION: Support the rehabilitation of structures to improve the visual quality of the heavily industrialized area along Front Avenue.	Council / P&Z / Plan&Dev				◆
	ACTION: Promote achievable and modest site improvements to commercial centers in the City's coastal area.	P&Z		◆		

GOAL #3: Effectively plan for the necessary public and capital improvements to ensure the continued protection of the City's coastal resources.

	ACTION: Establish a Storm Water Management section within the City's zoning regulations to address water quality concerns.	P&Z		◆		
	ACTION: Provide physical barriers and strict enforcement to address the recurrence of illegal dumping near rivers and wetlands.	DPW		◆		

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Continue to monitor former landfill sites along the West River with respect to ground and surface water contamination.	DPW	◆			
	ACTION: Investigate traffic calming solutions to complement the strict speed limit enforcement along shorefront roads.	P&Z/DPW			◆	
	ACTION: Improve the intersection between Washington Avenue and Beach Street to increase motorist and pedestrian safety.	DPW			◆	
	ACTION: Provide continuous sidewalks along Platt Avenue and Ocean Avenue.	DPW		◆		
	ACTION: Regularly replenish sand at Altschuler, Dawson Avenue, Oak Street, and South Street beaches.	DPW	◆			
	ACTION: Minimize beach erosion through “pro-active” sand stabilization techniques at Morse Beach.	DPW		◆		
	ACTION: Monitor and address the erosion conditions along the shorefront stretch between East Avenue and Morse Avenue.	DPW	◆			

GOAL #4: Plan for and implement improvements and enhancements to the City's parks and open space network that balance public use and preservation of coastal resources.

	ACTION: Mitigate the boardwalk “choke-point” at Beach St. and Washington Ave., and consider widening the path along the south edge of Beach Street as a solution.	DPW			◆	
	ACTION: Provide permanent restrooms at Dawson Avenue, Morse, and South Street beaches to make for improved public spaces.	DPW/Parks				◆
	ACTION: Repair the asphalt, install additional pieces and provide wood fiber material for safety surfacing at Bayview Park.	Parks		◆		
	ACTION: Consider upgrading the equipment at Woodmont Avenue playground, and provide seating benches for adults.	Parks		◆		
	ACTION: Continue to eliminate hazards and curb vandalism at Bradley Point, and address eroding seawall along its western edge.	Parks	◆			
	ACTION: Encourage recreational boating and fishing activities in the First, Second, and Third Avenue areas.	Parks		◆		

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Renovate bathrooms and replace snow fence bordering bike path at Morse Avenue-Washington Avenue Beach.	Parks/ DPW			◆	
	ACTION: At Sea Bluff Beach, remove existing concrete walkway over Cove River, and install a new walkway over the inlet without pylons.	Parks/ DPW		◆		
	ACTION: Plan, build and maintain a nature center near Old Field Creek as outlined by the Conservation and Open Space Commission.	Parks/COSC		◆		
	ACTION: Repair and upgrade the ramp area at Monahan Place Boat Ramp.	Parks/ DPW			◆	
	ACTION: Investigate ending agreement with Prospect Fish and Game to establish a public boat ramp and bathroom facility near Dawson Beach.	Council Parks/ DPW			◆	
	ACTION: Rezone Chamber of Commerce Park from R-2 to Open Space.	P&Z		◆		
	ACTION: Establish a greenway connection from Bradley Point to Painter Park, roughly following the course of the Cove River.	Parks/ DPW			◆	
	ACTION: Implement the Old Field Creek-Cove River Walkway Linkage System to better connect these features, as proposed in a special study in the City's 1982 Coastal Program.	Parks/ DPW			◆	
	ACTION: Consider removing existing concrete walkway over the Cove River and install a new walkway from parking lot constructed without pylons, while taking efforts to reduce flooding as far away as West Main Street.	Parks/ DPW			◆	

OPEN SPACE AND RECREATION

GOAL #5: *Encourage the improved use, maintenance and improvement of the City's existing parks, recreation and open space system.*

ACTION: Continue the efficient utilization of existing parks and recreation facilities, including extended hours and creative scheduling.	Parks	◆			
ACTION: Strengthen the existing cooperative relationship between Parks and Recreation and the Board of Education to maximize the use of all municipal recreational resources	Parks/BOE	◆			

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	to the benefit of West Haven's residents.					
	ACTION: Where feasible, promote linkages between greenways and community focal points, including neighborhoods, public facilities, and employment areas.	P&Z/LT/ Parks/COSC		◆		

GOAL #6: *Achieve immediate open space conservation objectives in the City by concentrating planning efforts and resources on the productive and managed use of prioritized focus areas, rather than thinly distributing resources across parcels scattered across the City.*

ACTION: Focus Conservation and Open Space Committee resources on the protection, conservation, and managed use of open space lands surrounding the Old Field Creek tidal estuary.	COSC		◆		
ACTION: As a second priority, focus Conservation and Open Space Committee resources on the protection, conservation, and managed use of open space lands in the vicinity of the former Connecticut Light and Power company lands between Plainfield Avenue and Forest Road.	COSC		◆		
ACTION: As a long-term objective, explore the additional protection of land in the Cover River corridor area, and develop appropriate managed use strategies to balance public access with resource preservation.	COSC			◆	
ACTION: Assign the effective and efficient management of open space parcels to appropriate agencies that have the necessary capacity and organization.	Council		◆		

GOAL #7: *Encourage park and open space system enhancements to ensure they are adequate in extent, strategically located, and equitably distributed to meet the active and passive recreation needs of residents while protecting select natural resources.*

ACTION: Target properties to acquire for open space or recreational use in neighborhoods presently lacking such facilities.	Council/LT/ COSC		◆		
ACTION: Implement the development of a park, roughly 20 acres in size, to serve the Allintown neighborhood with a full range of recreational facilities.	Council/ Parks		◆		
ACTION: Establish a fund dedicated to the acquisition and protection of open space.	Council/P&Z			◆	

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Develop functional recreational, greenway and open space linkages between the Allingtown neighborhood and the West River corridor, and provide waterfront access to the river for pedestrians. This access could occur via a path, esplanade, or boardwalk that would minimize any negative impacts to the river's banks and water quality.	Parks/LT/ P&Z			◆	
	ACTION: Implement improvements to the West River Community Park, in concert with the City of New Haven, to create an attractive shared gateway between these two cities along Route 1.	Parks/ CTDEP		◆		
	ACTION: Implement West Haven's portion of the <u>Harborside Trail</u> for New Haven Harbor, as proposed by the South Central Regional Council of Governments.	Parks/ SCRCOG/ COSC				◆
	ACTION: Protect and restore the Old Field Creek, Oyster River, and Cove River tidal estuaries, in cooperation with public and private conservation organizations.	DPW/ CTDEP/ COSC			◆	
	ACTION: Promote traffic calming activities along West Haven's shorefront to benefit pedestrians.	DPW		◆		
	ACTION: Market West Haven's shorefront open space system and recreational opportunities as a major quality of life amenity for the City.	EDC		◆		
	ACTION: Work with conservation and Audubon organizations to protect known birding areas along West Haven's shore front, including the West River, Sandy Point-Old Field Creek tidal estuary, Cove River tidal estuary and the Oyster River tidal estuary, and promote "eco-tourism" that is based on this important resource.	CTDEP		◆		

HISTORIC RESOURCES

GOAL #8: *Recognize, preserve, and promote the historic and cultural resources in the City of West Haven.*

ACTION: Preserve historic buildings through promoting adaptive reuse and use of historic tax districts.	Council/ Plan&Dev		◆		
ACTION: Reference the City inventory of historic structures and open spaces as part of development permitting and redevelopment planning in order to identify any potential for preservation or need for mitigating actions.	Building/ P&Z/ Plan&Dev		◆		

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Encourage the organization of interested persons and groups to assist the West Haven Historical Society in the documentation and preservation of West Haven's historic resources.	HS		◆		
	ACTION: Explore potential mechanisms that the City can employ to receive and store significant architectural artifacts from the demolition of older structures and reuse of these building elements into other structures where appropriate.	HS			◆	
	ACTION: Support educational activities that celebrate and highlight the historical aspects of West Haven's built and unbuilt environment.	BOE			◆	

COMMUNITY FACILITIES AND UTILITIES						
GOAL #9: Continue to provide the high level of services required to maintain the safe & healthy quality of life West Haven residents have come to expect.						

ACTION: Provide the necessary financial support for the coordination and operation of police, fire and other emergency services.	Council/ WHPD WHFDistricts	◆				
ACTION: Institute a strong recruit program to encourage more city residents to volunteer for fire, safety, and emergency service activities.	WHFDistricts /WHPD		◆			
ACTION: Coordinate City mapping among all departments that utilize or prepare maps.	Plan&Dev	◆				

GOAL #10: Maintain an efficient order of municipal services and an adequate array of community facilities in good condition to meet changing needs of the community.						
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ACTION: Encourage and support the continued maintenance and renovation of existing public buildings and grounds.	Council/BOE DPW		◆			
ACTION: Initiate the conceptual design phase for the reconstruction of City Hall and accomplish the abatement of asbestos in the vacated police facility.	Council/P&Z	◆				
ACTION: Expand building / land inventory information on the conditions and needs of municipal property to establish priorities and facilitate management and budget planning.	Plan&Dev		◆			

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Continue to coordinate school facilities planning with City facilities planning.	BOE/Council	◆			
	ACTION: Evaluate facility needs and develop a plan for programs serving senior citizens and the disabled, particularly for public housing.	Elderly/ Adult/WHHA		◆		

GOAL #11: Continue to maintain adequate and efficient public utility services and infrastructure capable of handling new growth and development in the City.

ACTION: Revise storm water drainage provisions in zoning regulations to require best management practices (BMPs) in site design and construction.	P&Z	◆				
ACTION: Support funding for State mandated sewage treatment facility upgrades, renovation/replacement / addition of sewer pumping stations, and a continuing, systematic program to locate and eliminate sources of infiltration/inflow into the City's sewer system.	Council/CTD EP			◆		
ACTION: Continue to support the cooperative efforts of the City Public Health Department and the DEP to ensure the health and welfare of West Haven residents.	Council	◆				
ACTION: Design and implement engineering solutions to sanitary sewer system deficiencies.	CTDEP/ DPW			◆		
ACTION: Fund the repair/replacement of catch basins and culverts to attain City compliance with Federally-mandated Storm Water Phase II regulations.	Council/DPW			◆		
ACTION: Review, update and implement a Citywide storm drainage plan.	DPW		◆			
ACTION: Review existing development regulations and standards to determine where requirements for impervious surfaces can be reduced or eliminated.	P&Z		◆			
ACTION: Negotiate a long-term contract for waste disposal services.	DPW/Council	◆				
ACTION: Ensure efficiency in waste removal services, and promote recycling activities among the public.	DPW/Council	◆				
ACTION: Develop a plan to reduce unnecessary municipal waste generation.	DPW/Council		◆			
ACTION: Direct city resources toward conducting a	DPW/Council			◆		

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	comprehensive Flood Control Study of the entire Cove River Corridor, to identify the greatest problem areas and recommend potential solutions.					

HOUSING AND POPULATION DENSITY						
GOAL #12: Strive to preserve the character of the City's neighborhoods by permitting housing densities that harmonize with the existing urban fabric.						

ACTION: Consider limiting maximum densities in moderately dense residential neighborhoods between 8 to 10 units per acre, depending on the relative scale, age, and environmental constraints influencing potential development.	P&Z		◆			
ACTION: Identify preferred areas for the future location of high-density residential development, and modify zoning regulations to channel this type of growth to such areas, including Downtown, designated waterfront areas, and within the TOD project area.	P&Z			◆		
ACTION: Direct low-density residential development consisting of single family homes on lot sizes of a minimum of 6,000 to 12,000 square feet or well-planned Open Space Developments of similar densities to areas already developed at a density of 5 units per acre or less.	P&Z		◆			

GOAL #13: Focus on enhancing and preserving the City's neighborhoods while providing opportunities for the development of new housing that meet the needs of people at various stages of their life cycle.						
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ACTION: Support programs that assist homeowners, particularly the elderly and low to moderate-income populations, in rehabilitating and maintaining their homes.	CD		◆			
ACTION: Utilize historic district designation to preserve historic structures, maintain neighborhood identity, and protect City landmarks.	CD	◆				
ACTION: Modify zoning regulations to achieve effective barriers that alleviate land use conflicts between residential and commercial /industrial uses, such as berms, green space buffers, traffic control, and signage controls.	P&Z	◆				

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	Lead Agency	PRIORITY			
		On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
ACTION: Implement a tree-planting program along neighborhood streets that targets locations with a relative deficiency in trees.	DPW/CD		◆		
ACTION: Modify zoning regulations to promote regular upkeep of residential property to ensure the use of most current methods.	Building / P&Z	◆			

GOAL #14: Establish a high standard for innovative approaches to in-fill development in order to minimize potential adverse impacts to existing neighborhoods while promoting new economic life for underutilized properties.

ACTION: Identify the best opportunities for infill development, and review land use patterns, existing zoning, and financing programs to determine the most appropriate measures to ensure infill residential development occurs in harmony with surrounding property uses.	RA/P&Z/EDC		◆		
ACTION: Consider establishing an In-fill Residential regulation, to retain more public control in assuring new investment is respective and representative of the surrounding environment.	P&Z	◆			
ACTION: Focus community resources to make targeted neighborhoods fully ready for infill development, and promote major public investment to fuel private investor confidence.	Council/RA/DPW/P&Z		◆		
ACTION: Consider the cost and benefits of various types of multi-family housing, and determine which type is most desirable in the future. Envisioning multi-family housing as part of mixed use developments at specific locations may be a prudent way to meet housing needs, redevelop sites and contribute to the tax base. Prime locations for such mixed-use development might be along Boston Post Road, Downtown West Haven and the First Avenue/Campbell Avenue corridor.	RA/CD/P&Z/EDC		◆		
ACTION: Devise a strategy to maintain a balance between residential development, mixed-use developments, open space conservation and natural resource protection.	P&Z		◆		

GOAL #15: Increase the percentage of owner-occupied housing within the City.

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		Lead Agency	PRIORITY			
			On-Ging	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Develop homeownership programs that work towards increasing the percentage of owner occupancy.	CD	◆			
	ACTION: Support homeownership programs that assist renters in becoming first-time homebuyers.	CD	◆			
	ACTION: Ensure that housing options specifically geared toward West Haven's elderly, disabled and low to moderate-income populations remain a substantial and important component of the overall housing stock.	CD/WHHA		◆		

TRANSPORTATION						
GOAL #16: <i>Maintain an efficient transportation system which meets the needs of community residents, offers a higher degree of multi-modality, while respecting existing patterns of land use development in the community.</i>						

	ACTION: Evaluate development requests against the capacity of existing or proposed transportation infrastructure.	P&Z	◆			
	ACTION: Strengthen intra-regional accessibility through the public transit system.	SCRCOG	◆			
	ACTION: Consider access management improvements and curb cut controls to promote traffic safety and maintain a high "carrying capacity" across the City's streets.	P&Z	◆			
	ACTION: Continued infill development, particularly within the West River Crossing area and along Sawmill Road, could lead to a greater utilization of public transportation. Pedestrian shelters and amenities should be incorporated into all new designs and maintained to ensure optimum efficiency and attractiveness to the transit user.	CTDOT			◆	
	ACTION: With the establishment of the Transit Oriented Development, it will be imperative to provide a means of transporting people between the station and their respective place of employment. Consider options such as a shuttle system or locally operated city bus routes to provide this key link within the overall multi-modal transportation system.	CTDOT/EDC				◆

GOAL #17: <i>Provide general and specific roadway improvements and implement transportation strategies as development and reinvestment of existing properties occurs. Such improvements should serve to mitigate and calm traffic flow, improve traffic circulation, parking, and vehicular and pedestrian safety and encourage multi-modal transportation.</i>						
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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-8 Years)	Long Term (9-18 Years)

ACTION: Upon completion of the central-turn lane improvements on Route 1 in Orange, pursue a similar road-widening scheme for Boston Post Road in West Haven to improve traffic flow along this major east-west corridor.	CTDOT		◆		
ACTION: Consider the expansion of streetscape improvements along Route 1 from Allington westward past the University of New Haven campus. Improved paving material, street trees, and pedestrian lighting could be included in the upgrades.	CTDOT/EDC		◆		
ACTION: Evaluate the feasibility of major improvements to key intersections along the Route 122 corridor (particularly the Campbell Avenue, Ruden Street, First Avenue intersection), and implement upgrade strategies as warranted.	CTDOT/DPW			◆	
ACTION: Consider devising a realignment strategy for the intersection between Platt Avenue and West Main Street that includes a "T" junction and installation of traffic signals to significantly improve this intersection without encroaching on the adjacent park.	CTDOT/DPW			◆	
ACTION: Consider interconnecting the traffic control signals along Captain Thomas Boulevard and Ocean Avenue to improve the flow of traffic along the City's shoreline.	DPW/WHPD		◆		
ACTION: If warranted by additional reinvestment in the adjacent industrial areas, explore potential right-of-way acquisitions that could divert truck traffic away from the steep grade change intersection between Frontage Road and Morgan Lane at a point closer to the railroad corridor, as a means of providing a more amenable travel route for trucks.	Council/DPW			◆	
ACTION: Pursue the extension of Fresh Meadow Road through the future Acorn Business Park connecting to Route 34, to provide employees, visitors, and emergency personnel another travel route option in the northern area of the City.	Council/DPW			◆	
ACTION: Implement the plan to realign the intersection between Fresh Meadow Road and Farwell Street, that is typified by a sharp "S" curve over a notable slope, to increase public safety along this stretch of roadway.	DPW	◆			
ACTION: Evaluate physical and psychological traffic	DPW/WHPD/ P&Z		◆		

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	calming techniques to reduce the adverse impacts of vehicular traffic on residential neighborhoods when traffic volume and speed warrant.					
	ACTION: Develop an ongoing neighborhood traffic-calming program that identifies priority areas, and assures communication, the achievement of consensus and the rational allocation of resources.	DPW/CD		◆		
	ACTION: Where appropriate, consider the creation of center-landscaped medians along West Haven's minor arterial and collector roadways that are compatible with existing traffic signal networks in place.	DPW			◆	
	ACTION: As funding becomes available, pursue simple and achievable streetscape enhancement measures that focus on improving the visual appeal of important city roadways. High priority for such beautification efforts should initially be placed on Campbell Avenue, Kimberly Avenue, and First Avenue, given their role as key gateways to the City's popular waterfront district.	DPW			◆	

GOAL #18: Capitalize upon the great potential for enhancing facilities that accommodate alternative modes of transportation through the creative planning of trails that link together open spaces and other community destinations.

ACTION: Establish a pedestrian trail network to interconnect municipally owned parks and open space properties throughout the City, and prioritize linkages that would connect multiple properties over a short distance for immediate achievement.	Parks/LT		◆		
ACTION: Explore the potential of reclaiming portions of the old Derby-New Haven rail bed to piece together short pedestrian linkages as additional greenway opportunities in the north-central area of the City.	Council/LT/ Parks		◆		
ACTION: Implement the West Haven portions of the future 10-mile long Harborside Trail, connecting Bradley Point to New Haven's Lighthouse Point Park.	SCRCOG				◆

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			PRIORITY			
		Lead Agency	On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	DOWNTOWN WEST HAVEN					
	GOAL #19: Formally create a revitalization team with the necessary resources and assign to it the responsibility for the Downtown Plan's implementation and response to Downtown's changing circumstances, to ensure Downtown's long-term success.					

ACTION: Encourage the location of retail uses at the ground floor level in Downtown to develop more visual interest for shoppers, pedestrians and visitors to the area.	WHBA/EDC	◆			
ACTION: Strengthen Downtown's position as West Haven's center for health care service providers, and market this feature to develop additional professional uses and to promote the Downtown location of businesses that are ancillary to this core business cluster.	WHBA/EDC	◆			
ACTION: Encourage the location of professional offices and service businesses on the upper floors of commercial buildings as part of a Downtown building reuse strategy.	P&Z	◆			
ACTION: Encourage the conversion of vacant upper floor commercial space to market rate residential uses, which can bring additional pedestrian activity, vitality and buying power into Downtown as a second option.	P&Z	◆			
ACTION: Consider operating the Farmer's Market more frequently and moving it to Curtiss Place and its renovated parking lot, making it visible from Campbell Avenue, near the heart of Downtown.	Parks/EDC		◆		
ACTION: Consider the development of "non-population dependant" businesses, institutions and activity generators in Downtown Areas.	EDC/WHBA/ RA		◆		
ACTION: Continue efforts to promote the conservation of residential neighborhoods surrounding Downtown and resist actions to convert residential structures to commercial uses that might compete with existing Downtown businesses.	P&Z	◆			

GOAL #20: Strengthen Downtown's position as a major community center serving the retailing and service needs of its surrounding market area.

ACTION: Establish a clearinghouse for informational merchandising resources and sponsor merchandising workshops to upgrade the presentation of merchandise available throughout the Downtown market.	WHBA		◆		
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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Promote Downtown business hours that provide consumers with retailing opportunities comparable to competing retail shopping centers.	WHBA		◆		
	ACTION: Develop promotions with special groups within the community, including church groups, tenants at nearby apartments, the University of New Haven, the Veterans Affairs facility, Notre Dame High School, Bayer and other major employers.	WHBA		◆		
	ACTION: Facilitate outdoor dining to enhance the vitality of Downtown's street scene, considering elements such as seating and tables that adjoin storefronts, colorful canopies, umbrellas, and awnings.	P&Z/WHBA		◆		
	ACTION: Establish a marketing program offering lunch hour dining and merchandising specials to encourage the patronage of the several thousand employees who work within a mile of Downtown.	EDC/WHCC		◆		
	ACTION: Investigate opportunities for Downtown merchants and service businesses to benefit from marketing to the University of New Haven consumer segment.	WHBA/WHCC		◆		
	ACTION: Where appropriate, promote in-fill development as a means to contribute positively to the appearance and functionality of Downtown and intensify Downtown business activity. In most cases, new construction should abut the sidewalk, with off-street parking to the rear of the building.	RA/P&Z			◆	

GOAL #21: Work with property owners and merchants to focus on upgrading the safety and appearance of Downtown buildings as part of the process of business retention and new business and jobs development.

ACTION: Implement a facade improvement program that addresses all sides of a building with a public face, including the rear of buildings served by municipal parking lots.	P&Z/EDC		◆		
ACTION: Develop design guidelines to address storefront improvements, signs, window and door types, approved siding materials, masonry repair, replacement or highlighting of trim, cornices, appropriate colors and other architectural details.	P&Z/WHBA		◆		

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	ACTION: Sponsor architectural design assistance for proposed exterior renovation of Downtown buildings and sign improvements, to help stimulate Downtown rehabilitation activity and lead toward the consistent achievement of a higher level of design quality.	EDC		◆		
	ACTION: Establish a low-interest rate revolving loan program to enable Downtown property owners to make needed repairs to their buildings, as funding resources permit.	EDC		◆		
	ACTION: Develop a staged program to upgrade and expand streetscape improvements within Downtown.	P&Z/DPW			◆	
GOAL #22: Pursue various opportunities to develop additional parking resources to meet the needs and convenience of potential patrons, targeted to help specific areas as well as Downtown as a whole.						

ACTION: Reorganize the municipal parking lot behind City Hall so that a portion could be used by patrons and employees of nearby businesses located on the west side of Campbell Avenue (upon completion of the new Police Station on Saw Mill Road).	DPW		◆		
ACTION: Work with property owners to create an off-street public parking lot east of Campbell Avenue, between the SNET building and New Street, using an approach similar to the one taken with the creation of the "Silvers" and "Curtiss Place" parking lots.	Council/DPW			◆	
ACTION: Provide additional parking in the northern area of Downtown near the intersection of Campbell Avenue and Elm Street, without removing any buildings fronting on Campbell, to spur revitalization of the vacant and underutilized space in this area of Downtown.	DPW/WHBA		◆		
ACTION: Preserve free parking as a major asset that helps Downtown remain competitive with its suburban competition.	Council/WHBA	◆			
ACTION: Consider a strategy to relocate long-term and all-day employee parking to designated areas of the municipally controlled parking lots, while making parking for Downtown employees convenient to their place of work.	DPW		◆		
ACTION: Develop and enforce a short-term parking	DPW		◆		

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	strategy and couple it with designated employee parking to maximize the utilization of existing parking resources to benefit Downtown businesses and to make Downtown as user friendly as possible.					

TRANSIT ORIENTED DEVELOPMENT						
GOAL #23: Achieve a new train station in West Haven and a supporting Transit Oriented Development neighborhood with physical elements that capitalize upon the area's multi-modal benefits to spur reinvestment in the surrounding Downtown West Haven community.						

ACTION: Ensure City involvement in the design, engineering, and construction process for a new train station by reviewing proposed plans to ensure the construction of a multi-modal transportation facility that facilitates the implementation of a TOD neighborhood.	Council/P&Z Plan&Dev			◆		
ACTION: Promote a train station location relative to Sawmill Road that ensures excellent vehicular and pedestrian access and provides a physical landmark that defines this northern gateway to Downtown West Haven.	Plan&Dev		◆			
ACTION: Promote direct, safe and attractive pedestrian connections between the station's passenger platforms and major employment uses and Downtown, to enhance the pedestrian-friendliness of the neighborhood.	Plan&Dev		◆			
ACTION: Encourage the creation of attractively designed and landscaped parking facilities serving the station, and good internal circulation that meets the needs of all those using the station in a safe, attractive and efficient manner.	Plan&Dev		◆			

GOAL #24: Utilize the 2003 Transit Oriented Development Master Plan to its fullest capacity as a planning document that provides specific guidelines and strategies for the establishment of the train station and supporting neighborhood.						
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ACTION: Incorporate the TOD Concept Master Plan into the City's Plan of Conservation and Development for use in guiding future development and redevelopment activities within this area of the City.	P&Z		◆			
ACTION: Consider the addition of a Transit Oriented Development section to the City's zoning code to facilitate the implementation of the TOD Master Plan. Other	P&Z		◆			

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		Lead Agency	PRIORITY			
			On-Going	Short Term (1-3 Years)	Mid Term (4-6 Years)	Long Term (7-10 Years)
	communities seeking to guide mixed-use development within TOD designated areas have employed this approach very successfully.					

GOAL #25: Stimulate widespread private sector reinvestment throughout the Transit Oriented Development neighborhood that builds off a new train station and offer many positive public infrastructure and tax base benefits.

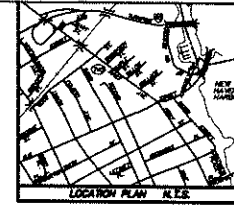
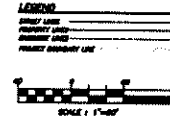
ACTION: Focus non-financial City support to achieve the realization of the several large scale, complex major, private sector development projects that are cornerstones to the redevelopment of this area of West Haven	P&Z / EDC / Council			◆	
ACTION: Play an active role and work with property owners to structure renovation and development projects that meet the objectives of the TOD Master Plan and result in an expansion of the City's tax base.	Plan&Dev / P&Z / EDC			◆	
ACTION: Work closely with the developers of affected properties during project planning and design stages to ensure that essential public landscape elements become integral components of the proposed TOD. Examples of these elements include the implementation of streetscape improvements, pedestrian walkways and plazas, and a new Green.	Plan&Dev/ P&Z			◆	

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EXHIBIT B

NOTES

1. THE SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 30-300B-1 AND 30-300B-2 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "MINIMUM STANDARDS FOR SURVEYS AND MAPS BY THE STATE OF CONNECTICUT" AS ENFORCED BY THE CONNECTICUT AGENCIES OF LAND SURVEYORS, INC. IT IS A COMPILED MAP CONFORMING TO CLASS "C" STANDARDS. THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RECORDS OF OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY, AND IS SUBJECT TO SUCH CHANGE AS AN ACCURATE FIELD SURVEY MAY DISCLOSE.
2. REFERENCE IS MADE TO A MAP ENTITLED, "THE HAVEN DEVELOPMENT COMPANY, LLC, OVERALL SUBDIVISION PLAN, FIRST AVE. & WATER STREET, CENTER STREET, RICHARDS PLACE, MAIN STREET AND BAYVIEW PLACE, WEST HAVEN, CONNECTICUT BY BENEDICT ENGINEERING, INCORPORATED, PLANNERS, SCALE 1"=80' DATED SEPT. 2014 AND REVISED APRIL 26, 2014.
3. THIS MAP IS NOT VALID WITHOUT A LINE SIGNATURE AND AN EMBOSSED SEAL.



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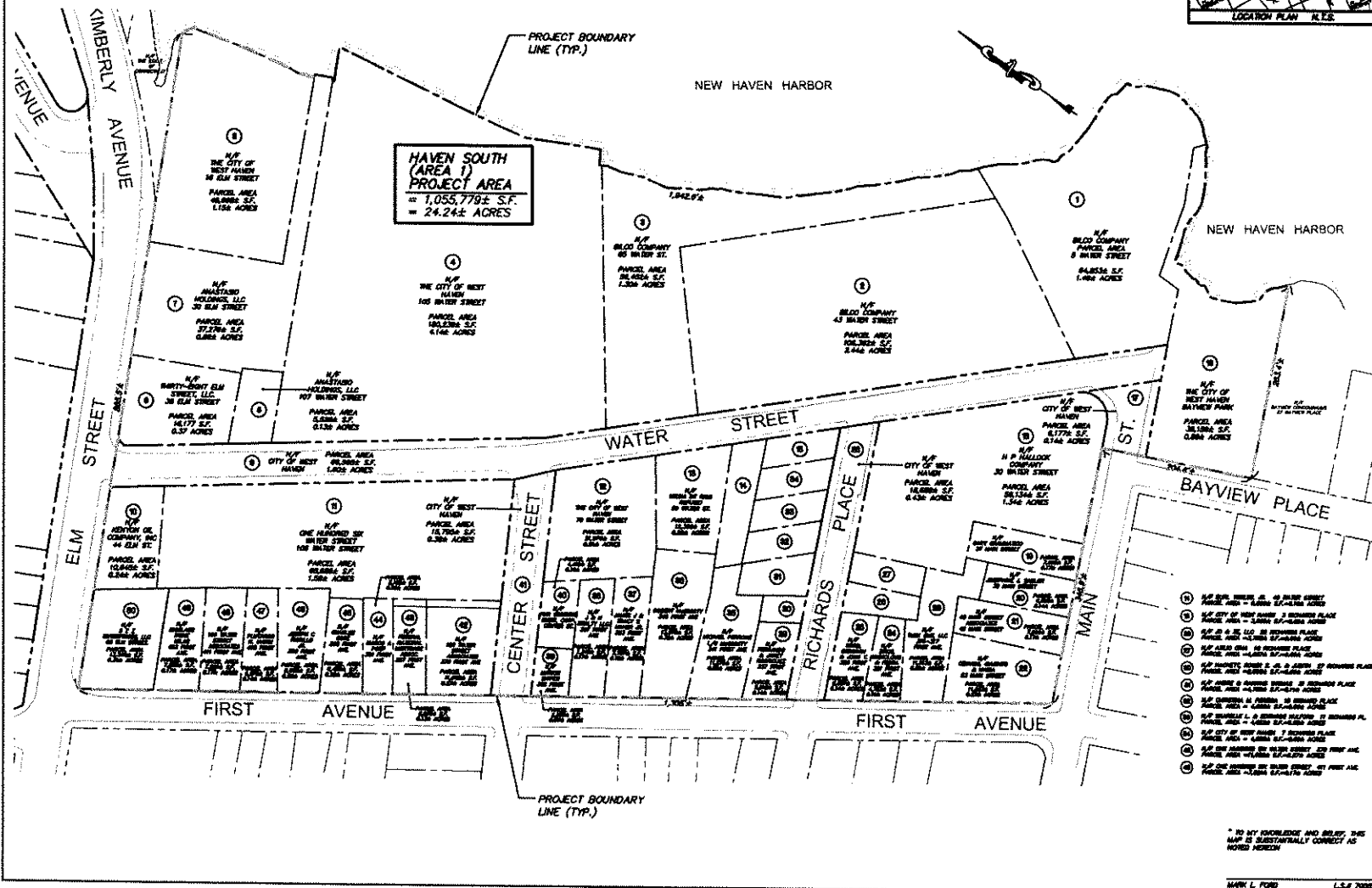
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DeCARLO & DOLL, INC.
 89 Colony Street
 Meriden, CT 06451
 Architects, Engineers, Surveyors
 Planners, Construction Managers
 Telephone (203) 379-2467
 Fax (203) 375-0278

MUNICIPAL DEVELOPMENT PLAN PREPARED FOR THE HAVEN

845 ST. WATER ST., BAYVIEW PLACE, MAIN ST., FIRST AVE., CENTER ST. & RICHARDS PLACE, WEST HAVEN, CONNECTICUT
 JOB NO. 507470
 CAD NO. A-
 FILE NO. A-
PROJECT BOUNDARY MAP - HAVEN SOUTH COMPILED PLAN
 SCALE 1" = 80' DRAWING NO. 1
 DATE: MARCH 27, 2015



- 1. HAVEN SOUTH (AREA 1) PROJECT AREA - 1,055,779± S.F. (24.24± ACRES)
- 2. HAVEN SOUTH (AREA 2) PROJECT AREA - 1,055,779± S.F. (24.24± ACRES)
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- 97. HAVEN SOUTH (AREA 97) PROJECT AREA - 1,055,779± S.F. (24.24± ACRES)
- 98. HAVEN SOUTH (AREA 98) PROJECT AREA - 1,055,779± S.F. (24.24± ACRES)
- 99. HAVEN SOUTH (AREA 99) PROJECT AREA - 1,055,779± S.F. (24.24± ACRES)
- 100. HAVEN SOUTH (AREA 100) PROJECT AREA - 1,055,779± S.F. (24.24± ACRES)

* TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREIN.
 MARK L. FORD L.S. 76807

New Haven Harbor

STUDIO V
ARCHITECTURE

THE HARBOR
WEST HAVEN,
CONNECTICUT

THE HARBOR GROUP, LLC
1000 Main Street, Suite 200
West Haven, CT 06490

STUDIO V ARCHITECTURE, PLLC
1000 Main Street, Suite 200
West Haven, CT 06490

PROJECT NO. 1000-0000-0000
DATE: 01/15/2015
DRAWN BY: JLD

REVISIONS AND COMMENTS
1. Initial Design
2. Final Design

3. Final Design
4. Final Design

5. Final Design
6. Final Design

7. Final Design
8. Final Design

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67. Final Design
68. Final Design

69. Final Design
70. Final Design

TABLE 1: AREA AND BULK REQUIREMENTS, WATERFRONT DESIGN DISTRICT

REQUIREMENT	REQUIREMENT	PROVIDED
A. Min. Lot Area (sq. ft.)	15,000	15,000
B. Min. Lot Area per Residential Unit (sq. ft.)	2,000	N/A
C. Min. Number of Units per Acre	12	12
D. Min. Front Yard (ft.)	12	12
E. Min. Side Yard (ft.)	12	12
F. Min. Rear Yard (ft.)	12	12
G. Min. Street Frontage (ft.)	25	25
H. Min. Street Frontage (ft.)	25	25
I. Min. Street Frontage (ft.)	25	25
J. Min. Street Frontage (ft.)	25	25
K. Min. Street Frontage (ft.)	25	25
L. Min. Street Frontage (ft.)	25	25
M. Min. Street Frontage (ft.)	25	25
N. Min. Street Frontage (ft.)	25	25
O. Min. Street Frontage (ft.)	25	25
P. Min. Street Frontage (ft.)	25	25
Q. Min. Street Frontage (ft.)	25	25
R. Min. Street Frontage (ft.)	25	25
S. Min. Street Frontage (ft.)	25	25
T. Min. Street Frontage (ft.)	25	25
U. Min. Street Frontage (ft.)	25	25
V. Min. Street Frontage (ft.)	25	25
W. Min. Street Frontage (ft.)	25	25
X. Min. Street Frontage (ft.)	25	25
Y. Min. Street Frontage (ft.)	25	25
Z. Min. Street Frontage (ft.)	25	25

D4 23.15 ADK JLF

SITE LAYOUT

1" = 40'

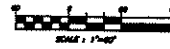
C-200

NOTES

1. REFERENCE IS MADE TO A MAP ENTITLED: "CITY OF WEST HAVEN, GEODETIC INFORMATION SYSTEM."

LEGEND

PROJECT CASE	_____
PROJECT NAME	_____
PROJECT BOUNDARY LINE	_____



SCALE: 1" = 40'

NO DOCUMENTS

COPYRIGHT: 2012

NO.	DATE	REVISIONS

DESIGNED BY: *MAP*
 DRAWN BY: *MAP*
 CHECKED BY: *MB*
 APPROVED BY: _____

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 Meriden, CT 06451

Architects, Engineers, Surveyors
 Planners, Construction Managers
 Telephone: (203) 375-0457
 Fax: (203) 375-0278

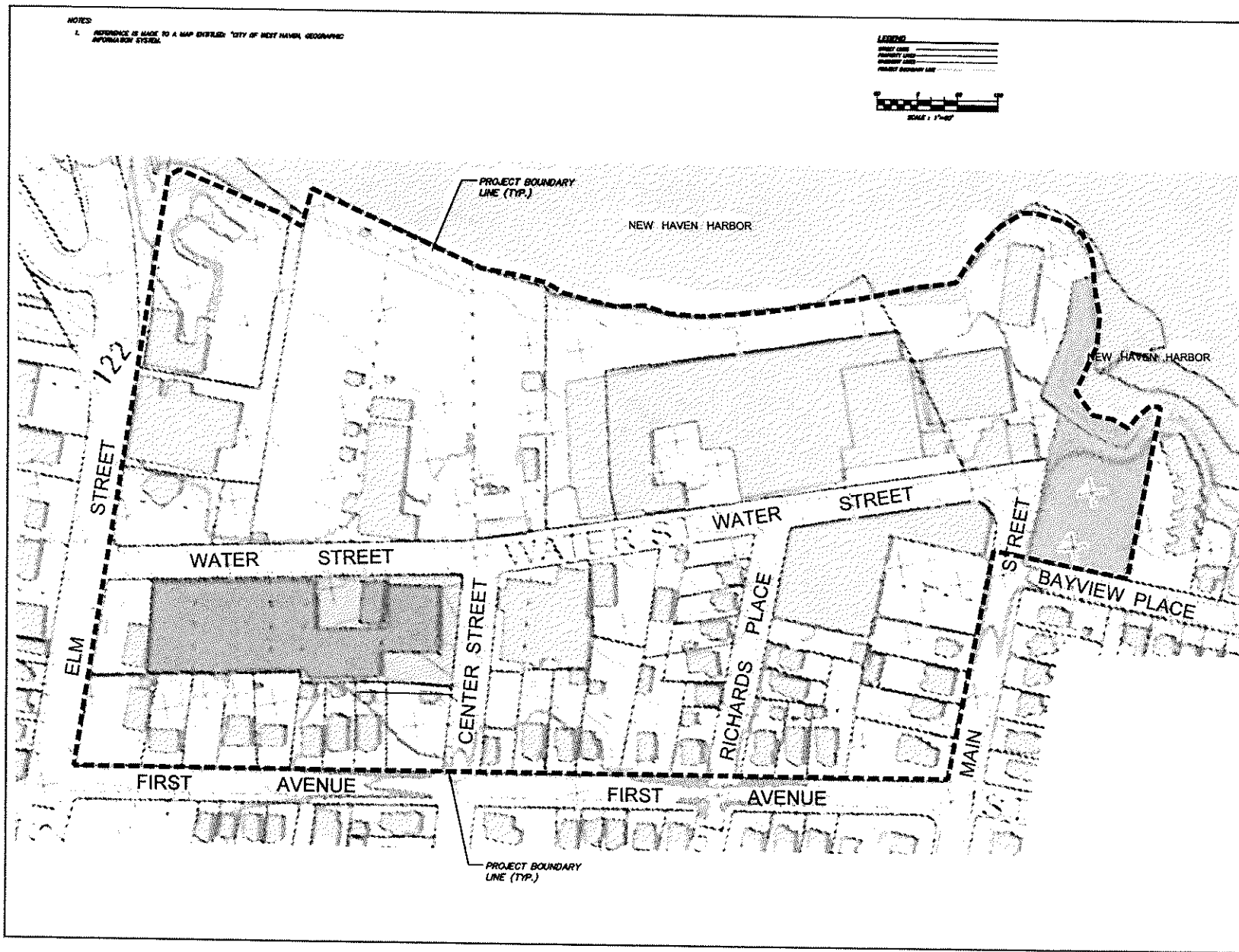
**MUNICIPAL
 DEVELOPMENT PLAN
 PREPARED FOR
 THE HAVEN**

ELM ST., WATER ST., BAYVIEW PLACE, MAIN ST., FIRST AVE., CENTER ST. & RICHARDS PLACE
 WEST HAVEN, CONNECTICUT

JOB NO.: 30274.10
 CADR NO.: _____
 FILE NO.: A-

**EXISTING
 TOPOGRAPHY
 HAVEN SOUTH**

SCALE: 1" = 40' DRAWING NO.: _____
 DATE: MARCH 27, 2012 **2**

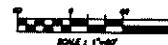


NOTES

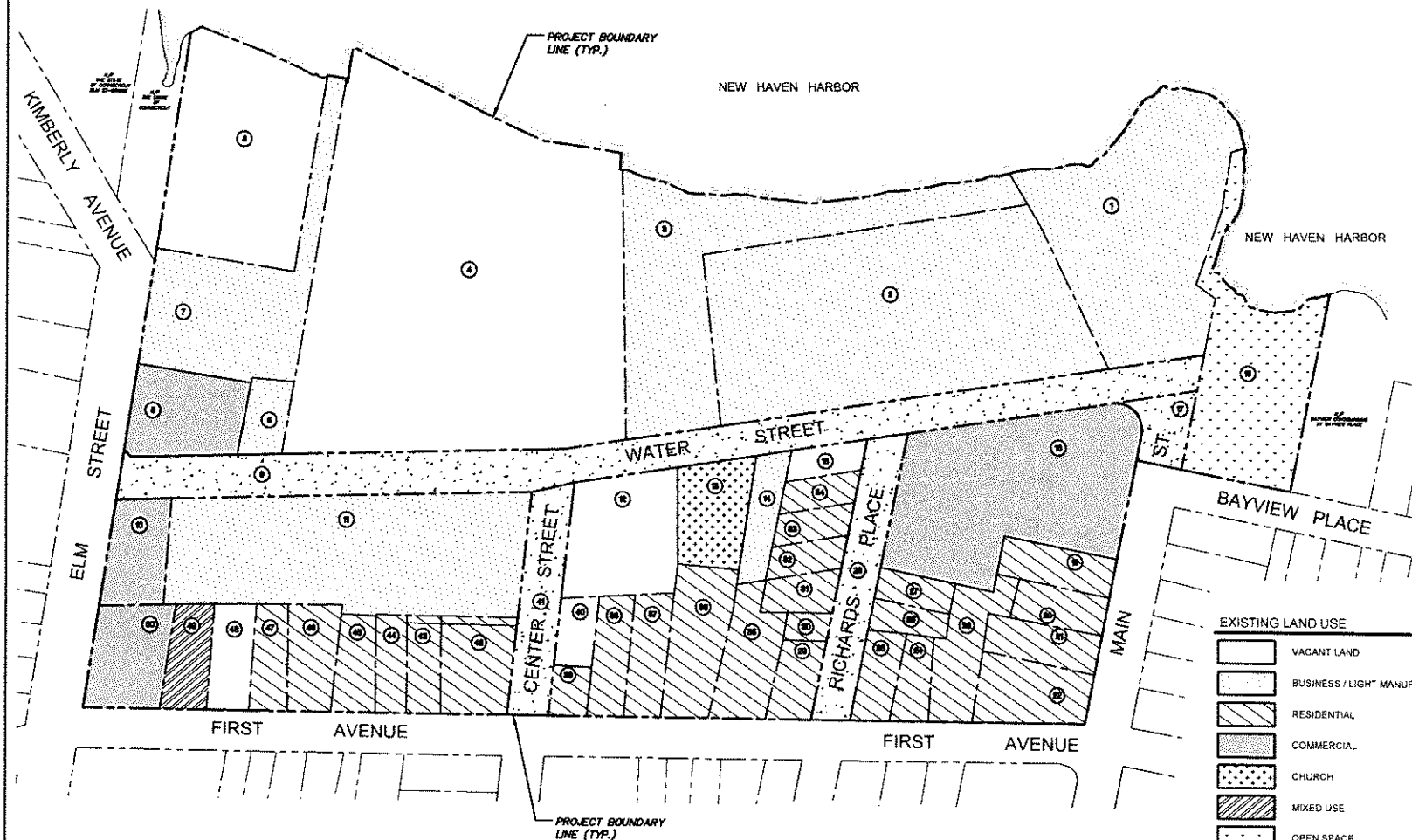
1. REFERENCE IS MADE TO A MAP ENTITLED "THE HAVEN DEVELOPMENT COMPANY, LLC, OVERALL BOUNDARY PLAN, FIRST AND ELM STREETS, WATER STREET, CENTER STREET, RICHARDS PLACE, MAIN STREET AND BAYVIEW PLACE, WEST HAVEN, CONNECTICUT BY ROBERTSON, BRONKHORST, ROBERTSON, PLANNERS, SCALE 1"=60' DATED SEPT. 2014 AND REVISED NOV. 26, 2014.

LEGEND

EXISTING LAND
PROPOSED LAND
PROJECT BOUNDARY LINE



SCALE: 1"=60'



EXISTING LAND USE

- VACANT LAND
- BUSINESS / LIGHT MANUF.
- RESIDENTIAL
- COMMERCIAL
- CHURCH
- MIXED USE
- OPEN SPACE
- PUBLIC R.O.W.

NO DOCUMENTS
COPYRIGHT 2014

NO.	DATE	REVISIONS

DESIGNED BY: *MLP*
DRAWING BY: *MLP*
CHECKED BY: *MLP*
APPROVED BY: *MLP*

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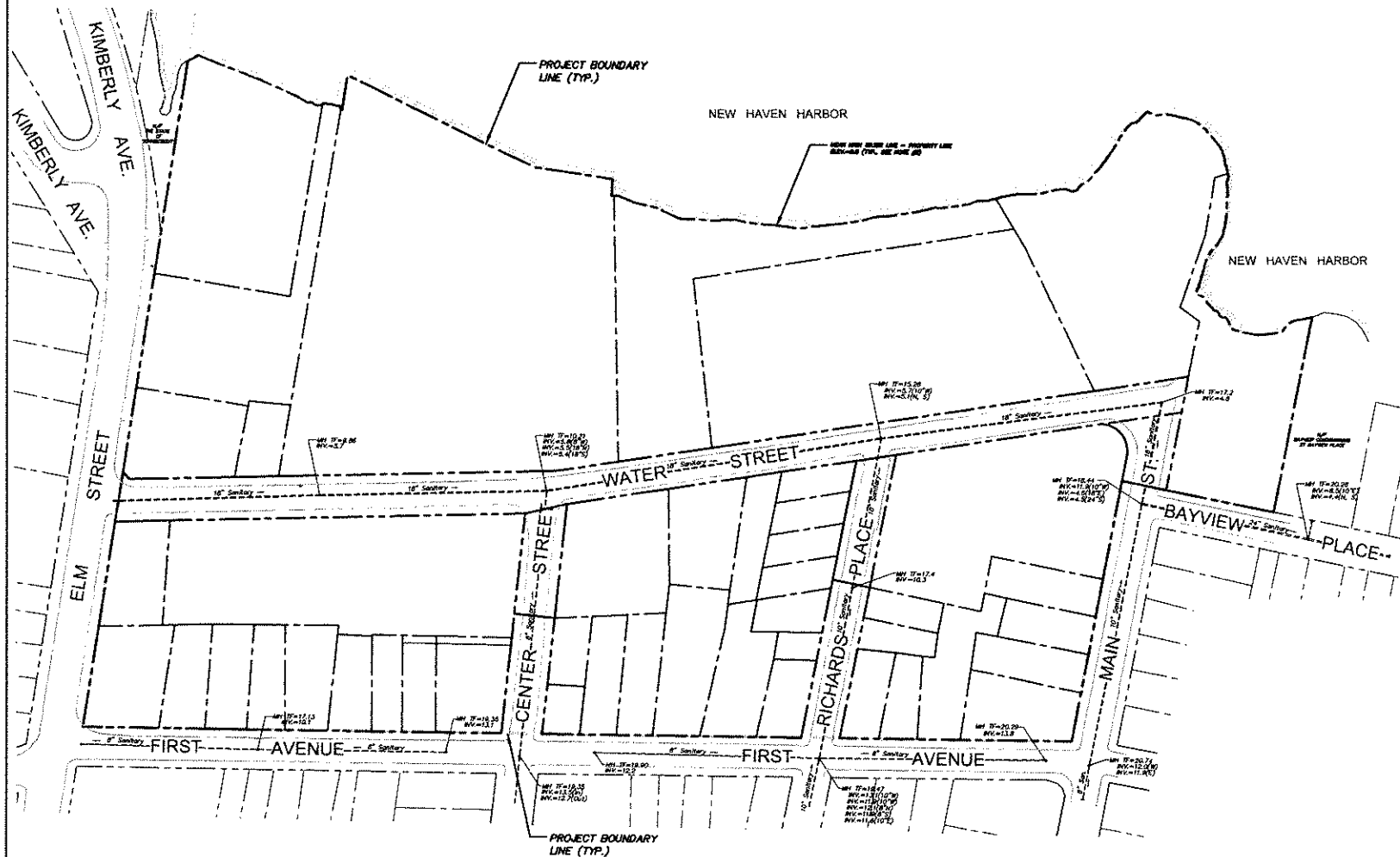
DeCARLO & DOLL, INC.
89 Colony Street
Meriden, CT 06451
Architects, Engineers, Surveyors
Planners, Construction Managers
Telephone (203) 375-0467
Fax (203) 375-0278

**MUNICIPAL
DEVELOPMENT PLAN
PREPARED FOR
THE HAVEN**

ELM ST., WATER ST., BAYVIEW
PLACE, MAIN ST., FIRST AVE.,
CENTER ST. & RICHARDS PLACE
WEST HAVEN, CONNECTICUT
JOB NO. 14074.10
CAD NO. 14074.10
FILE NO. 14074.10
**EXISTING LAND USE
HAVEN SOUTH**
SCALE 1" = 60' DRAWING NO.
DATE: MARCH 27, 2015 **3**

7. REFERENCE IS MADE TO A MAP ENTITLED: "THE HAVEN DEVELOPMENT COMPANY, LLC, OVERALL BOUNDARY PLAN, FIRST AND ELM STREET, BRIDGE STREET, CENTER STREET, RICHARDS PLACE, MAIN STREET AND BETHANY PLACE, BEST HAVEN, CONNECTICUT" BY BENEDSON, GONKOWSKI, SCHENFELT, PLANNERS, SCALE 1"=40' DATED SEPT. 2016 AND RECESSED NOV. 20, 2016.

REPORT CODE _____
PROJECT CODE _____
CHARTER CODE _____
PROJECT SUMMARY LINE _____



NO.	DATE	REVISIONS

DESIGNED BY: MEF
DRAWN BY: MEF
CHECKED BY: JR
APPROVED BY:

Any use or reuse of original or altered CARD design available by the CLIENT, CONTRACTOR, or other parties without the review and written approval of an authorized representative of DeCorto & Duff, Inc. shall be at the sole risk of CLIENT, CONTRACTOR, or other party. Furthermore, CLIENT, CONTRACTOR, or other party agrees to defend, indemnify, and hold DeCorto & Duff, Inc. harmless from all claims, injuries, damages, losses, expenses and attorney's fees arising out of the modification or reuse of these materials.

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& DOLL, INC.**
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Meriden, CT 06451
Architects Engineers Surveyors
Planners Construction Managers
Telephone (203) 379-0487
Fax (203) 379-0278

**MUNICIPAL
DEVELOPMENT PLAN
PREPARED FOR
THE HAVEN**

BLM ST. HEATER ST. BAYVIEW
PLACE, MAIN ST. FIRST AVE.
CENTER ST. & PEARSON PLACE
WEST HAVEN, CONNECTICUT

JOB NO. 51874.50
CADD NO.
FILE NO. A-

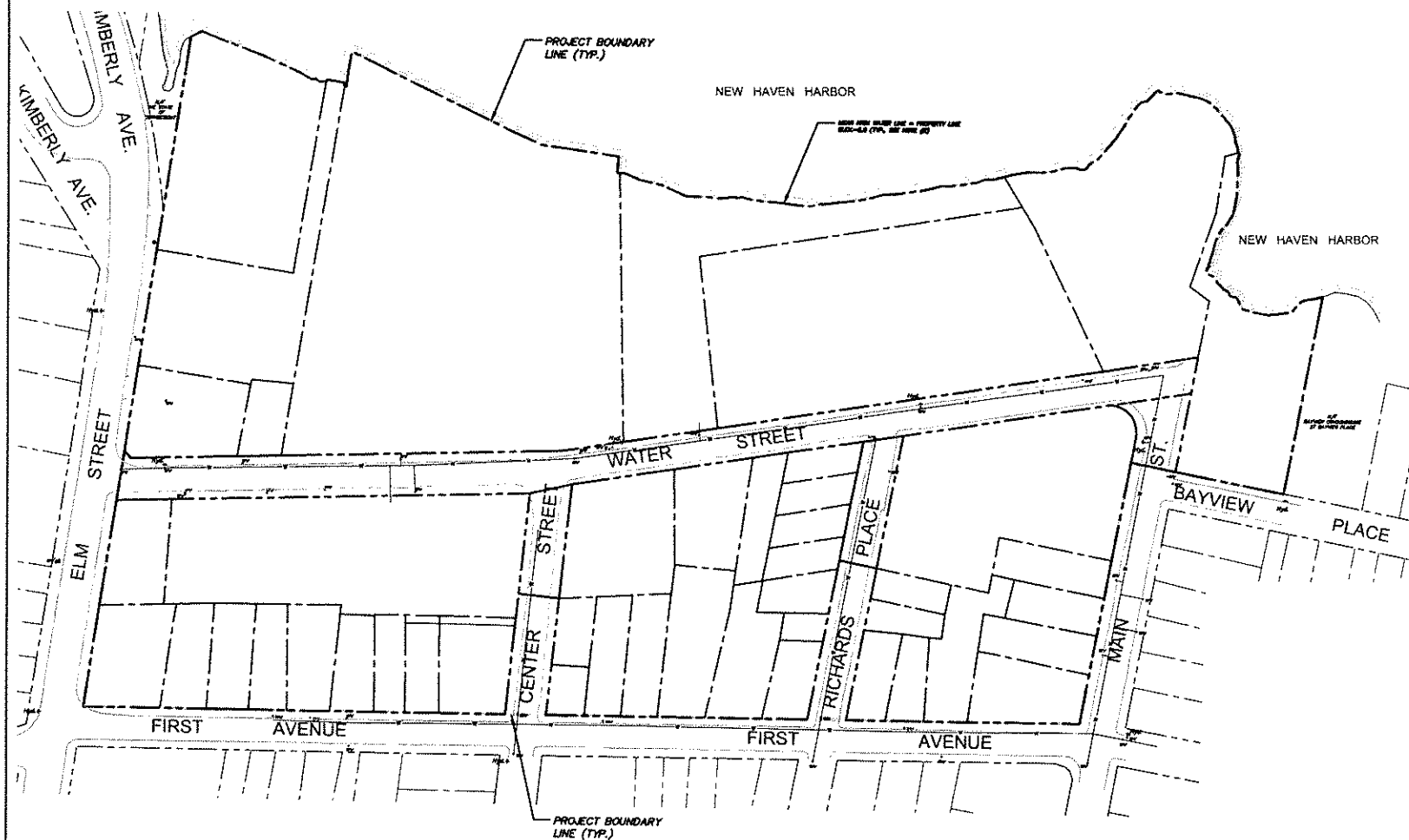
**EXISTING
SANITARY SEWER
HAVEN SOUTH**

SCALE: 1" = 80' DRAWING NO:
DATE: MARCH 27, 2015

2. REFERENCE IS MADE TO A MAP ENTITLED: "THE HAVEN DEVELOPMENT COMPANY, LLC, OVERALL BOUNDARY PLAN, FIRST AVE. ELM STREET, WARDEN STREET, CENTER STREET, RICHARDS PLACE, MAIN STREET AND BATHWY PLACE, WEST HAVEN, CONNECTICUT BY BOWENSON, ENGINEERS, SCIENTISTS, PLANNERS, SCALE 1"=60' DATED SEP. 30, 2014 AND REVISED NOV. 28, 2014.

ORIGIN DATE _____
PROPERTY DATE _____
ISSUANCE DATE _____

PLASTER MORTAR MIX (m³ = 1) 17.00/0.00



NO DOCUMENTS
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NO.	DATE	REVISIONS

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

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**DE CARLO
& DOLL, INC.**
89 Colony Street
Meriden, CT 06451
Accounts Engineers Surveyors
Planners Construction Managers
Telephone (203) 376-0467
Fax (203) 376-0278

**MUNICIPAL
DEVELOPMENT PLAN
PREPARED FOR
THE HAVEN**

25.32 ST. WATER ST. DAYVEN
PLACE, MON ST. FIRST AVE.
CHURCH ST. & RICHMOND PLACE

JOB NO: 51674.50
CARD NO:
FILE NO: A-

EXISTING WATER SERVICE HAVEN SOUTH

SCALE: 1" = 60' DRAWING NO.:
DATE: MARCH 27, 2015

NOTES

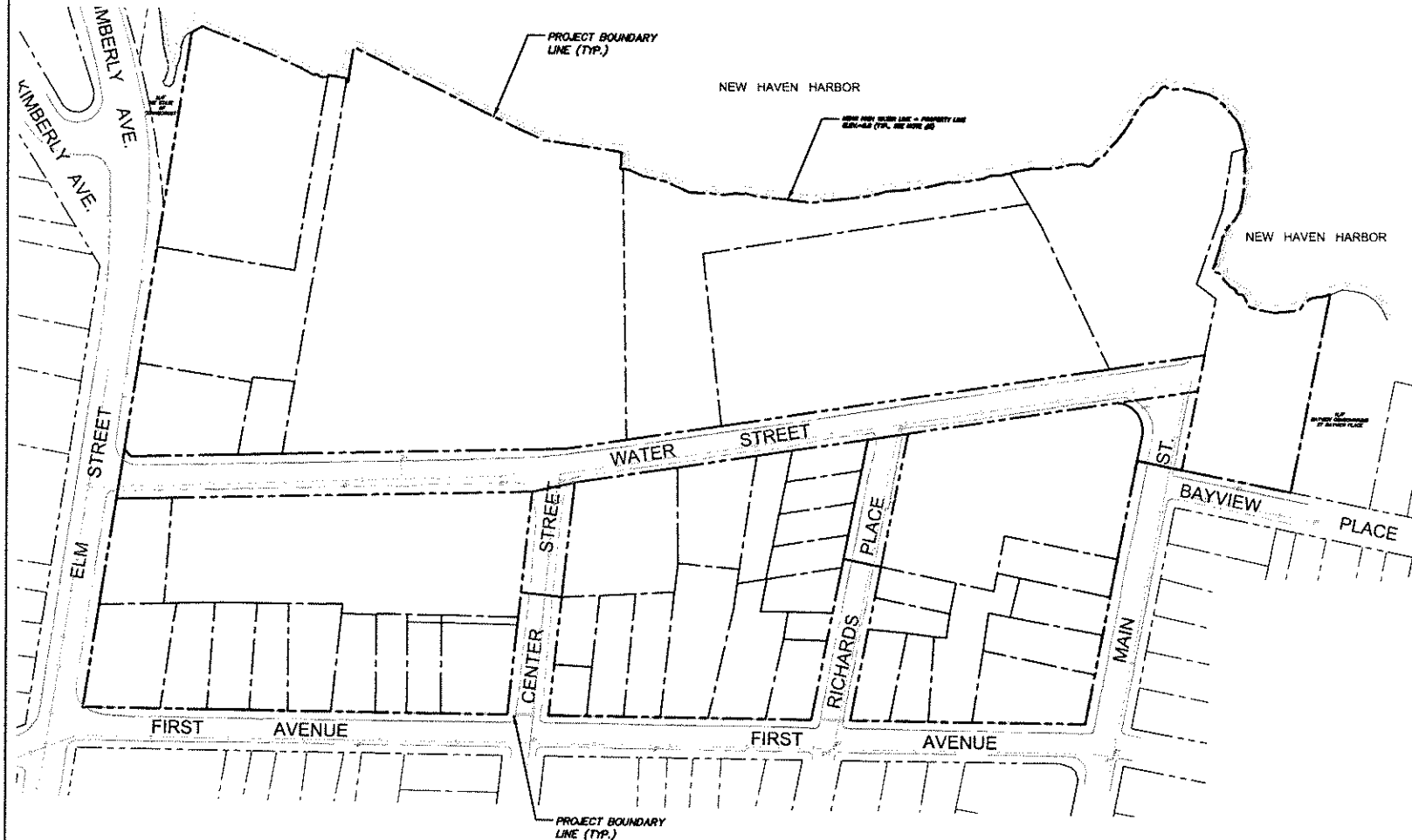
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LEGEND

PROJECT LINE
PROPERTY LINE
PROJECT BOUNDARY LINE



SCALE: 1"=40'



NO. DOCUMENTS		
COPYRIGHT 2014		
NO.	DATE	REVISIONS

DESIGNED BY: JAF
 DRAWN BY: JAF
 CHECKED BY: JAF
 APPROVED BY: JAF

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 Architects, Engineers, Surveyors
 Planners, Construction Managers
 Telephone (203) 379-0457
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**MUNICIPAL DEVELOPMENT PLAN
 PREPARED FOR
 THE HAVEN**

ELM ST., WATER ST., BAYVIEW PLACE, SHAW ST., FIRST AVE., CENTER ST. & RICHARDS PLACE
 WEST HAVEN, CONNECTICUT

JOB NO.: 50274.10
 CAD NO.:
 FILE NO.: A-

**EXISTING GAS SERVICE
 HAVEN SOUTH**

SCALE: 1" = 40' DRAWING NO.:
 DATE: MARCH 27, 2015 **7**

NOTES:

1. REFERENCE IS MADE TO A MAP ENTITLED: "THE HAVEN DEVELOPMENT COMPANY, LLC, OVERALL BOUNDARY PLAN, FIRST AVE, ELM STREET, WATER STREET, CENTER STREET, RICHARDS PLACE, MAIN STREET AND BAYVIEW PLACE, WEST HAVEN, CONNECTICUT BY ROBERTA GUNDELBERG SCHWARTZ, PLANNERS, SCALE 1"=40' DATED SEP. 2014 AND REVISED NOV. 26, 2014.

LEGEND

PROPERTY LINE
PROJECT BOUNDARY LINE



SCALE: 1"=40'

NO. DOCUMENTS

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NO. DATE REVISIONS

DESIGNED BY: **AD**
DRAWN BY: **AD**
CHECKED BY: **AD**
APPROVED BY:

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Meriden, CT 06451

Architects Engineers Surveyors
Planners Construction Managers
Telephone: (203) 379-0457
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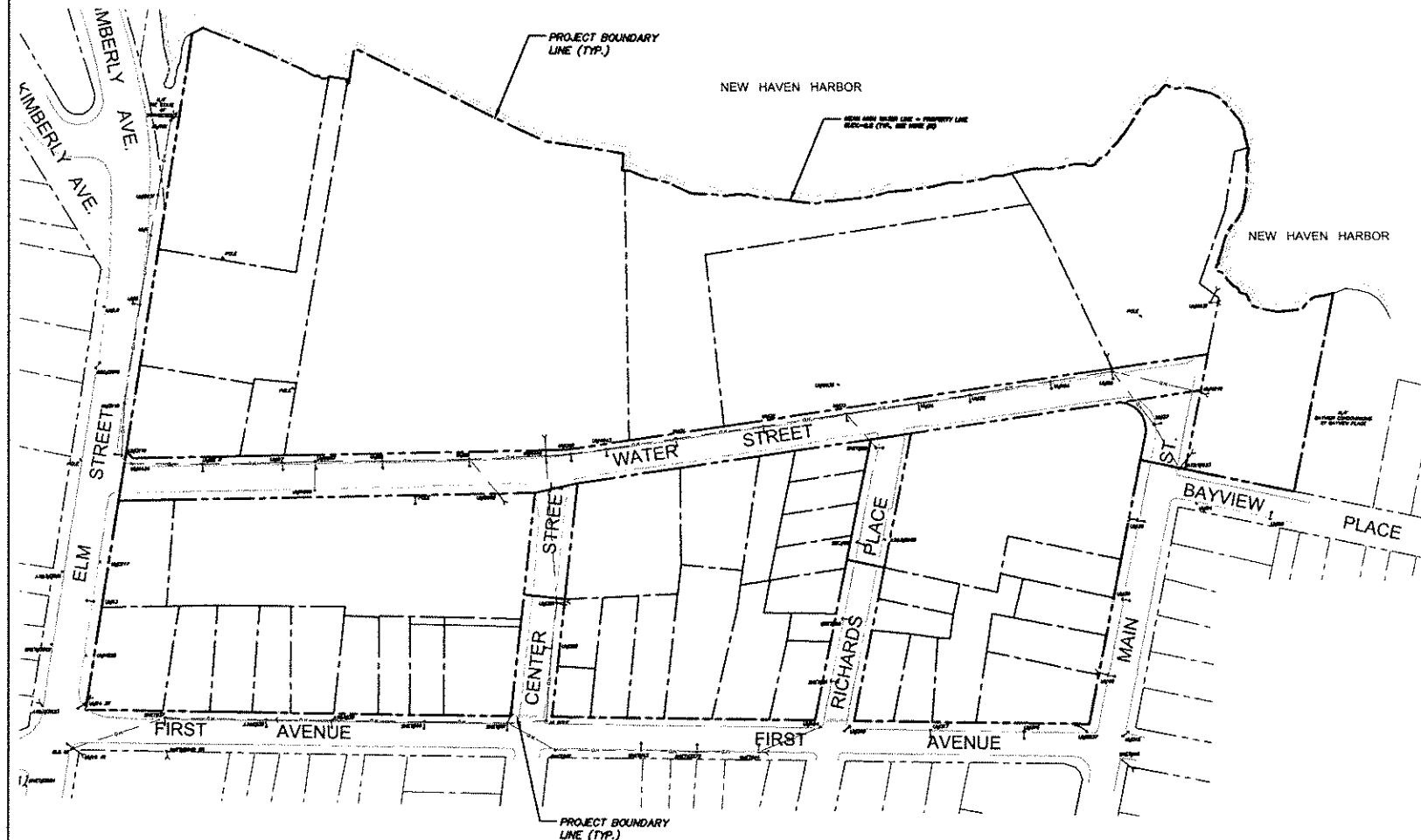
**MUNICIPAL
DEVELOPMENT PLAN
PREPARED FOR
THE HAVEN**

ELM ST., WATER ST., BAYVIEW
PLACE, MAIN ST., FIRST AVE.,
CENTER ST. & RICHARDS PLACE
WEST HAVEN, CONNECTICUT

JOB NO. 51674.01
CADD NO.
FILE NO. A-

**EXISTING ELECTRIC
& TELEPHONE SERVICE
HAVEN SOUTH**

SCALE: 1" = 40' DRAWING NO.:
DATE: MARCH 27, 2015 **8**



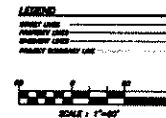
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C-400

C-400

NOTES:

1. REFERENCE IS MADE TO A MAP ENTITLED, "THE HAVEN DEVELOPMENT COMPANY, LLC, OVERALL BOUNDARY PLAN, FIRST AVE, ELM STREET, WATER STREET, CENTER STREET, BAYVIEW PLACE, MAIN STREET AND BAYVIEW PLACE, WEST HAVEN, CONNECTICUT" BY BENEDICT, ENGINEERS, SCIENTISTS, PLANNERS, SCALE 1"=40' DATED SEPT. 2014 AND REVISED NOV. 20, 2014.



PROPOSED LAND USE

	VACANT LAND
	BUSINESS / LIGHT MANUF.
	RESIDENTIAL
	COMMERCIAL
	CHURCH
	MIXED USE
	OPEN SPACE
	PUBLIC ROW
	WATERFRONT DISTRICT

BD DOCUMENTS

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DRAWN BY: *AS*

CHECKED BY: *AS*

APPROVED BY: *AS*

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89 Colony Street
Meriden, CT 06451

Architects, Engineers, Surveyors
Planners, Construction Managers

Telephone (203) 379-0467
Fax (203) 379-0278

MUNICIPAL DEVELOPMENT PLAN PREPARED FOR THE HAVEN

816 ST., WATER ST., BAYVIEW PLACE, MAIN ST., FIRST AVE., CENTER ST. & RICHARDS PLACE
WEST HAVEN, CONNECTICUT

JOB NO: 2014.10

CADD NO: A-

FILE NO: A-

PROPOSED LINE OF LAND HAVEN SOUTH

SCALE: 1" = 40' DRAWING NO:

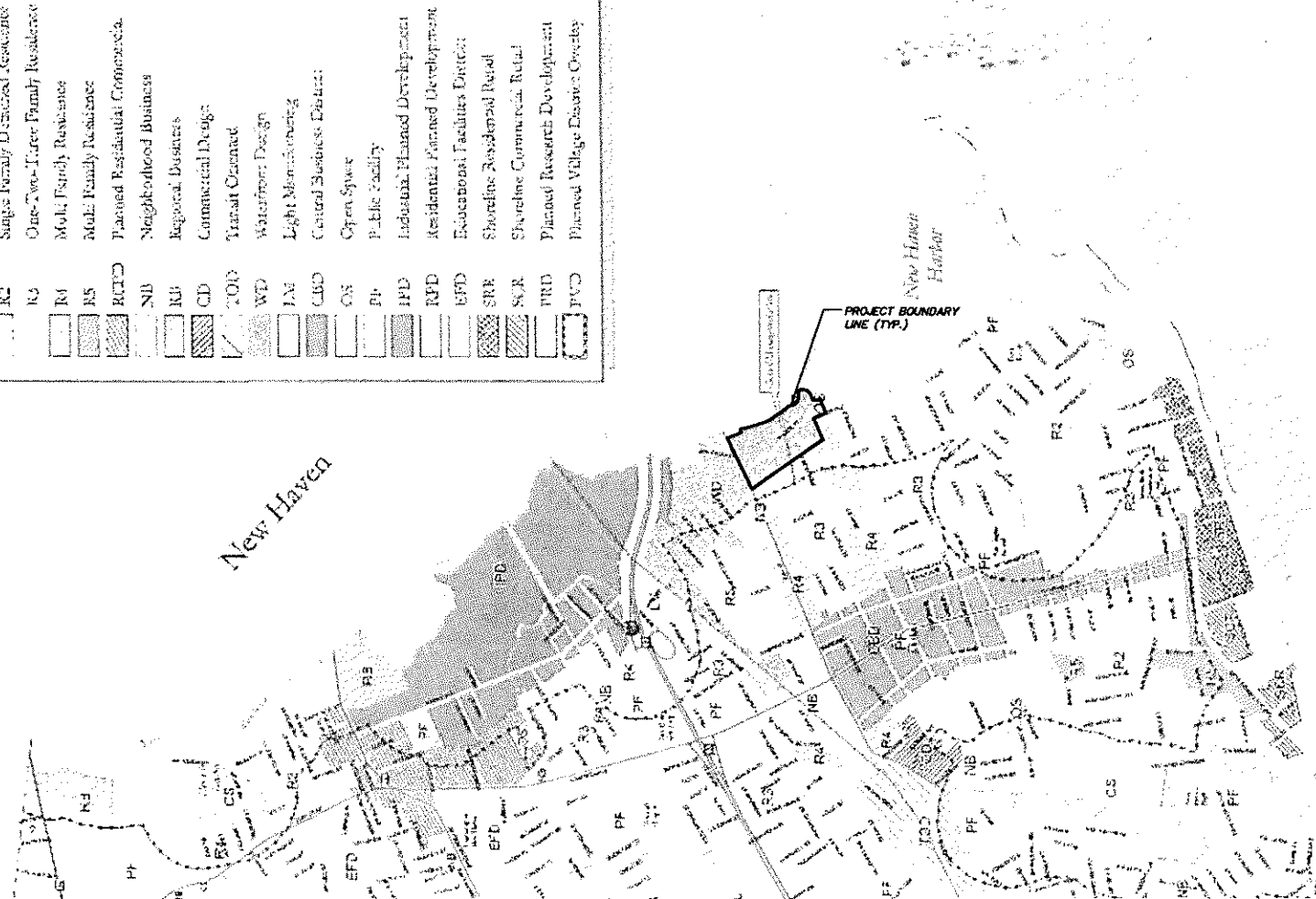
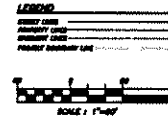
DATE: MARCH 27, 2015 **10**

NOTES

1. REFERENCE IS MADE TO A MAP ENTITLED: "THE HAVEN DEVELOPMENT COMPANY, LLC, INITIAL BOUNDARY PLAN, FIRST AVENUE STREET, WATER STREET, CENTER STREET, BAYVIEW PLACE, MAIN STREET AND BAYVIEW PLACE, WEST HAVEN, CONNECTICUT" BY DESIGN, ENGINEERS, SURVEYORS, PLANNERS, SCALE 1"=60' DATED SEPT. 2014 AND REVISED NOV. 24, 2014.

Zoning Classifications

RI	Single Family Detached Residence
R2	Single Family Detached Residence
R3	One-Two-Two-Two Family Residence
R4	Multi-Family Residence
R5	Multi-Family Residence
RTD	Planned Residential Commercial
NB	Neighborhood Business
RB	Regional Business
CD	Commercial Design
TOO	Transit Oriented
WD	Waterfront Design
LM	Light Manufacturing
COO	Central Business District
OS	Open Space
PI	Public Facility
IFD	Industrial Planned Development
RFD	Residential Planned Development
EPD	Educational Facilities District
SRE	Shoreline Residential Retail
SR	Shoreline Commercial Retail
PRD	Planned Research Development
PVD	Planned Village District Overlay



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DESIGNED BY: *MP*
 DRAWN BY: *MP*
 CHECKED BY: *MP*
 APPROVED BY:

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 Meriden, CT 06451

Architects Engineers Surveyors
 Planners Construction Managers
 Telephone (203) 375-0467
 Fax (203) 375-0278

**MUNICIPAL
 DEVELOPMENT PLAN
 PREPARED FOR
 THE HAVEN**

834 ST. WATER ST. BAYVIEW
 PLACE, MAIN ST, FIRST AVE,
 CENTER ST. & BAYVIEW PLACE

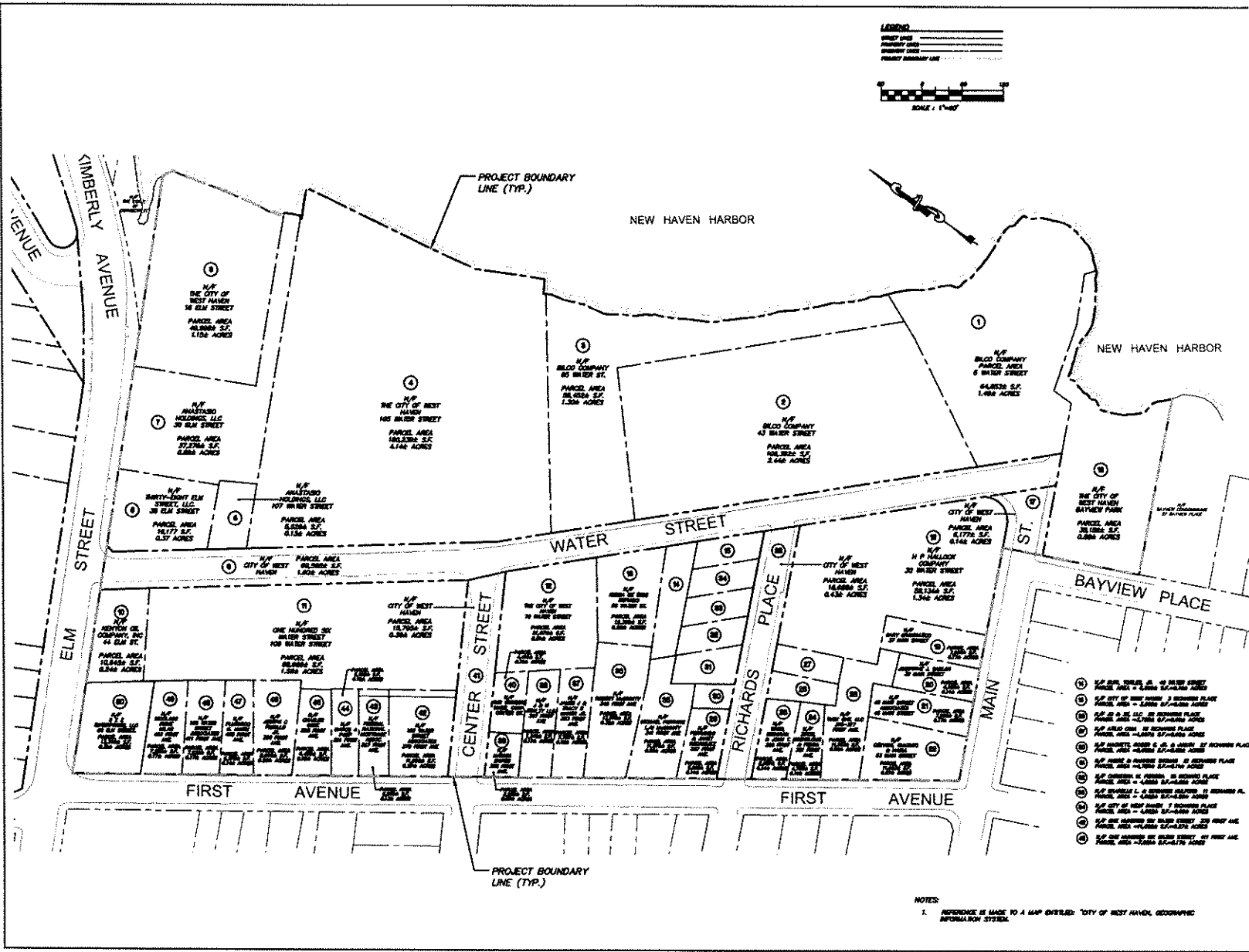
WEST HAVEN, CONNECTICUT

JOB NO: 5074.10
 CAD NO:
 FILE NO: A-

**EXISTING / PROPOSED
 ZONING
 HAVEN SOUTH**

SCALE 1" = 60' DRAWING NO:

DATE: MARCH 27, 2015 11



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NO.	DATE	REVISIONS

DESIGNED BY: *MF*
DRAWN BY: *MF*
CHECKED BY: *MF*
APPROVED BY: *MF*

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Meriden, CT 06451
Architects Engineers Surveyors
Planners Construction Managers
Telephone (203) 379-0467
Fax (203) 379-0276

**MUNICIPAL DEVELOPMENT PLAN
THE HAVEN**

ELM ST. WATER ST. BAYVIEW PLACE, LINDEN ST., FRONT AVE., CENTER ST. & RICHARDS PLACE
WEST HAVEN, CONNECTICUT

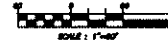
JOB NO.: 31674.10
CASE NO.:
FILE NO.: A-
ASSESSORS DATA
HAVEN SOUTH

SCALE: 1" = 80' DRAWING NO.:
DATE: MARCH 27, 2012 12

NOTES:
1. REFERENCE IS MADE TO A MAP ENTITLED "CITY OF WEST HAVEN, GEODESIC INFORMATION SYSTEM."

REFERENCE IS MADE TO A MAP ENTITLED: "THE HAVEN DEVELOPMENT COMPANY, LLC, OVERALL BOUNDARY PLAT, FIRST AVE, ELM STREET, WILDER STREET, CORNER STREET, RICHARDS PLACE, MAIN STREET AND BAYVIEW PLACE, BEST HAVEN, CONNECTICUT" BY HENRICH, ENGINEERS, ARCHITECTS, PLANNERS, SCALE 1"=80' DATED SEPT. 2014 AND REVISION NOV. 20, 2014.

SOLE : 1% = 0.01



NO.	DATE	REVISION

DESIGNED BY: M/F
DRAWN BY: M/F
CHECKED BY: PE
APPROVED BY:

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Meriden, CT 06451
Architects Engineers Surveyors
Planners Construction Managers
Telephone (203) 379-0467
Fax (203) 379-0278

**MUNICIPAL
DEVELOPMENT PLAN
PREPARED FOR
THE HAVEN**

ELM ST., WATER ST., BAYVIEW
PLACE, MAIN ST., FIRST AVE.
CENTER ST. & RICHMOND PLACE
WEST HAVEN, CONNECTICUT

JOB NO: 01674.10
CADD NO:
FILE NO: A-

**PROPERTY
ACQUISITION MAP
HAVEN SOUTH**

SCALE: 1" = 80' DRAWING NO:

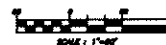
DATE: MARCH 27, 2015 13

NOTES

1. REFERENCE IS MADE TO A MAP ENTITLED: "THE HAVEN DEVELOPMENT COMPANY, LLC, OVERALL BOUNDARY PLAN, FIRST AVE, ELM STREET, WATER STREET, CENTER STREET, RICHARDS PLACE, MAIN STREET AND BAYVIEW PLACE, WEST HAVEN, CONNECTICUT BY BENEDICT ENGINEERS, SURVEYORS, PLANNERS, SCALE 1"=40' DATED SEP. 2014 AND REVISION NO. 03, 2014.

LEGEND

DISPOSITION PARCEL
PROJECT BOUNDARY LINE



SCALE: 1"=80'

REVISIONS

DATE: 2015

NO. DATE REVISIONS

DESIGNED BY: MF
DRAWN BY: MF
CHECKED BY: JB
APPROVED BY:

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DeCARLO & DOLL, INC.

89 Colony Street
Menden, CT 06451

Architect Engineers Surveyors
Planners Construction Managers
Telephone (203) 375-0487
Fax (203) 375-0278

**MUNICIPAL DEVELOPMENT PLAN
PREPARED FOR
THE HAVEN**

ELM ST., WATER ST., BAYVIEW
PLACE, MAIN ST., FIRST AVE.,
CENTER ST. & RICHARDS PLACE,
WEST HAVEN, CONNECTICUT

JOB NO.: 0624.10
SHEET NO.: 4-

**PROPERTY
DISPOSITION MAP
HAVEN SOUTH**

SCALE: 1"=80' DRAWING NO.:

DATE: MARCH 27, 2015

14

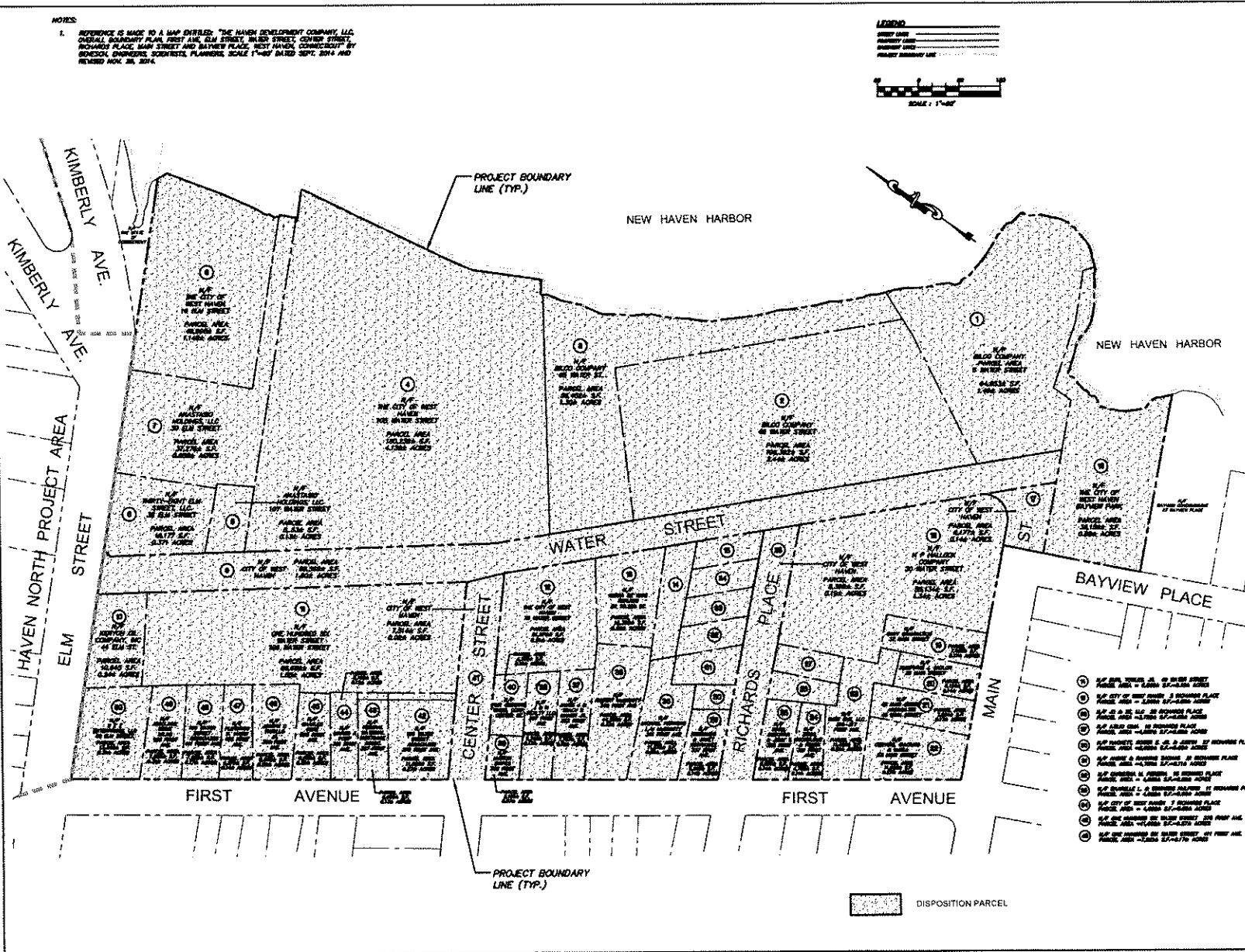


EXHIBIT C

**DEVELOPMENT AGREEMENT
BETWEEN
CITY OF WEST HAVEN
WEST HAVEN REDEVELOPMENT AGENCY
AND
THE HAVEN GROUP LLC**

DEVELOPMENT AGREEMENT

CITY OF WEST HAVEN

WEST HAVEN REDEVELOPMENT AGENCY

AND

THE HAVEN GROUP, LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made as of the ^{22nd} day of June, 2015 by and between the CITY OF WEST HAVEN, a Connecticut municipal corporation organized and existing under the laws of the State of Connecticut, the WEST HAVEN REDEVELOPMENT AGENCY, an authorized Development Agency of the City of West Haven, both with a mailing address of 355 Main Street, West Haven, Connecticut, 06516 (collectively the "City"), and THE HAVEN GROUP LLC, a Delaware limited liability company with an address at 47 Highland Park Village, Suite 200, Dallas, Texas 75205 (the "Developer") who, together with City, are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party", and is joined in by STEWART TITLE INSURANCE COMPANY (the "Title Company" or "Escrow Agent");

RECITALS

A. On March 4, 2015, The West Haven City Council approved by legislative vote the designation of the West Haven Redevelopment Agency as the Development Agency for the City of West Haven specifically for the proposed Municipal Development Plan entitled "The Haven South". The minutes memorializing this action are attached hereto as Exhibit A.

B. On June 10, 2015, it being in the vital and best interest of City and to promote the health, safety, and general welfare of City's citizens, City adopted a Municipal Development Plan, "The Haven South" dated May 2015 ("MDP") which enables it to acquire certain real property in West Haven, Connecticut and make other improvements. The MDP is attached hereto as Exhibit B.

C. On June 10, 2015, Developer was designated Exclusive Developer of the proposed real estate project known as The Haven South in West Haven, Connecticut ("The Haven South" or the "Project" or the "Project Area") by the West Haven City Council by the approved resolution dated June 10, 2015. The resolution is attached hereto as Exhibit C. The Haven South is located in the MDP area.

D. Developer is currently working to prepare and obtain all necessary approvals for The Haven South, including various federal, state, regional and local approvals. The site plan for The Haven South is attached hereto as Exhibit D (the "Site Plan").

E. The West Haven Planning & Zoning Commission met on May 18, 2015 and pursuant to C.G.S. §8-24 issued a report approving the sale of City Owned Real Properties, the abandonment of roads and the potential purchase and sale of other properties within the MDP area pursuant to this Agreement. The resolution is attached hereto as Exhibit E.

F. The West Haven City Council approved this Agreement and all terms and conditions set forth herein, including, without limitation, the sale, lease and transfer of City Owned Real Properties in accordance herewith. The resolution is attached hereto as Exhibit F.

G. The Haven South is anticipated to eventually comprise approximately 230,000 square feet of retail, entertainment, office and other commercial space, as well as other improvements.

H. Developer has entered into agreements with certain private parties to acquire land in the Project Area described in the Developer Real Properties Schedule attached hereto as **Schedule H** (the "Developer Real Properties"). Developer's efforts are ongoing and Schedule H will be supplemented when additional privately owned parcels are under contract.

I. City owns real properties in the Project Area and may acquire additional real properties in the Project Area.

J. Developer desires to purchase City Owned Real Properties and other real properties located in the Project Area. City believes the proposed redevelopment of the properties is in the best interest of City and its economy and therefore desires to sell City Owned Real Properties to Developer, subject to the terms and conditions set forth herein.

K. Developer has undertaken substantial efforts toward developing the Project, including research, data gathering, planning, preliminary engineering, retention of consultants, preliminary efforts associated with Project financing and attending numerous meetings to discuss the Project with its professional team and City.

L. A preliminary schedule for the development of the Project is attached hereto as **Schedule L**. Developer will provide a draft proposed final Schedule L within ninety (90) days of the Effective Date for the City's review and approval which will not be unreasonably withheld or delayed. The final approved Schedule L, as may be amended by written consent of both Parties, is referred to herein as the "Development Schedule."

M. Developer and City desire to memorialize their various agreements relating to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. **Definitions**. For purposes of this Agreement, the following terms shall, unless the context otherwise requires, have the respective meanings assigned to such terms in this Article 1 or the Recital, Article, or Section of this Agreement referred to below:

(a) "Acquisition Expenses" shall mean all expenses reasonably incurred by City in connection with acquiring a particular Required Project Property in compliance with Article 9 hereof, whether by deed or by the exercise of the power of eminent domain, and shall consist of the reasonable costs and fees for (a) environmental assessments, studies, reports and tests (to the extent requested by Developer or required by Applicable Law); (b) appraisals; (c) necessary surveys and title insurance commitments (not otherwise obtained by Developer); (d) in the event the acquisition is by eminent domain, court costs, marshal's fees and reasonable legal fees of outside counsel incurred in connection with any eminent domain proceedings, including appeals and settlement efforts; (e) normal and customary conveyance costs for transfer of the Required Project Property from City to the Developer; and (f) the Acquisition Price paid by City.

- (b) "Acquisition Price" shall have the meaning found in Section 9.04 of this Agreement.
- (c) "Additional Deposit" shall have the meaning found in Section 6.02(b) of this Agreement.
- (d) "Additional Property" shall have the meaning found in Section 11.01 of this Agreement.
- (e) "Additional Title Exceptions" shall have the meaning found in Section 7.03 of this Agreement.
- (f) "Additional Title Objection Notice" shall have the meaning found in Section 7.03 of this Agreement.
- (g) "Agreement" shall have the meaning found in the introductory paragraph of the Agreement.
- (h) "Applicable Law" shall mean any and all judicial decisions, orders, injunctions, writs, statutes, laws, rulings, rules, regulations, permits, licenses, certificates, or ordinances of any courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipal, city, or otherwise), whether now or hereafter in existence, which have jurisdiction over or affect City, the Development Agency, Developer, all or any portion of the Project and/or any real property located in the Project Area, including, but not limited to, any of the aforesaid dealing with the zoning, subdivision, hazardous substances, design, construction, ownership, use, handicapped accessibility or condition of the Project and including, without limitation, Environmental Law, any Special Design District Guidelines, or public funds agreements.
- (i) "Article 9 Expenses" shall have the meaning found in Section 9.08(a) of this Agreement.
- (j) "Article 10 Expenses" shall have the meaning found in Section 10.02 of this Agreement.
- (k) "Brownfield Grant" shall have the meaning found in Section 13.01 of this Agreement.
- (l) "Brownfield Remediation and Revitalization Program" or "BRRP" shall mean the liability relief program set forth in C.G.S. §§ 32-769, as amended.
- (m) "BRRP Documentation" and "BRRP Remediation" shall have the meaning found in Section 14.03 of this Agreement.
- (n) "BRRP Statute" shall mean C.G.S. §§ 32-769, as amended.
- (o) "Budget" shall mean the annual estimated fees, costs, expenses and other obligations which City may become obligated to Outside Professionals for under this Agreement.

(p) "Business Day" means any day other than a Saturday, Sunday, or legal holiday as recognized in the City of West Haven or the State of Connecticut, or any other day on which, in the State of Connecticut, the United States Post Office has no scheduled deliveries.

(q) "City" shall have the meaning found in the introductory paragraph of this Agreement.

(r) "City Acquired Property" shall have the meaning found in Section 9.01 of this Agreement.

(s) "City Default" shall have the meaning found in Section 28.03 of this Agreement.

(t) "City Encumbrances" shall mean any liens or encumbrances on any of the City Owned Real Properties or any portion thereof including, without limitation, all mortgages and deeds of trust, all materialmen's liens and mechanic's liens (other than those arising solely from the actions of Developer) and all other monetary liens.

(u) "City Indemnites" shall mean City, its boards, commissions, agencies, officers, officials, employees, agents and contractors collectively or individually.

(v) "City Owned Real Property" or "City Owned Real Properties" shall respectively have the meaning found in Section 5.02 of this Agreement.

(w) "City Owned Real Properties Map" shall have the meaning found in Section 5.02 of this Agreement.

(x) "Closing" shall mean the consummation of the purchase and sale from City to the Developer of the City Owned Real Properties, any City Acquired Property, if applicable, and any Additional Property, if applicable, pursuant to the terms of this Agreement.

(y) "Closing Date" shall mean the date that is sixty (60) Business Days from either the expiration of the Diligence Period or from the date of satisfaction of all conditions precedent to Developer's obligations as described in Section 24.02 hereto, whichever is later, or at such other time as is agreed to, in writing, by the Parties hereto. Provided however, the Closing Date shall not be greater than three (3) years from the Effective Date, subject to any delays caused by a Force Majeure Event.

(z) "Commence Construction" shall mean the contractor has commenced site work at the Project.

(aa) "Compost Site" shall have the meaning found in Section 5.11 of this Agreement.

(bb) "Connecticut Innovations" shall have the meaning found in C.G.S. §32-35 as may be amended.

(cc) "Construction Commencement Failure Date" shall mean: (i) three (3) years after the Effective Date, in the event Developer has failed to Commence Construction of the Private

Improvements by such date, subject, however to the provisions of Section 31.04 hereof and provided such failure by Developer is not a result of a City Default or Force Majeure Event.

(dd) "Conveyance Documents" shall mean the Deeds, all bills of sale and assignments, and such other documents and instruments as are necessary to transfer City Owned Real Properties, the Additional Property and, if applicable, City Acquired Property to Developer in accordance with this Agreement.

(ee) "Deed" or "Deeds" shall mean the usual statutory form Connecticut special warranty deeds of conveyance for City Owned Real Properties, Additional Property and, if applicable, City Acquired Property all as subject to the Permitted Exceptions in the form attached hereto as **Schedule 1.01(dd)**.

(ff) "DEEP" shall mean the Connecticut Department of Energy and Environmental Protection.

(gg) "DECD" shall mean the Connecticut Department of Economic and Community Development.

(hh) "Deposit" shall mean the Initial Deposit, the Additional Deposit (if applicable), and all interest thereon, all as set forth in Section 6.02 hereof.

(ii) "Developer" shall have the meaning found in the introductory paragraph to this Agreement.

(jj) "Developer Controlled Entity" shall have the meaning found in Section 26.01(c) of this Agreement.

(kk) "Developer Default" shall have the meaning found in Section 28.01 of this Agreement.

(ll) "Developer Improvements" shall mean the Private Improvements and the Developer Infrastructure collectively.

(mm) "Developer Infrastructure" shall have the meaning found in Section 18.02 of this Agreement.

(nn) "Development Agency" shall mean the West Haven Commission or Agency designated to undertake and oversee the City's responsibilities under the MDP.

(oo) "Development Schedule" shall have the meaning set forth in Recital L of this Agreement.

(pp) "Discontinued Roads" shall have the meaning found in Section 11.01 of this Agreement.

(qq) "Due Diligence Investigations" shall have the meaning found in Section 8.01(a) of this Agreement.

(rr) "Due Diligence Period" shall have the meaning set forth in Section 8.01(a) hereof.

(ss) "Effective Date" means the last date, after the approval of this Agreement by City Council, upon which both City and Developer have executed this Agreement.

(tt) "ELUR" means Environmental Land Use Restriction, as defined in C.G.S. §22a-133o as may be amended.

(uu) "Environmental Condition(s)" shall mean the condition of a property or any portion thereof caused by or attributable to the existence or presence at, on, in, under, above or near the property, or any building thereon, of any Hazardous Materials, or by reason of the actual or threatened release or discharge of any Hazardous Materials at, on, in, under, above, near or from the Property.

(vv) "Environmental Law(s)" shall mean any and all present or future federal, state and local laws, whether common laws, court or administrative decisions, judgments, orders and decrees, statutes, rules, regulations, ordinances, codes, permits, authorizations and applicable governmental policies and guidelines relating to the environment, the public health, occupational safety, industrial hygiene, solid waste, hazardous building materials, Hazardous Materials, hazardous substances (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the Environmental Conditions on, under or about any of the properties located in the Project Area, as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Superfund Amendments and Reauthorization Act of 1986 (Title III, 42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300(f) et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq. and 40 CFR §§ 116.1 et. seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. §§ 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et. seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 1101 et. seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), any analogous state laws, regulations, and guidance materials including Title 22a of the statutes, relating to or affecting any or all of the Properties, and any successor statutes and regulations to the foregoing.

(ww) "Environmental Reports" shall have the meaning found in Section 14.05 of this Agreement.

(xx) "EPA" shall mean the United States Environmental Protection Agency.

(yy) "Exclusive Developer" shall mean the exclusive developer of the Project as set forth in this Agreement: THE HAVEN GROUP LLC, a Delaware limited liability company.

(zz) "Fair Market Value" shall mean the fair market value of a Required Project Property to be acquired as determined in accordance with Section 9.04 of this Agreement. Fair Market Value shall always and primarily be determined in accordance with all Applicable Law.

(aaa) "Financing Commitments" shall have the meaning found in Section 24.01(e) of this Agreement.

(bbb) "Force Majeure Event" shall mean any actual delay in the performance of a Party's obligations hereunder, without its fault or negligence, to the extent due to strikes, lockouts, or other labor or industrial disturbance, civil disturbance, act of the public enemy, terrorism, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, casualty, extreme storm, hurricane, tornado, flood, washout, explosion, declaration of national emergency, unusually severe weather which affects the required performance hereunder, or any other cause whatsoever beyond the reasonable control of the Party responsible for performance, including, without limitation: (a) as to the performance of City's obligations, the occurrence or continuance of any material default hereunder by Developer, (b) as to the performance of any of the obligations of Developer, the occurrence or continuance of any material default hereunder by City, and (c) the failure of any construction manager, contractor, subcontractor or supplier to furnish services, materials or equipment in connection with the construction of any Improvement if such failure is caused by a Force Majeure Event, if and to the extent, and only so long as the Party claiming the delay is not able, after using commercially reasonable efforts, to obtain substitute services, materials or equipment of comparable quality and cost, provided, however, that for purposes of this definition, lack of funds shall not be deemed to be a cause beyond the control of a Party, except that (A) the inability of City to obtain disbursements of grant proceeds under any public funds agreement shall constitute a cause beyond the reasonable control of City unless such inability is (i) the result of City's failure to use commercially reasonable efforts to obtain the grant proceeds, or (ii) due to City's failure to satisfy all conditions for the receipt of the grant proceeds that are within City's reasonable control, if such failure is due to City's negligence or willful misconduct or due to any default by City under said public funds agreement which default does not arise out of any default by Developer in the performance of such Developer's obligations under this Agreement.

(ccc) "Governmental Approvals" means all federal, state, regional or local approvals, permits, licenses, certificates and entitlements necessary to construct, develop, operate and occupy the applicable Developer Improvements as contemplated by the plans and specifications therefor and this Agreement and all necessary for the acceptance and legal utilization of rights and privileges associated with the MDP.

(ddd) "Governmental Authority" shall mean any federal, state or local agency, commission, department, board or other governmental instrumentality (including municipalities, taxing, fire and water districts and other governmental units).

(eee) "Guaranty" shall have the meaning set forth in Section 20.05 of this Agreement.

(fff) "Hazardous Materials" shall mean (i) those elements, wastes, chemicals, materials, substances and compounds identified or regulated as hazardous or toxic pursuant to any and all Environmental Laws, (ii) any elements, chemicals wastes, materials, substances and

compounds now or hereafter defined as or included in the definitions of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic pollutants”, “toxic substances”, “pollutants” or “contaminants”, or words of similar import, under any Environmental Laws, (iii) any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs), substances containing PCBs, petroleum products, flammable explosives, radioactive materials, infectious substances, materials containing lead-based paint or raw materials which include hazardous constituents), exposure to which is prohibited, limited or regulated by any Governmental Authority or which are identified by or regulated by Environmental Laws.

(ggg) “Initial Deposit” shall have the meaning set forth in Section 6.02(a) of this Agreement.

(hhh) “Initial Title Commitment” shall have the meaning found in Section 7.02 of this Agreement.

(iii) “Inspection Requirements” shall have the meaning found in Section 8.01(a) of this Agreement.

(jjj) “Licensed Environmental Professional” or “LEP” A person licensed pursuant to C.G.S. §22a-133v in good standing on the rolls maintained by the DEEP.

(kkk) “MDP” or “Municipal Development Plan” shall mean the plan described and referenced in Articles 3 and 4 of this Agreement to be prepared pursuant to and in compliance with C.G.S. §8-186 through 8-200, as may be amended.

(lll) “Non-Refundable Portion” shall have the meaning found in Section 6.02 of this Agreement.

(mmm) “Outside Professional(s)” shall mean professional service providers that City has and may continue to utilize in connection with the Project including but not limited to planning, engineering, traffic, and legal service providers.

(nnn) “Parking Lease” shall have the meaning found in Section 5.11 of this Agreement.

(ooo) “Party” means individually (unless otherwise expressly provided herein) as the context requires: Developer or City and “Parties” means, collectively, Developer and City.

(ppp) “Permitted Exceptions” shall mean, subject to the terms and conditions set forth herein: (a) subject to the terms hereof, the applicable zoning, subdivision, building and other land use laws and regulations provided that the same are not in violation and allow for the Developer’s development of the Project; (b) the lien of real estate taxes and assessments, if any, not yet due and payable (subject to any adjustments as provided herein); (c) all easements, restrictions, encumbrances and other matters of record set forth in the Title Commitment (other than City Encumbrances) to which Developer has not timely provided a Title Objection Notice in accordance with Article 7 hereof, and which do not render any of the City Owned Real Properties unmarketable under the Connecticut Standards of Title or interfere with Developer’s intended use or development of the City Owned Real Properties; and (e) such state of facts as

would be disclosed by physical inspection or survey of the City Owned Real Properties subject to the Developer's approval.

(qqq) "Person" means any individual, general partnership, limited partnership, limited liability company, limited liability partnership, corporation, joint venture, trust, business trust, cooperative, association or other legal business entity or governmental authority.

(rrr) "Private Improvements" shall have the meaning set forth in Section 18.01(a) of this Agreement.

(sss) "Project" shall have the meaning set forth in Recital C of this Agreement.

(ttt) "Project Area" shall mean the entire land area described or shown on Exhibit B (as the same may be expanded or modified, from time to time in accordance with this Agreement).

(uuu) "Properties To Be Conveyed" shall mean collectively the City Owned Real Properties, the Additional Property and, if applicable, the City Acquired Property.

(vvv) "Purchase Price" shall have the meaning set forth in Section 5.03 of this Agreement.

(www) "RAP" shall mean Remedial Action Plan.

(xxx) "Relocation Costs" shall have the meaning set forth in Section 10.01 of this Agreement.

(yyy) "Remaining Road Property" shall have the meaning set forth in Section 11.01 of this Agreement.

(zzz) "Remedial Cost Estimate" shall mean any and all costs and expenses associated with or arising out of any and all environmental investigation and remediation of a Required Project Property required for compliance with Environmental Laws including but not limited to those expenses associated with compliance with the RSRs and TSCA.

(aaaa) "Remedial Standards Regulations" or "RSRs" shall mean the provisions of Sections 22a-133k-1 et. seq. of the Regulations of Connecticut State Agencies as they may be amended from time to time.

(bbbb) "Required Project Property" or "Required Project Properties" shall mean all real property, other than City Owned Real Properties, located within the Project Area that Developer may reasonably determine to be necessary to develop the Project. As of the Effective Date, the Required Project Properties are as listed on Schedule 9.01 attached hereto and made a part hereof, which the Parties hereto agree may be amended from time to time during the Due Diligence Period to include additional real property pursuant to this Agreement. Any such amendment must be in writing and consented to by both City and Developer.

(cccc) "Road Properties" shall have the meaning set forth in Section 11.02 of this Agreement.

(dddd) "Sales Tax Increment Financing" shall have the meaning found in C.G.S. §32-285 as may be amended.

(eeee) "Site Plan" shall mean the Site Plan as referenced in Recital D of this Agreement and as shown on Exhibit D.

(ffff) "Site Remediation Measures" shall mean any efforts as may be required with respect to a property to ensure that the Environmental Condition of the property is in compliance with Environmental Law, or as may otherwise be required pursuant to the Transfer Act, Voluntary Remediation Programs or BRRP Statute, if applicable, and may include, without limitation, investigation, site monitoring, containment, clean-up, transport, removal, disposal, restoration post-remediation and other remedial efforts and measures of any kind.

(gggg) "Substantial Completion" shall mean the stage in the progress of the Developer Improvements when all of the improvements (excluding landlord work and tenant improvements within any leased premises under any leases at the Project) are substantially complete in accordance with this Agreement for occupancy or public utilization for intended use. Substantial Completion will be achieved when the last of the following occurs:

(i) The Developer Improvements are finished so they can be used for their intended purposes.

(ii) The Developer Improvements comply with this Agreement and the MDP.

(iii) All permits and approvals needed to occupy or use the Developer Improvements for their intended purpose, excluding landlord work and tenant improvements within any leased premises under any leases at the Project (e.g., Certificate of Occupancy) have been issued and copies provided to City.

(hhhh) "Survey" or "Survey's" shall have the meaning found in Section 7.05.

(iiii) "Surviving Obligations" shall mean those matters which, by their terms, survive the termination of this Agreement.

(jjjj) "Tax Fixing Agreement" shall have the meaning found in Section 16.03.

(kkkk) "Transfer" means any voluntary or involuntary sale, disposition or other conveyance of all or any portion of the real property (including any improvement now or hereafter located thereon) constituting the Project, excluding any lease, mortgage, security agreement and assignment of leases.

(llll) "Transfer Act" shall mean the Connecticut Transfer Act as set forth in C.G.S. §§22a-134 et. seq., as amended.

(mmmm) "Title Commitment" shall have the meaning found in Section 7.03 of this Agreement.

(nnnn) "Title Cure Period" shall have the meaning found in Section 7.04 of this Agreement.

(oooo) "Title Objection" shall have the meaning found in Section 7.02 of this Agreement.

(pppp) "Title Objection Date" shall have the meaning found in Section 7.02 of this Agreement.

(qqqq) "Title Objection Notice" shall have the meaning found in Section 7.02 of this Agreement.

(rrrr) "Title Review Period" shall have the meaning found in Section 7.02 of this Agreement.

ARTICLE 2 DEVELOPMENT PLAN

Section 2.01. Exclusive Developer. The Haven Group LLC is hereby named as the Exclusive Developer of The Haven South, pursuant to the terms set forth in this Agreement and in accord with all local approvals and resolutions as they may be amended and the MDP.

Section 2.02. Development Plan. Developer, in consultation with City, shall prepare a Development Plan for the development and construction of the Project (the "Development Plan"). The Development Plan shall include, but not be limited to; the following elements:

(a) A conceptual site plan for the Project identifying the proposed locations of each type of land use; proposed locations of buildings, public and private streets, parking areas, public spaces and sidewalks; approximate locations of storm drainage improvements for the Project; and approximate locations of utilities servicing the Project.

(b) Architectural renderings of all improvements and design features.

(c) A list of all known governmental permits and approvals that will be required to complete the Project.

(d) A financing plan for the Project generally identifying proposed sources of funding for each component of the Project, approximate amounts of funding for each component of the Project and anticipated timing and sequencing of Project financing.

(e) A critical path chart or similar timeline outlining the anticipated sequence and phasing of development of the Project.

(f) A preliminary management plan for the Project setting forth the anticipated methods and responsibilities for maintaining the improvements contained in the Project following the completion of construction.

Section 2.03. Timing of Development Plan Completion. The Development Plan shall be completed in two phases. First, Developer, in consultation with City, shall prepare a preliminary draft of the Development Plan within ninety (90) days of the execution of this Agreement. Second, Developer, in consultation with City, shall prepare a final draft of the Development Plan. Given that implementation of the Development Plan will depend upon receipt of all Governmental Approvals, the final draft of the Development Plan shall be completed no later than ninety (90) days following receipt of all required Governmental Approvals. The preliminary and final drafts of the Development Plan shall be subject to approval by City, which approvals shall not be unreasonably withheld or delayed.

Section 2.04. Flexibility. The Parties acknowledge that the viability of the Project depends upon the Development Plan being flexible enough to adapt to changing circumstances, including changes in economic and real estate market conditions. Therefore, the Development Plan may be modified from time to time by Developer, such modifications to be subject to approval by City, such approvals not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Parties acknowledge and agree that the Development Plan must be consistent with the MDP which, once approved, can only be modified in accordance with the terms contained therein and all Applicable Law.

ARTICLE 3 THE MUNICIPAL DEVELOPMENT PLAN

Section 3.01. The MDP. The City and Developer acknowledge and agree that the Project must comply with all aspects of the MDP.

Section 3.02. Consent to Use MDP Reports. City and Developer mutually consent to each other's use of all final reports prepared in support of the MDP for all purposes consistent with the Project.

ARTICLE 4 CITY RETENTION OF OUTSIDE PROFESSIONALS

Section 4.01. Generally. The Parties agree and acknowledge that City has been and will continue to be required to utilize the service of Outside Professionals pursuant to its obligations under this Agreement and any other agreements directly related to and entered into as a result of this Agreement including but not limited to land disposition agreements such as Schedule 13.04 and the Tax Fixing Agreement contemplated in Section 16.03(e). City shall work closely with Developer to ensure that all efficiencies are realized and costs minimized to the extent reasonable and practicable.

Section 4.02. Budget for Expected Outside Services.

(a) Developer shall be fully and solely responsible for the payment of the Outside Professionals utilized by City pursuant to its obligations under this Agreement.

(b) On or before the Effective Date, City will provide Developer with an estimated Budget for expected Outside Services during the next three (3) months as may be required for the

City to meet its obligations under this Agreement and any other agreements directly related to and entered into as a result of this Agreement including but not limited to land disposition agreements such as Schedule 13.04 and the Tax Fixing Agreement contemplated in Section 16.03(e). City will provide Developer with an updated Budget every three (3) months thereafter. Developer may request further information or detail regarding any item in the Budget and City shall promptly respond to such request. Developer shall approve the Budget within ten (10) days of receipt or shall provide a detailed written statement of dispute. Developer shall not unreasonably withhold approval. Failure to respond by Developer shall be deemed an approval. If Developer disputes the Budget, the Parties shall work in good faith to resolve the difference. If the Parties are unable to resolve the difference the Budget will be considered rejected and Developer shall not be required to pay the Outside Professionals for future services disclosed in the Budget; provided, however Developer will remain obligated to pay the Outside Professionals for services relating to administrative proceedings, lawsuits or eminent domain appeals involving City Acquired Properties or Road Properties that the Developer previously requested the City to acquire or discontinue as applicable.

(c) If a change in circumstance occurs which could lead to a material (10% or more) deviation from the current Budget, City will provide Developer written notice of such, together with a revised budget within twenty (20) business days of becoming aware of such change. Developer shall have the opportunity to approve or reject the revised budget in accordance with the process set forth in Section 4.02(b).

(d) Unless otherwise expressly provided herein, to the extent City reasonably finds it appropriate and proper, the agreements or other arrangements made with such Outside Professionals will require Developer to be directly responsible for payment.

(e) To the extent such service providers must invoice and be paid directly by City, Developer shall promptly pay in advance the amount stated on the Budget into an escrow account for the purpose of ensuring reimbursement to City. The escrow account will be established using an agent mutually agreeable to both Parties and on terms agreeable to both Parties. The City will not commit to any obligations or incur any expenses associated with its obligations under this Agreement until proof of adequate funding to reimburse City has been established which is satisfactory to City in its reasonable judgment. City will be entitled to reimbursement from the escrow account within ten (10) business days of providing copies of invoices and statements to the escrow agent and Developer.

(f) Except as otherwise provided in Section 4.02(b), Developer will be entitled to a refund of any amounts held in escrow upon the termination of this Agreement and City's written determination that it has no further obligations or amounts owing to Outside Professionals which are to be satisfied by the escrowed funds pursuant to this Section 4.01.

Section 4.03. Intentionally Omitted.

Section 4.04. Reimbursement of Expenses To Date. Notwithstanding anything contained within this Agreement, the Parties acknowledge and agree that City has already incurred Project expenses totaling Three Hundred Fifty Thousand and 00/100 Dollars

(\$350,000.00.) City and Developer agree that Developer shall reimburse City such amount in accordance with the following schedule:

- (a) \$175,000 within two (2) weeks of the Effective Date.
- (b) \$87,500 within ninety (90) days of the Effective Date.
- (c) \$87,500 within one hundred and eighty (180) days of the Effective Date.

Section 4.05. Survival. The provisions of this Article 4 shall survive the Closing or earlier termination of this Agreement.

ARTICLE 5 TRANSFER OF REAL PROPERTY RELATED TO PROJECT

Section 5.01. Generally. Developer may acquire any real property that it deems necessary for the completion of the Project. City and Developer acknowledge that, before construction shall commence on any particular property, Developer shall have acquired fee simple interest to such real property (or such other legal interest that may be acceptable to the Developer). Nothing in this Agreement shall preclude City and Developer from agreeing to structure development of all or part of the Project through other means of control over real property including, but not limited to, one or more ground leases.

Section 5.02. City Owned Real Property. City Owned Real Properties located in the Project Area are more particularly described in Schedule 5.02 attached hereto and made a part hereof. Developer wishes to purchase City Owned Real Properties and City has determined that a sale to Developer is in the best interest of City. In addition to the definition of City Owned Real Properties set forth above and the descriptions attached hereto as Schedule 5.02., each of City Owned Real Properties (individually, a "City Owned Real Property") is further identified by a specific lot number corresponding to that certain map attached hereto as Exhibit D ("City Owned Real Properties Map"), as follows:

- (a) 16 Elm Street - Lot 38;
- (b) 105 Water Street - Lot 42;
- (c) 70 Water Street - Lot 213;
- (d) 3 Richards Place - Lot 210;
- (e) 7 Richards Place - Lot 209;
- (f) Bayview Park (located on Bayview Place) - Lot 216 ("Bayview Park").

Section 5.03. Purchase Price. In accordance with C.G.S. §8-193 the purchase price for City Owned Real Properties shall be the fair market value of each property (the "Purchase Price"), adjusted in accordance with Section 5.04 herein. The aggregate Purchase Price (subject to adjustment as provided for herein) shall be: (a) established no later than the end of the Due

Diligence Period; (b) confirmed by the Parties by execution of an Acknowledgement of Purchase Price in form substantially as attached hereto as Schedule 5.03; and (c) payable by Developer to City at the Closing by the wire transfer of immediately available funds.

Section 5.04. Adjustments. At the Closing, all real estate taxes and assessments, personal property taxes, sewer charges, water charges, private and municipal assessments, (if applicable) shall be prorated between the Parties as of the Closing Date in accordance with the then-prevailing practice in the City of West Haven. City represents and warrants that there are no special assessments pending against any of City Owned Real Properties.

Section 5.05. Leasing & Other Activities Prior to Closing. During the term of this Agreement, City shall not enter into (a) any lease or occupancy agreement on any City Owned Property, without Developer's prior written consent, or (b) any new service, management or leasing contracts for any of City Owned Real Properties or modification or renewal of any existing contracts on City Owned Real Properties, without the prior written consent of Developer. City shall cause, at its sole cost and expense, all leases and all service contracts to be terminated at or prior to Closing, unless otherwise agreed to in writing by Developer.

Section 5.06. Property Maintenance. City covenants and agrees with Developer that, between the Effective Date and the Closing Date: (a) City will cause City Owned Real Properties to be maintained and operated in compliance with Applicable Law and in the same manner City Owned Real Properties are presently operated and maintained including, without limitation, snow removal, the making all necessary repairs and maintenance of the grounds and (b) maintain insurance on City Owned Real Properties substantially as they are currently insured, subject to City's current deductible amounts under its existing insurance policies.

Section 5.07. Closing. The Closing shall take place at the offices of Pullman & Comley, 850 Main Street, 8th Floor, Bridgeport, Connecticut, or at such other location as may be mutually agreeable to the Parties, no later than the Closing Date, at which time, title to and exclusive possession of City Owned Real Properties, the Additional Property and, if applicable, City Acquired Property shall be conveyed and delivered by City to Developer in accordance with the terms and conditions of this Agreement including, without limitation, Section 7.01 hereof.

Section 5.08. 105 Water Street. Notwithstanding the above, the conveyance of the property located at 105 Water Street will occur on or before June 19, 2015 in accordance with the provisions of Section 13.04.

Section 5.09. 16 Elm Street. Notwithstanding the above, the conveyance of the property located at 16 Elm Street will occur in accordance with the provisions of Section 13.05. Developer acknowledges it has been provided with a copy of a Sign Location Lease by and between City and CBS Outdoor LLC providing for the installation and maintenance of an advertising sign upon the 16 Elm Street property.

Section 5.10. Bayview Park. Notwithstanding the above, the conveyance of the Bayview Park property will not occur until all relevant state and federal obligations are satisfied. If such obligations are satisfied prior to the Closing for the other City Owned Real Properties the Bayview Park property will be included at Closing. If such obligations are satisfied after the

Closing for the other City Owned Real Properties the closing for this property will occur within thirty (30) days of satisfaction. The City warrants that to the best of its knowledge and belief the only federal approval required is from the U.S. Department of Interior and that the City is actively pursuing said approval.

Section 5.11. Kimberly Avenue Rear. City owns that parcel of property also known as the "Compost Site" which is described in Schedule 5.11 to this Agreement. On or before Closing, Developer, upon written notice to City, has the option to enter into a lease (the "Parking Lease") with the City under which Developer may utilize up to seven (7) acres of the Compost Site together with all necessary on site ingress and egress thereto for parking use for a period of seventy-five (75) years with two (2) ten (10) year options to renew. The City and the Developer shall exert their good faith efforts to agree upon the terms and form of the Parking Lease prior to the expiration of the Due Diligence Period. The terms of the Parking Lease shall include:

- (a) Use of up to seven (7) acres of the Compost Site for employee parking only;
- (b) Fair rental value in accordance with all Applicable Law which shall be determined by taking the average of two appraisals of the area to be leased by Developer. Each of the Parties will obtain one appraisal from an independent licensed real estate appraiser who holds either an MAI or SRPA designation from the Appraisal Institute. The appraisals will contemplate use of the area to be leased as employee parking only and shall take into consideration topographic conditions found at the Compost Site and any title restrictions applicable. If the two appraisals differ by more than ten (10) percent in their determination of fair rental value, an independent licensed real estate appraiser who holds either an MAI or SRPA designation from the Appraisal Institute shall review the two appraisals and make a final determination of fair rental value. This third appraiser shall be selected by agreement by the two appraisers who performed the initial appraisals contemplated by this Section;
- (c) Fair rental value shall be adjusted upon the fifth anniversary of the lease and every five (5) years thereafter.
- (d) Developer shall provide City with proof of adequate and appropriate insurance which names City as an additional insured and shall be responsible any real property taxes assessed on the leased property.
- (e) Developer shall be responsible for acquiring all applicable Governmental Approvals or authorizations including zoning and State of Connecticut Department of Transportation approval, if required. Developer and City shall use good faith efforts to change the zoning regulations to permit the use contemplated, if necessary;
- (f) Provisions for the continued municipal use of the remaining portion of the Compost Site;
- (g) Provision for ingress and egress to the Compost Site to the extent the City is able to provide assistance therewith; and
- (h) The Parking Lease shall provide that the City shall remain liable, and indemnify the Developer, for any preexisting Environmental Condition which causes the Developer harm at

the area to be leased. The Parking Lease shall also provide that Developer shall indemnify the City for any Environmental Condition which arises in the area to be leased after the Parking Lease goes into effect. During the Due Diligence Period Developer shall cause an LEP to provide an environmental site assessment adequate to establish a baseline for the indemnifications just provided for. City shall approve the LEP selected to provide the environmental site assessment and shall be, simultaneously with Developer, provided draft copies of all materials developed by the LEP. The LEP shall provide City with a satisfactory instrument providing assurances that City can rely upon the environmental site assessment.

Section 5.12. City's Obligation to Transfer. City's obligation to transfer the Properties To Be Conveyed is conditioned upon and subject to the Developer's compliance with the terms and conditions of this Agreement.

Section 5.13. Party Consent. Notwithstanding any other provisions contained within this Agreement, the Parties may agree in writing to the transfer of any or all of the Properties to be Conveyed prior to the satisfaction of Section 5.12 herein. All such provisions will remain in full force and effect and must be timely satisfied post-closing.

ARTICLE 6 DEPOSIT; ESCROW ACCOUNT

Section 6.01. Escrow Agent. City and Developer hereby appoint Stewart Title Insurance Company as escrow agent with respect to the purchase and sale of City Owned Real Properties. Escrow Agent, by executing an escrow agreement substantially similar to the one attached to this Agreement as Schedule 6.01, accepts such appointment and confirms its agreement to hold and administer the Deposit pursuant to the terms and conditions of this Agreement. The Parties hereto agree to promptly cause the Escrow Agent to execute said Acceptance acknowledging receipt of the Initial Deposit and of a copy of this Agreement, and agreeing to hold the Deposit in escrow pursuant to the terms of this Agreement.

Section 6.02. Deposit.

(a) Within ten (10) days of the execution hereof, Developer shall deposit with Escrow Agent the amount of One Hundred Sixty-Four Thousand Seven Hundred Fifth and 00/100 Dollars (\$164,750.00), to be held in an interest bearing account ("Initial Deposit") pending the Closing or earlier termination of this Agreement. Of the Initial Deposit, Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be, except as otherwise set forth herein, a non-refundable payment by Developer to City in consideration for a right of access to City Owned Real Properties for Developer's due diligence ("Non-Refundable Portion"). Said right of access shall be limited to and in full conformance with the provisions for access found in Section 8.01 herein.

(b) Upon expiration of the Due Diligence Period and all extensions thereto, and absent termination of this Agreement prior to such expiration, Developer shall pay to the Escrow Agent an additional deposit in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) ("Additional Deposit" which, together with the Initial Deposit and all interest earned thereon, are hereinafter, collectively, the "Deposit").

(c) The Deposit shall be held, paid and applied by Escrow Agent as set forth in this Agreement.

(d) Notwithstanding anything herein to the contrary, the City and the Developer hereby agree that the Deposit less the Non-Refundable Portion shall be refunded to the Developer in the event that the any condition precedent to the Developer's obligation to close hereunder as set forth in Section 24.02 herein does not occur. City does not waive and retains all opportunities to cure otherwise provided for in this Agreement. Amounts escrowed pursuant to Articles 4, 9 and 11 are not considered part of the Deposit and this Section 6.02(d) does not impact any rights to these amounts or any rights of refund to these amounts held in the escrows provided for in Articles 4, 9 and 11 which will remain in escrow and be paid out pursuant to the terms of this Agreement and the respective escrow agreements.

Section 6.03. Application of Deposit. If the sale is consummated in accordance with the terms hereof, the Deposit shall be applied to the Purchase Price at Closing. In the event of the termination of this Agreement prior to Closing for reasons other than Developer's default: (a) the Deposit shall be returned to Developer (less, if applicable, the Non-Refundable Portion) if the termination by Developer is: (i) on or prior to the last day of the Due Diligence Period or (ii) as the result of any condition precedent to the Developer's obligations hereunder not being fulfilled and as a result the Developer elects to terminate this Agreement; (b) the entire Deposit (or portion thus far paid), including, without limitation, the Non-Refundable Portion shall be returned to Developer in full if the Agreement is terminated due to City's default and (c) the Deposit shall otherwise be paid to the party entitled thereto under the terms of this Agreement if termination is after the expiration of the Due Diligence Period (and City is not otherwise in default).

ARTICLE 7 TITLE COMMITMENT AND SURVEYS; TITLE OBJECTIONS

Section 7.01. Title. On the Closing Date, City shall convey to Developer good and marketable fee simple title to City Owned Real Properties free and clear of City Encumbrances and of other liens, easements, restrictions to title and other encumbrances other than the Permitted Exceptions as determined by Stewart Title Insurance Company. Also on the Closing Date, City shall convey to Developer good and marketable fee title to the (a) Additional Property, free and clear of all liens and encumbrances, all as having been duly discontinued or abandoned by City in accordance with Applicable Law and (b) if applicable, to City Acquired Real Property. Notwithstanding the foregoing, the transfer of the Bayview Park property will not occur until all outstanding obligations and duties to state and federal authorities are satisfied, upon which occurrence the closing for these properties will promptly occur using substantially the same terms and conditions as used for the conveyance of City Owned Real Properties. Conveyance of the properties located at 105 Water Street and 16 Elm Street will occur in accordance with this Section except as modified by the provisions of Article 13. The conveyance of the property located at 105 Water Street will occur in compliance with Schedule 13.04 to this Agreement.

Section 7.02. Title Objections. Within sixty (60) days from the Effective Date hereof ("Title Review Period"), Developer shall, at its sole cost and expense, obtain a title insurance

commitment for City Owned Real Properties ("Initial Title Commitment"), which Initial Title Commitment shall specify all easements, liens, encumbrances, restrictions, conditions or covenants with respect to City Owned Real Properties. Developer shall provide a copy of the Initial Title Commitment and any subsequent updates to the Initial Title commitment to City within seventy-two (72) hours of receipt. In the event any exceptions (other than the Permitted Exceptions) appear in the Initial Title Commitment that are unacceptable to Developer, Developer shall provide City with written notice of the objection(s) ("Title Objection"), accompanied by a copy of the applicable Initial Title Commitment ("Title Objection Notice"), on or before the last day of the Title Review Period ("Title Objection Date"). Developer shall be deemed to have accepted all exceptions to title shown on the Initial Title Commitment (other than City Encumbrances) not otherwise objected to, in writing, on or before the Title Objection Date. Similarly, Developer shall be deemed to have accepted all title matters shown on the Surveys not otherwise objected to, in writing, as to each Survey, within ninety (90) days of the Effective Date. All exceptions not timely objected to shall be included in the term "Permitted Exceptions". Notwithstanding anything herein to the contrary, City shall be obligated to discharge and remove all City Encumbrances.

Section 7.03. Subsequent Title Objections. If, at any time subsequent to the date of the Initial Title Commitment, Developer obtains an updated title commitment or otherwise receives notice of any other exceptions that appear on the land records after the date and time of the Initial Title Commitment ("Additional Title Exceptions") and within thirty (30) days from receipt thereof Developer provides City with written notice of obtaining such Additional Title Exceptions (the "Additional Title Objection Notice") the same shall be deemed to be a Title Objection. If Developer fails to provide City with such timely notice, Developer shall be deemed to have accepted the Additional Title Exceptions and such exceptions shall be included in the term "Permitted Exceptions". City covenants and agrees that after the Effective Date neither City nor any of its agents or representatives shall permit or take any action (or inaction) that would cause any lien, restriction, easement or other encumbrance to be placed on any or all of City Owned Real Properties. The Initial Title Commitment together with the Additional Title Exceptions and any title commitment updates existing as of the Closing Date are hereinafter collectively the ("Title Commitment").

Section 7.04. Title Cure. City is obligated to remove all liens that secure the payment of money or that can be removed by substitution of a bond, other than a lien for current installments of real estate taxes, and sewer and water payments (if applicable) for which an adjustment is to be made hereunder, at or prior to the Closing. In addition, within thirty (30) days of Developer's Title Objection Notice or Additional Title Objection Notice, as applicable ("Title Cure Period"), City shall remedy the objections set forth therein and provide Developer with acceptable proof thereof. If City, acting diligently, is unable to cure such objections within the thirty (30) day period, it shall be entitled, upon written notice to Developer, to an extension of up to an additional ninety (90) days within which to do so. If City is still unable to cure any such Title Objection, it shall notify Developer in writing by the end of the Title Cure Period (or extension thereof) whereupon either: (a) upon the agreement of both City and Developer, the Property subject to the uncured Title Objection shall be excluded from City Owned Real Properties to be acquired by Developer and the Purchase Price shall be reduced by the individual purchase price for the excluded Property; or (b) Developer shall have the right to either (i) terminate this Agreement by written notice to City (and Escrow Agent), whereupon as the Deposit paid

(including, without limitation, the Non-Refundable Portion) shall be returned to Developer; or (ii) continue with the purchase of all City Owned Real Properties (with the Title Objection remaining uncured), in accordance with the terms of this Agreement and without a reduction in Purchase Price.

Section 7.05. Surveys. During the Due Diligence Period, Developer shall, at its sole option and expense, obtain a currently dated property survey or surveys for City Owned Real Properties, prepared by licensed professional engineers or surveyors reasonably acceptable to City and setting forth the metes and bounds for City Owned Real Properties (collectively, if more than one, the "Surveys" and individually, a "Survey"), and shall deliver a copy of each Survey to City within seventy-two (72) hours of receipt. In the event that the Surveys show any easement, right-of-way, encroachment, conflict, protrusion or other matters affecting City Owned Real Properties (other than the Permitted Exceptions) that are commercially unacceptable to Developer, Developer shall notify City in writing of such fact no later than ten (10) days from Developer's receipt of the Survey, whereupon such notice shall constitute a Title Objection Notice and such matter shall constitute a Title Objection.

ARTICLE 8 DEVELOPER'S RIGHT OF INSPECTION; DUE DILIGENCE PERIOD

Section 8.01. Developer's Inspections and Right of Access; Right to Terminate.

(a) Developer shall have one hundred and eighty (180) days after the Effective Date ("Due Diligence Period"), to conduct such inspections and appraisals, and to diligently pursue the performance of such studies, investigations, evaluations, analyses and inquiries of City Owned Real Properties as Developer, at its sole cost and expense, may desire including, without limitation, environmental analysis (including any site inspections and soil studies), engineering and feasibility studies and the review of all books and records pertaining to City Owned Real Properties ("Due Diligence Investigations"). During the Due Diligence Period, Developer and its authorized agents shall have the right to enter upon City Owned Real Properties during normal business hours upon forty-eight (48) hours' notice to City to make its Due Diligence Investigations. All examinations, inspections, testing and related activities shall be conducted by Developer or its agents in a good and workmanlike manner in compliance with all Applicable Law. City shall have the right, in its discretion, to accompany Developer and/or its agents during any inspection. Developer agrees that, in conducting its Due Diligence Investigations, it shall comply with the following (collectively, the "Inspection Requirements") (i) not unreasonably or significantly interfere with the operation or maintenance of City Owned Real Properties; (ii) promptly pay when due the cost of all tests, investigations and examinations for which Developer is responsible and not permit any liens to attach to City Owned Real Properties (or any portion thereof) for failure thereof; (iii) arrange for all disposal of all waste collected as part of its Due Diligence Investigations according to Applicable Law; (iv) upon completion, restore City Owned Real Properties to substantially the condition in which the same was found before any such tests were undertaken, subject to any remaining monitoring wells; and (v) prior to entering onto or its agents to enter onto any of City Owned Real Properties, deliver to City a certificate of insurance in compliance with **Schedule 8.01(a)**. Developer agrees to indemnify, defend and hold City harmless from and against any and all actions, causes of action, claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses

(including, but not limited to, reasonable attorneys' fees) incurred arising solely out of actions or omissions of Developer or its agents, employees, contractors or representatives taken in, on or about City Owned Real Properties in the exercise of the inspection right granted pursuant to this Section 8.01(a).

(b) In the event that the results of the Due Diligence Investigation is not satisfactory to the Developer, in the Developer's sole discretion, Developer shall notify City in writing, accompanied by a copy of the inspection report upon which the Developer is relying, no later than the last day of the Due Diligence Period. If Developer timely delivers such notice, then this Agreement shall terminate, the Initial Deposit (less the Non-Refundable Portion) shall be promptly returned to Developer, the Non-Refundable Portion shall be paid to City, and both Parties shall be relieved from any further liability hereunder, except for any Surviving Obligations. Developer shall deliver mechanic's lien waivers from all persons or entities engaged by the Developer or its agents, contractors or subcontractors with respect to the Due Diligence Investigation of the City Owned Real Properties and who from all persons or entities supplied work, material or labor or any kind, type or nature to any of City Owned Real Properties within ninety (90) days of termination prior to City agreeing to the release of the deposit. If Developer does not notify City, in writing, on or prior to the last day of the Due Diligence Period of its intention to terminate the Agreement as set forth herein, City and Developer shall proceed to Closing in accordance with this Agreement (subject to other terms and conditions hereof) as if such right to terminate under this Section 8.01(c) did not exist.

Section 8.02. Delivery of Documents. If it has not already done so then, within ten (10) days from the Effective Date, City shall provide Developer with copies of all environmental site assessments relating to City Owned Real Properties and shall further make available for review and copying by Developer, upon seventy-two (72) hours' prior written notice, all such other documents relating to City Owned Real Properties that are in City's possession or control including, but not limited to: site plans, other environmental inspection reports and studies, remediation documentation (if any), plans, permits, books, records, drawings, surveys, engineer reports and appraisals as well as all filings, notices, and written communications to and from any state or federal governmental agencies regarding the environmental or physical condition of any of City Owned Real Properties except to the extent any such documents are privileged or otherwise not subject to disclosure.

Section 8.03. Independent Examination. Developer acknowledges and agrees that Developer is experienced in the ownership and operation of properties similar to the City Owned Real Properties and that Developer prior to the Closing Date will have inspected the City Owned Real Properties and improvements to its satisfaction and is qualified to make such inspection. Developer acknowledges that Developer has (or Developer's representatives have) or, prior to the Closing Date will have, thoroughly inspected and examined the City Owned Real Properties and improvements to the extent deemed necessary by Developer in order to enable Developer to evaluate the condition of the City Owned Real Properties and improvements and all other aspects of such City Owned Real Properties and improvements (including, but not limited to, the Environmental Condition of City Owned Real Properties and improvements), and Developer acknowledges that, except for the representations set forth herein, Developer is relying solely upon its own (or its representatives') inspection, examination and evaluation of City Owned Real Properties and improvements. Subject to the terms and conditions of this Agreement, as a

material part of the consideration for this agreement and the purchase, Developer hereby agrees to accept City Owned Real Properties and improvements on the Closing Date in "as-is, where is" condition, with all faults, and without representations of any kind, express or implied, or arising by operation of law, excepting only the representations expressly set forth in this agreement. Except as otherwise set forth herein, Developer acknowledges that any condition of City Owned Real Properties and improvements which Developer discovers or desires to correct or improve prior to or after the Closing Date shall be at Developer's sole expense. Except as otherwise set forth herein, Developer expressly waives (to the extent allowed by Applicable Law) any claims under federal, state or other law (including, but not limited to common law, whether sounding in contract or tort, and any and all Environmental Laws) that Developer might otherwise have against City relating to the use, characteristics or condition of City Owned Real Properties and improvements. The provisions of this Section 8.03 shall survive the Closing or earlier termination of this Agreement.

Section 8.04. Confidential Information. Developer agrees to use the information and materials provided to it pursuant to this Article 8 only for purposes of evaluating City Owned Real Properties in connection with Developer's purchase thereof in accordance with the terms of this Agreement and shall not disclose any non-public information to third parties (other than its consultants, attorneys, investors, lenders and affiliates) without the prior written consent of City, unless otherwise required by law or any governmental authority or court of competent jurisdiction. If this Agreement is terminated before the Closing, Developer shall promptly return all paper and electronic materials provided by City to Developer and shall not retain any copies thereof. The provisions of this Section 8.04 shall survive the Closing or earlier termination of this Agreement.

Section 8.05. Reporting to Governmental Authorities. If the Due Diligence Inspections reveal data which, in the opinion of Developer or Developer's LEP, could trigger a report pursuant to C.G.S. §22a-6u or which is otherwise required to be disclosed to the DEEP or to a court or other governmental authority, Developer or Developer's LEP shall comply with C.G.S. §22a-6u and/or provide such information (as applicable), but shall provide prior notice thereof to City. The provisions of this Section 8.05 shall survive the Closing or earlier termination of this Agreement.

ARTICLE 9 ACQUISITION BY CITY OF ADDITIONAL PROPERTIES

Section 9.01. Developer's Covenant Regarding Required Project Property. Developer will make commercially reasonable efforts to acquire privately all or as many as may be reasonably practicable of the properties necessary for completion of the Project (the "Required Project Properties") which are identified on Schedule 9.01 attached hereto which may be amended from time to time. If, in Developer's reasonable opinion, Developer's efforts at private acquisition of a particular Required Project Property are not likely to be successful and it thus terminates its acquisition efforts with respect thereto, Developer may notify City in writing of such termination and City shall assist in the acquisition of such property (the "City Acquired Property") in accordance with this Article 9.

Section 9.02. Procedures for Acquiring Property. Upon Developer's written request, which request shall include documentation satisfactory to City demonstrating the efforts undertaken by Developer to privately acquire the subject property(ies), with respect to a particular City Acquired Property, City shall, within sixty (60) days of receipt of such notice, seek City Council approval and any such other necessary approvals to acquire the particular City Acquired Property through the exercise of the power of eminent domain available to it in accordance with Applicable Law, this Agreement and the MDP. Within sixty (60) days of receipt of said approvals, City will exercise all rights available to it under Applicable Law to enter upon a City Acquired Property in order to perform sufficient testing and inspections to ascertain the condition of that City Acquired Property and any buildings located thereon, including the preparation of surveys and the determination of whether any Environmental Condition requiring further investigation or remediation exists with respect thereto and, if so, to cause the preparation of a Remedial Cost Estimate for said City Acquired Property, all at Developer's sole cost and expense. City will make reasonable efforts, including without limitation, the making of applications to the Superior Court to obtain access to that City Acquired Property for the making of all such inspections and preparation of such Remedial Cost Estimates and agrees that neither a Statement of Compensation shall be filed nor a Certificate of Taking (pursuant to C.G.S. §8-129) recorded for any City Acquired Property without the prior written consent of Developer and unless a Remedial Cost Estimate (to the extent necessary) has been prepared. If, in the opinion of City's Corporation Counsel, the right to enter upon a City Acquired Property and to perform such inspection and testing (as set forth above) is delegable to Developer, City, by a separate license agreement (in form and substance reasonably satisfactory to City and Developer), will grant to Developer and Developer's agents, a license to enter upon all portions of the City Acquired Property, subject to the rights of occupants thereof, for the purpose of performing all appropriate tests and inspections, including environmental evaluation and feasibility studies by Developer's LEP. If City's Corporation Counsel reasonably determines such right is not delegable, City will retain an LEP, reasonably acceptable to Developer to perform, at Developer's sole cost and expense, all such testing and inspection. Whether retained by Developer or City, the LEP shall issue a report with respect to each City Acquired Property, addressed to City and Developer, setting forth its Remedial Cost Estimate. Prior to entering upon any City Acquired Property pursuant to the license granted by City herein, Developer shall provide City and, if required by law, the owner of such City Acquired Property, with evidence of insurance in form and manner as required and appropriate naming City and, if required, the property owner, as additional insureds thereon.

Section 9.03. Costs and Escrow. An estimate of all reasonable costs that may be incurred in acquiring City Acquired Property through eminent domain, including the Acquisition Price and all such reasonable costs associated with compensation, testing, surveying, environmental studies, title searches, appraisals, initial and appellate legal fees, court costs and associated fees, and including fees for experts such as appraisers or environmental professionals including any costs that may be awarded to a prevailing party in litigation shall be paid by Developer in advance into an escrow account and reimbursed to City upon written demand. The escrow account will be established using an agent mutually agreeable to both Parties and on terms agreeable to both. City will not be obligated to incur any obligations or incur any expenses associated with this Article 9 until proof of adequate funding to reimburse City has been provided which is satisfactory to City in its sole judgment.

Section 9.04. Valuation. City shall retain two (2) independent licensed real estate appraisers who hold either an MAI or SRPA designation from the Appraisal Institute as required by and in accordance with Applicable Law, including but not limited to C.G.S. §§8-128 through 8-133, and as are reasonably acceptable to Developer, to prepare appraisals of any City Acquired Property that City has been requested to acquire on behalf of Developer and ascertain its Fair Market Value in accordance with Applicable Law. Upon completion of the appraisals, City shall establish the amount of compensation to be paid to the property owner for City Acquired Property ("Acquisition Price"). In no event shall the Acquisition Price with respect to a City Acquired Property be:

(a) Less than the amount required by any Applicable Law, including but not limited to the provisions of C.G.S. §8-129 which requires the amount of compensation for such real property to be equal to the average of the amounts determined by two (2) independent appraisals, except that the compensation for any real property to be acquired by eminent domain pursuant to C.G.S. §8-193 shall be one hundred twenty-five percent (125%) of such average amount; or

(b) Greater than the amount determined in accordance with Section 9.04(a) unless determined by judicial order or in settlement or as otherwise determined by a court of competent jurisdiction. The Parties may, in writing, agree to a greater amount.

Notwithstanding anything contained herein to the contrary, Developer shall also place in escrow an amount equal to one hundred twenty-five percent (125%) of an appraisal provided by a property owner who is contesting or otherwise appealing a proceeding to acquire a City Acquired Property. Developer shall place this amount in escrow within ten (10) days of being provided a copy of the appraisal by City.

Section 9.05. Acquisition.

(a) City agrees, as and when requested by Developer or as provided in this Agreement, to use the powers of eminent domain granted to it by the statutes and by separate authorization of City Council after obtaining any other necessary approvals to acquire a City Acquired Property which has not been acquired by negotiated purchase, and to use commercially reasonable efforts to complete all such proceedings expeditiously. The acquisition by City of a City Acquired Property shall be completed within such time frames as are consistent with the provisions and the intent of this Agreement, but in any event within the time periods, and subject to the terms and conditions, set forth in (i) any and all resolutions of City Council authorizing acquisition by eminent domain, and (ii) any applicable statutes and Applicable Law. City shall acquire City Acquired Property in the name of City solely, as provided in C.G.S. §8-138.

(b) City shall first attempt to acquire City Acquired Property by a negotiated purchase at the Acquisition Price set forth in Section 9.04 above, but shall not offer to pay an amount in excess of such Acquisition Price without the prior written consent of Developer. Each contract City proposes to enter into for the private purchase by City of any Required Project Property shall be subject to the reasonable approval of Developer. Further, at the request of Developer, and to the extent not prohibited by Applicable Law, City shall assign its rights under any such contract to Developer. If, after attempting for a reasonable period of time, City is unsuccessful in acquiring City Acquired Property privately, City shall immediately proceed to acquire such

parcel through the exercise of the power of eminent domain in the manner provided in the statutes.

Section 9.06. Conveyance of City Acquired Property to Developer. Subject to the terms and conditions of this Agreement, each such City Acquired Property shall be conveyed by City to Developer for a purchase price equal to the Acquisition Expenses actually incurred by City in connection with City acquiring the property, less the amount, if any, by which City has already been reimbursed by Developer for such Acquisition Expenses. Except as is otherwise provided in this Article 9, any such conveyance shall be made using substantially the same terms and conditions as used for the conveyance of City Owned Real Properties as set forth in this Agreement.

Section 9.07. Compliance with C.G.S. 8-193. The Parties acknowledge the provisions of C.G.S. §8-193(c) as may be amended. In the event this Agreement is terminated for any reason prior to City transferring a City Acquired Property to Developer but after acquisition of such City Acquired Property by City pursuant to this Article 9, such property will be offered to the person from whom the City Acquired Property was acquired, or heirs of the person designated as described in C.G.S. §8-193, if any, for a price not to exceed the lesser of (i) the amount paid to acquire the property, or (ii) the Fair Market Value of the property at the time of any sale under this subsection. Any amounts received by City in connection with such acquisition by the condemnee shall be deducted from the Acquisition Expenses for such property and the balance shall be paid by Developer in accordance with the terms of this Article 9. If, after all Applicable Laws and provisions of C.G.S. §8-193 have been complied with, the condemnee does not elect to utilize its statutory right to repurchase such City Acquired Property, it will be conveyed to the Developer. The provisions of this Section 9.07 shall survive the Closing or earlier termination of this Agreement.

Section 9.08. Special Indemnification and Hold Harmless.

(a) City shall have no liability for and Developer shall indemnify and defend and hold harmless City Indemnitees from and against any and all liability, loss, cost and expenses, penalties, damages including reasonable attorneys' fees and costs and consultant costs, ("Article 9 Expenses") arising from or brought in connection with any action brought in connection with any or all activities arising from or otherwise contemplated and authorized by this Section 9, the exercise of eminent domain, the ownership or subsequent transfer to Developer of real properties pursuant to this Agreement, including but not limited to costs of compliance with Applicable Laws and all initial and appellate court fees including but not limited to reasonable attorney's fees.

(b) Developer hereby releases City Indemnitees from any and all claims and Article 9 Expenses incurred by it in connection with any claims and Article 9 Expenses related to the exercise of eminent domain and subsequent transfer to Developer of real properties pursuant to this Agreement.

Section 9.09. Survival. The provisions of this Article 9 shall survive the Closing or earlier termination of this Agreement.

ARTICLE 10 RELOCATION

Section 10.01. Relocation and Relocation Costs. Relocation costs for which owners or tenants within the MDP area are eligible under applicable state and federal uniform relocation acts (collectively, the "Relocation Costs") solely due to the City's potential or actual exercise of its eminent domain powers, shall be the sole responsibility of the Developer, and agreed to on a case-by-case basis, with the advice of the relocation consultant and legal counsel representing City, in accordance with all Applicable Law. The Parties shall establish a proposed schedule for completion of all relocation activities, and the completion of such schedule and the implementation thereof shall be in accordance with the Development Schedule.

Section 10.02. Special Indemnification and Hold Harmless.

(a) City shall have no liability for and Developer shall indemnify and defend and hold harmless City Indemnitees from and against any and all liability, loss, cost and expenses, including reasonable attorneys' fees and costs and consultant costs, ("Article 10 Expenses") arising from any action brought in connection with compliance with applicable state and federal uniform relocation acts pursuant to this Agreement.

(b) Developer hereby releases City Indemnitees from any and all claims and Article 10 Expenses incurred by it in connection with any claims and Article 10 Expenses related to compliance with applicable state and federal uniform relocation acts pursuant to this Agreement.

Section 10.03. Survival. The provisions of this Article 10 shall survive the Closing or earlier termination of this Agreement.

ARTICLE 11 DISCONTINUANCE OF ROADS

Section 11.01. Discontinuance of Roads. City shall, upon written request by the Developer, undertake and pursue to conclusion, in accordance with Applicable Law and at City's sole cost, the processes necessary to discontinue or abandon those public rights of way and public streets (or portions thereof) as are designated on Schedule 11.01 as *Roads and portions of roads to Be Discontinued By West Haven* (the "Discontinued Roads,") which request must include adequate proof that (i) Developer owns all adjoining properties (except such adjoining properties that are City Owned Real Properties) and (ii) there are no other property owners who use any of the Discontinued Roads as the primary means of ingress or egress to such property owner's property. City will use commercially reasonable efforts to cause the Discontinued Roads eligible to be discontinued under this Section 11.01 to be discontinued and vacated prior to the Closing. Any underlying fee interest to any part of such Discontinued Roads adjoining City Owned Real Properties shall be conveyed to Developer at Closing, by Deed, free and clear of all encumbrances except for any Permitted Exceptions, for no additional consideration except as may be required by Applicable Law ("Additional Property"). In the event that Developer should acquire the real property abutting both sides of a Discontinued Road or any part thereof within the Project area after the Closing, City shall promptly undertake and pursue to conclusion, in accordance with Applicable Law and at City's sole cost, the processes necessary to

discontinue or abandon such Discontinued Road or part thereof upon written request by the Developer, which request must include adequate proof that (i) Developer owns all such abutting properties and (ii) there are no other private property owner who uses any such Discontinued Road as the primary means of ingress or egress to such property owner's property. City will use commercially reasonable efforts to cause the eligible Discontinued Road or part thereof (the "Remaining Road Property") to be discontinued and vacated within one hundred twenty (120) days after the receipt of a subsequent formal request from Developer.

Section 11.02. Terms of Acceptance. Subject to the review and approval of Stewart Title Insurance Company as to matters of the marketability and insurability of title to the Discontinued Roads, Developer hereby agrees to accept the Additional Property and the Remaining Road Property (collectively the "Road Properties") in "as-is, where is" condition, with all faults, and without representations of any kind, express or implied, or arising by operation of law. Developer acknowledges that any physical condition of the Road Properties which Developer discovers or desires to correct or improve prior to or after the transfer of the Road Properties shall be at Developer's sole cost and expense. Developer expressly waives (to the extent allowed by Applicable Law) any claims under federal, state or other law (including, but not limited to common law, whether sounding in contract or tort, and any and all Environmental Laws) that Developer might otherwise have against City relating to the use, characteristics or condition of the Road Properties. The provisions of this Section 11.02 shall survive the Closing or earlier termination of this Agreement.

Section 11.03. Assessment. Any special assessment required under Applicable Law upon the discontinuance or abandonment of roads shall be the sole responsibility of Developer.

Section 11.04. Utilities. Developer may request that City use its authority and power under the statutes or in accordance with other Applicable Law to effectuate the temporary and/or permanent readjustment, relocation or removal of public service facilities from the rights of way of such Discontinued Roads. To the extent legal and appropriate and commercially possible City shall undertake such request. All costs associated with this Section 11.04 including all costs associated with the installation of substitute or alternate public service facilities shall be the sole responsibility of the Developer and shall be paid by Developer in advance into an escrow account and reimbursed to City. The escrow account will be established using an agent mutually agreeable to both Parties and on terms agreeable to both. The City will not be obligated to incur any obligations or incur any expenses associated with this Section 11.04 until proof of adequate funding to reimburse City has been provided which is satisfactory to City in its reasonable judgment.

ARTICLE 12 FIRE AND OTHER CASUALTY; CONDEMNATION

Section 12.01. Material Casualty. In the event all or a portion of the improvements on any of the Properties To Be Conveyed by City to Developer should be damaged or destroyed by fire or other casualty prior to Closing, Developer may, at Developer's sole option, elect to: (a) purchase the properties, including the damaged property, in accordance with the terms hereof without reduction in the Purchase Price (except for any applicable deductible that will reduce the insurance proceeds assigned to Developer at Closing), with an assignment by City of all

insurance monies paid or to be paid to City on account of such loss and of City's right to receive same (less any such proceeds already expended by City in responding to or otherwise incurred relative to the fire or other casualty or in making or attempting to make the repairs); or (b) if consented to by City (which consent shall not be unreasonably withheld, delayed or denied), accept title only to those properties not suffering such damage or destruction, with a reduction in the Purchase Price of the damaged or destroyed property. If the Parties agree, in writing, that the fire or other casualty renders the Project commercially infeasible then the Parties may also agree to terminate this Agreement upon which Developer will be reimbursed the full Deposit (or as much thereof as had thus far been paid) including the Non-Refundable Portion.

Section 12.02. Condemnation. If, prior to Closing, City learns of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of any City Owned Real Property or portion thereof, City shall promptly notify the Developer thereof, in writing, whereupon Developer may, at Developer's sole option: (a) close the transaction as contemplated by this Agreement without an adjustment in Purchase Price but with an assignment of all rights of City to all condemnation proceeds and awards; (b) if consented to by City (which consent shall not be unreasonably withheld, delayed or denied), exclude the property in question from City Owned Real Properties being conveyed to Developer, reduce the Purchase Price by the amount of the individual purchase price for the excluded property, and proceed with the transaction as set forth herein; or (c) in the event such taking materially and negatively impacts the Project the Developer may terminate this Agreement. Should Developer select option (a) above, Developer shall be entitled to receive all proceeds of any such taking or condemnation, and City agrees that it shall not make any adjustment or settlement of any such taking or condemnation proceeding without Developer's consent and shall, at Closing, take all action necessary to assign its entire interest in such award to Developer. If the Parties agree, in writing, that the taking renders the Project commercially infeasible then the Parties may also agree to terminate this Agreement upon which Developer will be reimbursed the full Deposit (or as much thereof as had thus far been paid) including the Non-Refundable Portion.

ARTICLE 13 EXISTENT BROWNFIELD GRANT

Section 13.01. Brownfield Grant. The Parties acknowledge that City is the recipient of a Brownfield Grant for Two Million and 00/100 Dollars (\$2,000,000.00) from the State of Connecticut documentation of which is provided hereto in Exhibit 13.01. This grant is for predevelopment site work related to the removal of hazardous conditions including environmental investigation, abatement, demolition, and other remedial activities at property located at 105 Water Street and 16 Elm Street.

Section 13.02. Obligations, Negative Pledge and Use Restriction. The Brownfield Grant contains several obligations including a negative pledge and use restriction all of which are contained in Exhibit 13.01. The Parties acknowledge and agree to comply with all the terms of the Brownfield Grant.

Section 13.03. City Obligations. City is diligently undertaking the Brownfield Grant obligations and will perform and complete, or cause to be performed and completed, Site Remediation Measures required thereby including, without limitation, all reporting, monitoring

and/or remediation required by the DEEP and/or the applicable RSRs in accordance with the Brownfield Grant. This obligation will continue upon transfer of the 105 Water Street and 16 Elm Street properties to Developer until satisfied. City will provide Developer with an indemnification and hold harmless agreement for these obligations, if any, upon conveyance. Notwithstanding the foregoing provision, once the funds available under Exhibit 13.01 are exhausted City will have no further obligation to fund Site Remediation measures at 105 Water Street and 16 Elm Street and Developer will be solely responsible for all such measures.

Section 13.04. Conveyance of 105 Water Street. Consistent with Section 5.08 of this Agreement, the 105 Water Street property shall be conveyed to Developer on or before June 19, 2015. The Parties shall work cooperatively to achieve all necessary DECD consents to this conveyance as will be evidenced by instruments and assurances satisfactory to DECD and the Parties. Attached and made a part hereto as **Schedule 13.04** is a land disposition agreement for the conveyance of 105 Water Street from the City to the Developer. The Parties acknowledge and agree that the land disposition agreement contains terms consistent with this Agreement and additionally required terms pursuant to the Brownfield Grant including but not limited to full access rights for the City and its agents for as long as necessary to complete City's obligations under the Brownfield Grant and a right of reversion in the event that transfer of the remaining City Owned Real Property does not occur in accordance with this Agreement. The transfer deed shall contain provisions necessary for City to complete its obligations under the Brownfield Grant including but not limited to the following:

(a) Developer and any other interest holders will cooperate in the filing of approved ELUR(s) including execution of necessary instruments so long as such ELURs are consistent with Section 14.07; and

(b) Reasonable post-closing access by City and its agents as required to perform any and all work necessary under the Brownfield Grant.

Section 13.05. Conveyance of 16 Elm Street. The 16 Elm Street property shall be conveyed to Developer at the Closing. The Parties shall work cooperatively to achieve all necessary DECD consents to this conveyance as will be evidenced by instruments and assurances satisfactory to DECD and the Parties. A land disposition agreement for the conveyance of 16 Elm Street from the City to the Developer will be provided by the City to Developer within thirty (30) business days of the Effective Date of this Agreement for review and comment. Such agreement will contain terms consistent with this Agreement and any additionally required terms pursuant to the Brownfield Grant including but not limited to full access rights for the City and its agents for as long as necessary to complete City's obligations under the Brownfield Grant. The transfer deed shall contain provisions necessary for City to complete its obligations under the Brownfield Grant including but not limited to the following:

(a) Developer and any other interest holders will cooperate in the filing of approved ELUR(s) including execution of necessary instruments so long as such ELURs are consistent with Section 14.07; and

(b) Reasonable post-closing access by City and its agents as required to perform any and all work necessary under the Brownfield Grant.

Section 13.06. Transfer and Assignment. Notwithstanding the terms of Article 14 to the contrary, City shall perform all environmental investigation, remediation and monitoring activities at 105 Water Street and 16 Elm Street as required under the Brownfield Grant to the extent funding remains available under the Brownfield Grant. Nothing in this Article 13 shall terminate or diminish Developer's indemnification and hold harmless obligations under Section 14.08 of this Agreement except as expressly provided herein.

ARTICLE 14 ENVIRONMENTAL

Section 14.01. Transfer Act. If any real property to be conveyed to Developer by City meets the definition of an "Establishment" as that term is defined in the Transfer Act, Developer shall, no later than three (3) days prior to such conveyance, have prepared and delivered to City appropriate Transfer Act forms (including any Environmental Condition Assessment Form), fees and filings, executed by Developer as the certifying party necessary in order to complete the conveyance of such property by City in accordance with the Transfer Act. City shall, in a timely manner, review and provide Developer with any comments on the Transfer Act forms and City shall execute the Transfer Act forms as the real property transferor in conformance with the Transfer Act. Within ten (10) days subsequent to such conveyance, Developer shall file the Transfer Act forms with the DEEP provided, however, that the initial filing fee shall be paid by City (by deducting the amount of the filing fee from the Purchase Price at Closing) otherwise City shall not be obligated to reimburse any other fees, including any subsequent filing fees in the event DEEP does not delegate approval authority to an LEP and shall not be responsible for any other costs associated with remediation other than stated in this Agreement. If the DEEP should reject or require amendment of any Transfer Act form, Developer shall be solely responsible at Developer's sole cost and expense for complying with, or obtaining compliance with, any request from the DEEP. City shall assist Developer in these efforts. Notwithstanding the foregoing, the conveyance of 105 Water Street shall be conducted in accordance with the terms and conditions of the land disposition agreement set forth in Schedule 13.04 and the conveyance of 16 Elm Street shall be conducted in accordance with the land disposition agreement to be prepared in accordance with Section 13.05.

Section 14.02. Developer's Obligations as Certifying Party. Developer, as the certifying party, agrees to perform all Site Remediation Measures necessary to achieve compliance with the RSRs or any other Applicable Laws in a manner and to standards acceptable to the DEEP ("Transfer Act Remediation"), EPA or other regulatory authority. Developer shall fully undertake and complete all necessary environmental remediation and removal activities, investigations, sampling activities and any permitted ELURs and in a manner and at such times as is required to enable Developer to perform its construction obligations with respect to the Developer Improvements in accordance with the Development Schedule. Developer shall be solely responsible for complying with all Applicable Laws, rules and regulations related to the excavation, handling and disposal of any contaminated soil, soil vapor or groundwater encountered during the environmental remediation activities and any planned construction activities as contemplated hereunder. Developer shall be responsible for executing any and all hazardous waste manifests and other shipping documents related to the off-site transport of contaminated media.

Section 14.03. Brownfields Remediation and Revitalization Program. Notwithstanding Section 14.01 above, to the extent that any of the Properties To Be Conveyed subject to a Form III (or IV) filing under the Transfer Act are also eligible for acceptance into the Brownfields Remediation and Revitalization Program ("BRRP"), Developer may, in its sole discretion, choose to apply for acceptance into the BRRP for any or all such properties. In the event that the Developer chooses to apply for acceptance into the BRRP for any property the Parties agree to work together in good faith to prepare, submit and diligently pursue an application for eligibility under the BRRP for both the property to be deemed eligible as a "Brownfield" and the Developer to be deemed eligible as a "Bona Fide Prospective Developer", as such terms are defined in the BRRP Statute, and to timely submit all documentation required with respect thereto including, without limitation, the fee waiver application (collectively, the "BRRP Documentation"). The Parties agree that, pursuant to §32-769(n) of the BRRP Statute, acceptance into the BRRP would qualify as an exemption to the requirement for a filing as an "establishment" under the Transfer Act. In the event that both the Property and the Developer are accepted into the BRRP by the DECD, the Developer shall be responsible for satisfying the investigation and remediation obligations set forth in the BRRP Statute ("BRRP Remediation") and, for purposes hereof, shall be known as the "Responsible Party". Promptly upon Developer's determination and written notice to City that a Property constitutes an "establishment" under the Transfer Act, that a Form III (or IV) filing would be required under the Transfer Act, that the Property may be eligible under the BRRP, and that the Developer wishes to apply for acceptance into the BRRP, City shall, at its sole cost and expense, promptly submit and diligently pursue a nomination of that Property to the BRRP as an eligible "Brownfield" in accordance with the requirements set forth in the BRRP Statute and shall promptly apply for and diligently pursue a fee waiver in accordance with §32-769(h)(1) of the BRRP Statute. Upon determination from the DECD that any such Property is an eligible Brownfield, Developer shall promptly apply for and diligently pursue, at its sole cost and expense, qualification as a "Bona Fide Prospective Developer" and if so qualified, shall perform, or cause to be performed, the required BRRP Remediation. Developer shall be responsible for the costs of any BRRP Remediation.

Section 14.04. Notice of Completion. The obligations of the Developer shall terminate as to each applicable property upon the issuance of a Notice of Completion for said property. For purposes hereof, a "Notice of Completion" shall be deemed issued upon the earlier of

(a) The receipt of a verification issued by an LEP (issued in accordance with the Transfer Act and related regulations or its equivalent under the BRRP Statute and Regulation) and the earlier to occur of the following:

- (i) Receipt of a no audit letter from DEEP;
- (ii) The completion of a DEEP audit of the verification which finds no further action is required; or
- (iii) The expiration of the applicable audit period with no finding of additional action required.

(b) Written approval from the Commissioner of the DEEP stating that the Commissioner has approved the completed Site Remediation Measures at the property.

In the event that the verification is audited by DEEP, and the remediation is found to be incomplete or deficient, then Developer shall perform whatever tasks are required to issue a verification that will satisfy the DEEP audit process at Developer's cost consistent with the RSRs and DEEP procedures.

Section 14.05. Environmental Reports. The Parties acknowledge that Developer, at its sole cost and expense shall perform environmental investigation and remediation, as necessary, with respect to the Properties To Be Conveyed under its custody or control pursuant to this Agreement whether by fee or by easement in accordance with the Development Schedule. Prior to the end of the Due Diligence Period set forth in Section 8.01, Developer shall deliver to City one or more updated Phase I environmental reports for the Properties To Be Conveyed, and a preliminary remedial action plan ("RAP") for each Property To Be Conveyed on which contaminants have been identified and remediation is required under applicable Environmental Law. The updated Phase I environmental reports and the RAPs shall be dated not more than sixty (60) days prior to such delivery (collectively, the "Environmental Reports"). The RAPs shall include a description of identified release areas, any potential release areas remaining to be investigated, presently planned remedial work to be performed to comply with the standards set forth in this Article 14, a proposed schedule for performing any required investigation and remediation work, and the estimated costs of performing such work. The RAPs shall take into consideration the proposed construction activities on the Properties To Be Conveyed as contemplated under this Agreement. The Environmental Reports shall be addressed to City. Developer shall also deliver thereto direct reliance letters from the firms issuing such reports (if reasonably available), which letters are reasonably satisfactory to City. The Environmental Reports shall comply with all guidelines, practices and protocols sufficient to meet the standards of Connecticut's Transfer of Establishments Act, C.G.S. §§ 22a-134 et seq.

Section 14.06. Material Adverse Risk. If, based upon the content of the Environmental Reports, City or Developer determines, in the exercise of its reasonable judgment, that the Environmental Condition of any Required Project Property may materially adversely affect the development of the Project as contemplated under this Agreement, or creates a material adverse risk to either Party of claims by third parties for damages arising from the former or current presence of environmental contaminants on or emanating from a Required Project Property, the Parties shall cooperate reasonably to seek alternatives to conveyance of such parcels hereunder, including potential changes in the Project and the MDP that are acceptable to both Parties. In the event that the Parties do not agree to such changes for any reason, the Developer may terminate this Agreement and receive a refund of the entire Deposit, minus the Non- Refundable Portion. Any such termination pursuant to this Section 14.06 must be made within the Due Diligence period set forth in Section 8.01 of this Agreement.

Section 14.07. Environmental Remediation Standards.

(a) The provisions of this section apply to the Properties To Be Conveyed that require remediation under applicable Environmental Law. With respect to any portion of the Properties To Be Conveyed which is reasonably identified as planned for outdoor recreational activity as such term is used in the Connecticut Remediation Standard Regulations, §§ 22a-133k-1 et seq. ("RSRs"), Developer shall apply the residential remediation standards and criteria as set forth in the RSRs and any other alternative criteria provided in the RSRs that will not prohibit outdoor

recreational use. With respect to any portion of the Properties To Be Conveyed which will not be used for outdoor recreational activity as defined by the Transfer Act, including but not limited to roadways, Developer, to the extent permitted by the RSRs, may apply the commercial/industrial standards and criteria as set forth in the RSRs, and other alternatives to more stringent standards of remediation including but not limited to application of the polluted fill policy and execution of an environmental land use restriction ("ELUR") with respect to prohibition of residential activity, installation and maintenance of engineered controls, non-disturbance of soils and prevention of migration into soils in excess of the pollutant mobility criteria, provided that no standard, criteria, or alternative, including without limitation any ELUR, shall be utilized with respect to the Properties To Be Conveyed that prevents or materially interferes with the use of such real property as contemplated by this Agreement. Furthermore, notwithstanding the RSRs, Developer shall be responsible for any environmental costs or expenses reasonably incurred for the excavation, treatment, transport or disposal of any contaminated soil, sediment or groundwater encountered on the Properties To Be Conveyed during any construction contemplated under this Agreement by City in excess of the costs and expenses that would be incurred by City for non-contaminated materials. City shall reasonably cooperate with Developer to satisfy the requirements for preparation, DEEP approval and execution and filing of an ELUR on applicable portions of the Properties To Be Conveyed, at the sole cost and expense of Developer, including securing subordination agreements with respect to the ELUR. Further, all of the Properties To Be Conveyed shall be remediated in a manner that complies with the appropriate groundwater standards (as applicable) under the RSRs. Developer shall also comply with all other environmental laws, regulations and orders that may apply to the activities to be performed by it (including, without limitation, any spill reporting and notification of significant environmental hazards) and Developer shall perform any on-site and off-site investigative, mitigation, containment, removal, remediation and monitoring activities as necessary to obtain verifications of compliance from a Licensed Environmental Professional with regard to the Transfer Act (if applicable) and the RSRs.

(b) Prior to any other environmental work being conducted on property that is to become the Properties To Be Conveyed or a portion of the Properties To Be Conveyed, Developer shall provide City with final drafts of all documents relating to any proposed investigation, environmental remediation, removal alternative, ELUR and monitoring in a timely manner and, if such documents must be filed with the DEEP, not later than at least ten (10) Business Days prior to submission thereof to the DEEP. Within ten (10) Business Days after receipt of a document (or as soon as practicable should the requirements of the DEEP not allow for ten (10) Business Days, or as otherwise agreed to by the Parties), City may, at its discretion and expense, provide comments for Developer's consideration on such. With respect to any City comment(s) that reasonably alleges that a proposed environmental action will have a material adverse effect upon City's proposed use of any portion of the Properties To Be Conveyed, Developer may not conduct such action until such time as City and Developer have discussed such comment(s) and made commercially reasonable efforts to resolve the matter, except that the restriction of any portion of City Parcel to commercial/industrial use under the RSRs shall not constitute a material adverse effect unless it concerns areas presently identified for planned public area activities that are deemed residential under the RSRs.

(c) Developer shall perform any Transfer Act and other investigations, remediation and monitoring under the direction of a person licensed pursuant to C.G.S. §22a-133v ("Licensed

Environmental Professional” or “LEP”) in good standing on the rolls maintained by the DEEP. City, at its sole cost and expense, shall be entitled to engage an LEP to observe any environmental investigation and environmental remediation activities and collect split or duplicate samples. The Parties’ LEPs shall cooperate to perform the field work in an efficient manner. City shall not be obligated to analyze any such samples collected by its LEP; however, any such analysis shall only be performed in accordance with the collection and analysis standards applicable under the RSRs. Developer shall provide City with notice at least one (1) week in advance of any environmental remediation, sampling or investigation activities on City Parcels.

Section 14.08. Developer’s Environmental Indemnification of City.

(a) City shall have no liability for and Developer shall indemnify and defend City Indemnitees, from and against any and all liability, loss, cost and expenses, including reasonable attorneys’ fees and costs and environmental consultant costs, (“Environmental Expenses”) arising from (i) Developer’s breach of any term, condition or obligation of this Agreement; (ii) any claims arising out of or which are related to the Environmental Conditions in, on or under any of the Properties To Be Conveyed to the Developer and (ii) any action by any legal authority including any State, regional, municipal or federal governmental or regulatory body or a private party to enforce Developer’s obligations or liabilities pursuant to the Transfer Act or other violation of State or Federal Laws or which arise out of or are related to the Environmental Conditions in, on or under any real property of the Properties conveyed to the Developer.

(b) Developer shall be liable for and fully release, indemnify, defend and hold harmless City Indemnitees from Environmental Expenses arising from any action by the State of Connecticut to create a lien on any portion of Properties To Be Conveyed pursuant to C.G.S. §22a-452a.

(c) Developer hereby releases City Indemnitees from any and all claims and Environmental Expenses incurred by Developer, including but not limited to any claims and Environmental Expenses related to personal injury or diminution in property value, resulting from the release, emission or discharge of any material onto, into or under any real property owned or otherwise under the control of City prior to City’s acquisition or commencement of such control, which release, emission or discharge creates an Environmental Condition in, on or under any real property conveyed to Developer within the Project.

(d) Notwithstanding the above, Developer’s obligations under this Section 14.08 do not include and expressly exclude any and all Environmental Expenses related to the 105 Water Street property, City’s obligations under Article 13 of this Agreement, the 105 Water Street land disposition agreement set forth in Schedule 13.04, and any and all Environmental Expenses resulting from City’s breach of any term, condition or obligation of this Agreement, the 105 Water Street land disposition agreement, any Environmental Laws or any other State or Federal Laws. If at the time of conveyance of the 16 Elm Street property the City still has funding available under the Brownfield Grant to investigate, remediate and monitor the 16 Elm Street property, then Developer’s obligations under this Section 14.08 shall not include and shall expressly exclude Environmental Expenses related to 16 Elm Street and the City’s obligations to

investigate, remediate and monitor the 16 Elm Street property to the extent funding is available under the Brownfield Grant.

Section 14.09. Survival. The provisions of this Article 14 shall survive the Closing or earlier termination of this Agreement.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

Section 15.01. Representations and Warranties of Developer. Developer represents, warrants, covenants and acknowledges to City as of the date hereof and as of Closing, to the best of Developer's knowledge and belief, as follows:

(a) Developer is a limited liability company, duly formed, legally existing and in good standing under the laws of the State of Delaware;

(b) Developer has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement;

(c) Each Person signing this Agreement on behalf of the Developer is authorized to do so. Developer shall furnish to City any and all documents to evidence such authority as City shall reasonably request;

(d) This Agreement constitutes the valid and legally binding obligation of Developer, enforceable against Developer in accordance with its terms;

(e) Neither the execution, delivery, nor performance of this Agreement by Developer, nor any action or omission on the part of Developer required pursuant hereto, nor the consummation of the transactions contemplated by this Agreement will (i) result in a breach or violation of, or constitute a default under, any legal requirement, (ii) result in a breach of any term or provision of the operating agreement, articles of organization, by-laws, certificate of incorporation or charter of Developer, or (iii) constitute a default or result in the cancellation, termination, acceleration of, any obligation, or other breach or violation of any loan or other agreement, instrument, indenture, lease, or other material document to which Developer is a party or by which any of the properties of Developer is bound, or give any person or entity the right to declare any such default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such loan or other agreement, instrument, indenture, lease, or other material document. Developer is not or will not be required to, give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement which has not already been given or obtained;

(f) All representations and warranties made by Developer in this Agreement, and all information contained in any statement, document or certificate furnished to City in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein misleading;

(g) Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally;

(h) Developer is not involved in any legal proceeding, which would prevent or materially impair the ability of Developer to perform its duties and obligations under this Agreement and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach of any Applicable Law which could prevent or materially impair the ability of Developer to perform its duties and obligations under this Agreement; and

(i) Whenever a representation is qualified by the phrase "to the Developer's knowledge" or by words of similar import, the accuracy of such representation shall be based solely on the actual knowledge (as opposed to constructive or imputed) of Matthew Armstrong, a Manager of The Haven Group LLC, Sheldon Gordon, a Manager of The Haven Group LLC, and Ty Miller, Managing Member of the Haven Group LLC without independent investigation or inquiry other than review of the Developer's files. City acknowledges that the individuals named above are named solely for the purpose of defining the scope of Developer's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individuals to City and City agrees that such individuals have no liability under this Agreement or in connection with the transactions contemplated hereby.

Section 15.02. Representations and Warranties of City. City represents to Developer, to the best of City's knowledge and belief, as follows:

(a) City is a Connecticut municipal corporation, acting by and through Mayor Edward O'Brien, and is duly qualified to do all things required of it under this Agreement;

(b) City has full right, power and authority and is duly authorized to enter into this Agreement, and all documents related hereto and thereto and to perform each of the covenants on its part to be performed hereunder and thereunder including, without limitations, the conveyance of City Owned Real Properties to Developer;

(c) Each Person signing this Agreement on behalf of City is authorized to do so and City shall furnish to Developer any and all documents to evidence such authority as Developer shall reasonably request;

(d) This Agreement constitutes the valid and legally binding obligation of City, enforceable against City in accordance with its terms;

(e) Neither the execution, delivery or performance of this Agreement nor compliance herewith: (i) conflicts or will conflict with or will result in a breach of or constitutes or will constitute a default under any law, regulation or ordinance, or under any order, writ, injunction or decree of any court or governmental authority to which City or any of City Owned Real Properties are subject or under any agreement or instrument to which City is a party or by which it or any of City Owned Real Properties are bound, except as is set forth in Schedule 15.02(e) or

(ii) will result in the creation or imposition of any lien, charge or encumbrance upon any of City Owned Real Properties pursuant to any such agreement or instrument;

(f) City has obtained the requisite approval of the West Haven City Council with respect to this Agreement and all terms contained herein including, without limitation the lawful appointment of Developer as the Exclusive Developer for the Project as set forth in Recital C hereof;

(g) No further authorization, consent, or approval of any Governmental Authority (including courts) is required for the execution and delivery by City of this Agreement or the performance of its obligations hereunder relating to the properties, except for the Governmental Approvals set forth in **Schedule 15.02(g)** hereof and as contemplated by this Agreement in Articles 9, 11, 13, 16 and 17;

(h) All representations and warranties made by City in this Agreement and all information contained in any statement, document or certificate furnished to Developer in connection with this transaction are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein misleading;

(i) City is the sole owner, in fee simple, of all of City Owned Real Properties and no Person has any right, option, contract or other agreement to acquire City Owned Real Properties or any part thereof from City;

(j) Except as set forth on **Schedule 15.02(j)** attached hereto and made a part hereof, there are no parties in possession of City Owned Real Properties whether by virtue of any lease or otherwise and, as of the Closing Date, no Person shall have any right to possession or use of any portion of City Owned Real Properties or the Additional Properties for any purpose whatsoever;

(k) There are no service contracts or other contracts affecting any of City Owned Real Properties that will survive the Closing;

(l) Except as set forth on **Schedule 15.02(l)** the City Owned Real Properties are not in violation of any governmental rules, codes, permits, regulations, restrictive covenants, agreements or conditions subject to which title to City Owned Real Properties are to be conveyed in accordance with the terms hereof and, between the date of this Agreement and the Closing Date, City will not do anything or allow anything to be done on or about the Properties which will result in any such violation;

(m) There are (i) no pending or threatened claims, litigation or administrative proceedings arising under any Applicable Law (including Environmental Law) involving any of City Owned Real Properties or any operations conducted at City Owned Real Properties, and (ii) no ongoing negotiations with or agreements with any Governmental Authority relating to any remedial action or other environmentally related claim except as set forth on **Schedule 15.02(m)** attached hereto;

(n) Except as forth on Schedule 15.02(n) City has not submitted notice pursuant to Section 103 of CERCLA or any analogous statute or notice under any other applicable Environmental Law reporting a release of a Hazardous Material from any City Owned Real Properties, and City has not received any written notice, claim, demand, suit or request for information pertaining to City Owned Real Properties from any governmental or private entity with respect to any liability or alleged liability under any Environmental Law;

(o) Except as forth on Schedule 15.02(o) there are no (i) obligations in connection with City Owned Real Properties involving expenses or charges for work or services done upon or relating to City Owned Real Properties which will bind Developer or the property from and after the Closing Date, or (ii) agreements or undertaking or bonds with any governmental agency respecting construction of any municipal improvements which will bind Developer or the property from and after the Closing Date;

(p) The selection of the Developer as the "Exclusive Developer" under the MDP and the execution, delivery and performance of this Agreement and the Parking Lease by the City are not subject to any public bidding or comparable requirements under Applicable Law;

(q) Whenever a representation is qualified by the phrase "to the best of City's knowledge" or by words of similar import, the accuracy of such representation shall be based on the actual knowledge conveyed to the signer of this document by various department heads of City including engineering, zoning and building officials, without independent investigation or inquiry, other than review of City's files on any of City Owned Real Properties. Developer acknowledges that the individuals named above are named solely for the purpose of defining the scope of City's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individuals to Developer and Developer agrees that such individuals have no liability under this Agreement or in connection with the transactions contemplated hereby; and

ARTICLE 16 TAX INCREMENT FINANCING AND TAX ABATEMENT

Section 16.01. Sales Tax Increment Financing. The Parties acknowledge that the development of the Project would provide substantial benefit to the City through, among other things, economic development and job creation. Given current conditions present in the Project Area, the development of the Project will be a gradual and costly undertaking for Developer. As such, and to facilitate the development and completion of the Project, the City agrees to cooperate and work in good faith with Developer to obtain Sales Tax Increment Financing through the State program provided by Connecticut Innovations.

Section 16.02. City Assistance. City will use its best efforts to assist Developer in the pursuit of, and will advocate for, any federal and state assistance available for the Project including assistance potentially available from DOT, DECD, DEEP, OPM, Connecticut Innovations and the Connecticut General Assembly.

Section 16.03. Tax Abatement. City and Developer shall enter into an Agreement For Fixing Assessment Of Improvements substantially similar to the one attached to this Agreement as Schedule 16.03 as is approved by the City Council.

ARTICLE 17 APPROVALS, PLANS & SCHEDULES

Section 17.01. Governmental Approvals.

(a) In accordance with the Development Schedule, Developer, at its sole cost and expense, and with reasonable diligence, shall prepare detailed plans and appropriate supporting materials and apply for all Governmental Approvals and permits that are required from any Governmental Authority in order to construct the Project in accordance with this Agreement, the MDP, and the Development Schedule. The City shall assist, at no additional cost to City, the Developer, as reasonably requested by Developer and as permitted by law.

(b) Developer shall be responsible, at its sole cost and expense, for obtaining all Building Code, Fire Code or similar waivers that may be required to construct the Project.

(c) All such applications for Governmental Approvals (including any waivers that may be required,) will be submitted and diligently prosecuted by Developer therefor in a commercially reasonable manner so as to effectuate compliance with the Development Schedule. Developer acknowledges that the required approvals are or may be within the discretion of the Planning and Zoning Commission, the Planning Director or such other governmental authority before which such approval is sought, which is not bound by City's covenants herein. As such, to the extent that City is required by Applicable Law to be named as the applicant or co-applicant, the inability of City to obtain any one or more of the Governmental Approvals will not constitute a default by City under this Agreement, provided that City has used its diligent efforts to cooperate with Developer's efforts to obtain same; similarly, the inability of Developer to obtain one or more required Governmental Approvals shall not constitute a default under this Agreement, provided Developer has used diligent efforts to obtain same.

Section 17.02. State Traffic Commission Certificate. To the extent required, the Developer shall be responsible for obtaining any Department of Transportation State Traffic Commission Certificate with respect to the Parties' contemplated improvements hereunder, and satisfying any conditions thereof.

Section 17.03. Zoning. Developer shall evaluate, apply for and pursue such permits, approvals and/or further changes of zoning designation for any or all of the properties as Developer deems necessary or advisable for the Project.

Section 17.04. Preparation of Plans. Developer hereby confirms that it has authorized the preparation of architectural and engineering plans, as required for the development of the Private Improvements and Developer Infrastructure which preparation is underway and shall be based upon the terms of this Agreement, the MDP, the Development Plan and the Site Plan, with such changes thereto as are required, provided that such plans shall be in accordance with the terms of this Agreement, the MDP and all Applicable Law. The Developer shall pursue the preparation and completion of all such plans in accordance with the Development Schedule and so that all

requisite Governmental Approvals can be obtained and construction can commence, proceed and be completed in accordance with the Development Schedule.

Section 17.05. The Development Schedule. Developer will provide a draft proposed final Development Schedule within ninety (90) days of the Effective Date for the City's review and approval which will not be unreasonably withheld or delayed. Developer acknowledges that it has been working to develop, and shall continue to refine, a critical path construction schedule for the coordinated construction of the Developer Improvements which shall reflect the Parties' obligations under this Agreement with respect to the schedule required for completion of the Developer Improvements. The Parties shall cooperate in addressing any impacts on the Development Schedule due to any enforced delay in a Party's obligations arising from a Force Majeure Event. Other than with respect to a Force Majeure Event as aforesaid, the dates for performance of the Parties' obligations set forth on the Development Schedule shall not be extended without the approval of the Parties. Notwithstanding the foregoing, Developer shall have the right to extend the Development Schedule for any issues not originally contemplated by the Parties but which arise after the execution of this Agreement. Notwithstanding the foregoing, Developer shall have the right to extend the Development Schedule for any issues not originally contemplated by the Parties but which arise after the execution of this Agreement. Such proposed extension shall be provided in writing to City at least thirty (30) days prior to changing the Development Schedule. The final revised Development Schedule will be promptly provided to the City.

ARTICLE 18 DEVELOPER IMPROVEMENTS

Section 18.01. Agreement to Develop Private Improvements.

(a) As used herein, "Private Improvements" means all buildings and improvements to be located in the area shown on the Site Plan and as are described in Development Schedule which shall contain (unless otherwise approved by City) at least 230,000 square feet of non-residential space to be utilized for retail, entertainment, office and commercial purposes, together with ancillary parking facilities.

(b) Subject to the terms and provisions set forth in this Agreement, Developer agrees to commence, diligently pursue and complete design and construction of the Private Improvements in a good and workmanlike manner in accordance with the Development Schedule, the Development Plan, this Agreement, the MDP and all Applicable Law.

Section 18.02. Agreement as to Developer Infrastructure.

(a) Subject to the terms and provisions set forth in this Agreement, Developer, at its sole cost and expense, agrees to commence, diligently pursue and complete design and construction of the infrastructure improvements (collectively, the "Developer Infrastructure") described in Section 18.02(b) in a good and workmanlike manner in accordance with the Development Schedule, the Site Plan, this Agreement, the MDP and all Applicable Law;

(b) The Parties acknowledge that "Developer Infrastructure" may include all or a portion of the following detailed list of improvements: (i) all improvements and modifications

required on or at Elm Street; (ii) utility mains, sanitary sewer mains, storm water mains and management system necessary to serve the Private Improvements; (iii) harbor-side promenade, public kayak launch and amphitheater; (iv) sea wall and marine improvements; (v) new curb, pavement, decorative sidewalk, pedestrian gathering spaces, pedestrian scale ornamental lighting, street trees, street furniture, and traffic calming devices such as center landscaped medians, bump-outs, textured pavement, trash receptacles, planting pots, planters and plantings, bike racks, lighting fixtures, trees, bushes and other landscaping, sprinklers, bollards, benches and other public seating, decorative improvements; (vi) parking space striping, parking pay stations, parking signage and other parking controls; (vii) retaining walls; and (viii) other streetscape improvements, with respect to the areas described as part of Developer Infrastructure;

(c) All utilities constructed by Developer shall enter from a public road, or via a private road that is either conveyed to City, or for which an easement approved by City is provided. Laterals, curb box and service connections shall be the sole responsibility of Developer;

(d) The Parties acknowledge that in no event shall City be required to waive any Applicable Law, or approve any modification to plans relating to the Project that would adversely affect public health, safety or welfare;

(e) The Parties agree that that Developer shall execute and record a public open space and access easement for the Development Infrastructure items listed on Schedule 18.02(e) which will guarantee public access, including reasonable parking, and use to such Developer Infrastructure which will be confirmed by the Parties by execution of a Public Open Space and Access Easement. Developer shall remain responsible for all upkeep, monitoring, repair and maintenance of the Developer Infrastructure; and

(f) The Parties agree that Developer shall convey to City the Development Infrastructure items and any public utilities all as listed on Schedule 18.02(f) which will be confirmed by the Parties by execution of a Conveyance Agreement.

ARTICLE 19 PARKING

Section 19.01. Parking Requirements. The Parties recognize the need for adequate parking to service the Project. It is anticipated that parking will be provided as shown on the Site Plan: (i) on the internal public streets being improved; and (ii) on surface lots.

Section 19.02. Parking Needs. The Parties agree that adequate parking spaces will be provided in accordance with all Applicable Law.

ARTICLE 20 ADDITIONAL DEVELOPMENT COVENANTS

Section 20.01. Public Streets. In the event that any local public roads not previously dedicated and accepted by City are constructed by the Developer as part of the Project, the Developer shall comply with all Applicable Law and such other requirements as may be imposed by a Governmental entity, board, commission or department having jurisdiction on construction

of such roads and the dedication of rights-of-way (or the conveyance of fee title if required by Applicable Law) to City with respect thereto.

Section 20.02. Maintenance of Developer Improvements. Developer shall maintain the Developer Improvements in a first class manner.

Section 20.03. Easements and Licenses. To the extent not attached to this Agreement as an exhibit, the Parties shall negotiate and enter into in good faith and in a timely manner such easements and/or licenses for construction, drainage, utilities, vaults, footings, construction signage and other similar purposes, as may be reasonably necessary to permit or facilitate performance of the Parties' respective obligations hereunder in accordance with the Development Schedule (including, without limitation, such easements, rights of way or other agreements with utility providers), provided that such easements, licenses, rights of way and other agreements are acceptable to the West Haven City Council in accordance with Applicable Law, do not unreasonably interfere with the use of the burdened property, and contain reasonable indemnification and insurance provisions (to the extent such insurance is reasonably obtainable) and such other terms as may be mutually agreed to by the parties thereto. Such easements shall have priority over all liens encumbering the applicable properties and the owners thereof shall deliver recordable subordination agreements (or joinders) from all holders of pre-existing liens at the time of the recording of any such easement, which subordinate such liens to the easement.

Section 20.04. Safety Precautions and Programs.

(a) Developer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the construction of the Developer Improvements.

(b) Developer shall take reasonable precautions, and shall cause its construction managers and/or general contractors, to take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to other property adjacent to the site on which a Developer Improvement is being constructed, subcontractors, employees, materials and equipment.

Section 20.05. Guaranty. Developer shall obtain and provide City with satisfactory proof of a completion guaranty in favor of Developer's construction lender on or before Closing. The completion guaranty shall be provided by a responsible party affiliated with Developer.

ARTICLE 21 CONVEYANCE OF OPEN SPACE

Section 21.01. Conveyance of Open Space. If required by Governmental Approvals, or Applicable Law, land will be protected by appropriate conservation easements or dedications by Developer at the time and in the manner as required by Applicable Law, and shall be conveyed subject to such reasonable reservation of rights as the Developer shall require in connection with the development of The Haven South. Nothing herein (or in the conveyance of such title) shall affect Developer's obligations to design or construct any such open space as may be required by Applicable Law or Governmental Approvals relating to the Project.

ARTICLE 22 INSURANCE AND INDEMNIFICATION

Section 22.01. Insurance Obligations. During the construction of any of the Developer Improvements, Developer, at its sole cost and expense, shall maintain insurance as provided in **Schedule 22.01** attached hereto. City shall be listed as an additional insured on all liability and property insurance policies.

Section 22.02. General Requirements. The insurance required under this Article 22 shall be written for not less than limits of liability specified in Schedule 22.01 or as required by Applicable Law, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified are minimum requirements and shall in no way limit or exclude the Parties from additional limits and coverage provided under the policies obtained by the Parties. If any Party fails to purchase or maintain the required insurance, such Party shall bear all reasonable costs (excluding attorneys' fees) properly incurred by the non-defaulting Party with respect to such failure. Each Party hereby waives all rights of recovery against the other Parties on account of loss or damage to their respective property to the extent of available insurance proceeds, and all policies obtained by such Party for such loss or damage shall be endorsed to waive the insurer's rights of subrogation against the other Parties.

Section 22.03. Acceptability of Insurers. All of the policies of insurance required to be carried hereunder by Developer shall be with reputable companies licensed and authorized to issue such policies in such amounts in the State of Connecticut and having a Best's rating of at least A minus VIII.

Section 22.04. Deductibles and/or Retentions. Developer shall be responsible to pay all deductibles and/or retentions with respect to its insurance carried under Section 22.01.

Section 22.05. Notice of Cancellation or Non-Renewal. For other than non-payment of premium, each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to each insured. Ten (10) days prior written notice shall be given for non-payment of premium.

Section 22.06. Indemnification of City. Developer shall defend, indemnify and hold harmless City from and against any and all demands, losses, judgments, damages, suits, claims, actions and liabilities, at law or in equity, of every kind and nature whatsoever and the reasonable costs and expenses thereof, (excluding attorney's fees) which City may suffer or sustain or which may be asserted or instituted against City in connection with the construction of the Developer Improvements or this Agreement and resulting from, arising out of or in connection with injury or death of any individual person or property damage due to the negligence of the Developer, or any of its contractors, construction managers, subcontractors, officers, directors, members or employees, absent the negligence or willful misconduct of the City. This indemnity is in addition to any other indemnification provisions provided for in this Agreement. The indemnity set forth in this Section 22.06 shall survive the expiration or earlier termination of this Agreement.

Section 22.07. Indemnification of Developer. City shall defend, indemnify and hold harmless the Developer Parties from and against any and all demands, losses, judgments, damages, suits, claims, actions and liabilities, at law or in equity, of every kind and nature whatsoever and the reasonable costs and expenses thereof (excluding attorney's fees) which the Developer Parties may suffer or sustain or which may be asserted or instituted against any of them in connection with this Agreement and resulting from, arising out of or in connection with injury or death of any individual person or property damage due to the negligence of City, or any of its contractors, construction managers, subcontractors, managers or employees, absent the negligence or willful misconduct of the Developer. The indemnity set forth in this Section 22.07 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 23 COOPERATION

Section 23.01. Cooperation. The Parties shall expeditiously cooperate in a reasonable manner and in good faith for the duration of this Agreement in all matters relating to the development of the Developer Improvements, including, but not limited to, the following:

- (a) The Parties agree to meet on a regular basis for the purpose of coordinating all matters related to timely completion of the Developer Improvements and resolution of all issues that arise in connection therewith;
- (b) To the extent that either Party is requested to review plans, applications or other materials relating to the Project, the parties shall use all reasonable efforts to complete such review in an expeditious manner with recognition of the Development Schedule;
- (c) The Parties shall, upon request, use all reasonable efforts to assist one another in any discussions with any public or private entity related to the Developer Improvements; and
- (d) The Parties acknowledge that extensive public communications will be necessary to ensure the success of the Project, so they hereby agree to cooperate in the regular dissemination of information to the public in a timely manner.

ARTICLE 24 CONDITIONS PRECEDENT

Section 24.01. Conditions Precedent to City's Obligations. In addition to any other condition precedent in favor of City as set forth elsewhere in this Agreement, City's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 24.01 on or before the Closing Date, or such other date as is set forth below:

- (a) Developer shall have performed and complied and remain in compliance, in all material respects, with all of the terms of this Agreement to be performed and complied with by Developer prior to or at the Closing, including executing all necessary documents and tender of consideration;
- (b) The representations and warranties of Developer set forth herein shall be materially true, accurate, and complete in all material respects;

(c) On the Closing Date, Developer shall execute and deliver all Conveyance Documents;

(d) All building permits necessary for the construction of the Developer Improvements have been issued, or are ready for issuance pending payment of the applicable fee therefor and Developer has obtained all necessary Governmental Approvals and all appeals periods associated with those Governmental Approvals has passed, necessary to develop the Developer Improvements;

(e) No Developer Default has occurred and is existing under this Agreement, nor has any fact or circumstance occurred which, with notice or passage of time, would constitute a Developer Default;

(f) Developer has confirmed that it is prepared to enter into contracts for all of the Developer Improvements, and has provided evidence reasonably satisfactory to City that it will be able to complete the Developer Improvements in accordance with the Development Schedule, or on an alternate schedule approved by City; and

(g) Developer has provided evidence of prospective leases to tenants sufficient to generate necessary amounts for the Sales Tax Increment Financing.

(h) The Parties have agreed upon and have in hand a final lease in accordance with Section 5.11 of this Agreement and all required Governmental Approvals thereto.

The conditions precedent set forth in this Section 24.01 are included solely for the benefit of City and City may, notwithstanding anything to the contrary contained in this Agreement, in its sole discretion, elect to waive or extend the time of performance of any of the conditions precedent set forth in this Section 24.01 by giving written notice to Developer of such election.

Section 24.02. Conditions Precedent to Developer's Obligations. The Developer shall not be required to close and shall have the option to terminate this Agreement unless the following conditions precedent are satisfied to its reasonable satisfaction:

(a) City shall have performed and complied, in all material respects, with all of the terms of this Agreement to be performed and complied with by City prior to or at the Closing;

(b) On the Closing Date, the representations and warranties of City set forth herein shall be true, complete, and accurate in all material respects;

(c) On the Closing Date, City shall have and be able to convey to Developer good and marketable title, in fee simple, to (i) City Owned Real Properties excepting any such properties already conveyed to Developer under this Agreement and, if required consents from the U.S. Department of Interior or other federal or state approval have not been received, the Bayview Park property; (ii) City Acquired Properties, if any; and (iii) Additional Property which can be conveyed, as of that date, free and clear of all liens and encumbrances except to the Permitted Exceptions;

(d) City shall execute and deliver all Conveyance Documents;

(e) All building permits necessary for the construction of the Developer Improvements have been issued, or are ready for issuance pending payment of the fees therefor and Developer has obtained all necessary Governmental Approvals and all appeals periods associated with those Governmental Approvals has passed, necessary to develop the Developer Improvements;

(f) Developer and its lender have closed on a construction and permanent loan satisfactory to the Developer in its sole and absolute discretion of a sufficient amount which is at least equal to the projected portion of the costs of development of the Developer Improvements and landlord work under leases at the Project to be funded with debt; and

(g) No City Default has occurred and is existing under this Agreement, nor has any fact or circumstance occurred which, with notice or passage of time, would constitute a City Default.

(h) The Parties have agreed upon and have in hand a final lease in accordance with Section 5.11 of this Agreement and all required Governmental Approvals thereto.

The conditions precedent set forth in this Section 24.02 are included solely for the benefit of the Developer and the Developer may, notwithstanding anything to the contrary contained in this Agreement, in its sole discretion, elect to waive or extend the time of performance of any of the conditions precedent set forth in this Section 24.02 by giving written notice to City of such election.

ARTICLE 25 CLOSING DELIVERABLES

Section 25.01. City Deliveries. At each Closing, the City shall deliver or cause to be delivered, at City's cost and expense, the following items, together with each of the following documents in form and content acceptable to Developer and executed and, where appropriate acknowledged by City:

- (a) Deeds for the Properties To Be Conveyed and the Parking Lease;
- (b) All bills of sale and assignments as may be agreed to by the Parties;
- (c) All required conveyance tax forms, together with all conveyance taxes due and payable (if any) in connection with the transfer of the Properties To Be Conveyed;
- (d) Duly executed closing statement acceptable to the Parties and setting forth the Purchase Price and all adjustments thereto;
- (e) Such evidence or documents as may be reasonably required by Stewart Title Insurance Company pertaining to, among other things,: (i) mechanics' or materialmen's liens; (ii) tenants and parties in possession; and (iii) the status and capacity of City and the authority of the Person or Persons who are executing the various documents on behalf of City in connection with the sale of the Property;

(f) Originals of all Documents in the possession or control of City and material to Developer's ownership or operation of the Properties To Be Conveyed, including, without limitation all permits and plans, guaranties and warranties relating to the properties and in City's possession or control;

(g) All keys in City's possession or control to all locks on the properties;

(h) If applicable, the Transfer Act Documents and/or BRRP Documentation required pursuant to Articles 13 and 14 hereof; and

(i) Such other assignments, instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

(j) Written certification that as of the Closing Date all representations and warranties of City contained in this Agreement are true and accurate and that City is not in default of any covenant or obligation contained herein.

Section 25.02. Developer Deliveries. At each Closing, Developer shall deliver or cause to be delivered, to City, at Developer's cost and expense, each of the following items all in form and content acceptable to City:

(a) Immediately available funds sufficient to pay the Purchase Price (less the Deposit, and subject to apportionments and adjustments as set forth herein);

(b) If applicable, the Transfer Act Documents and/or BRRP Documentation with related filing fees as required pursuant to Articles 13 and 14 hereof;

(c) Duly executed closing statement acceptable to the Parties and setting forth the Purchase Price and all adjustments thereto;

(d) Such evidence or documents as may reasonably be required by the Title Company and City's counsel evidencing the status and capacity of Developer and the authority of the person or persons who are executing the various documents on behalf of Developer in connection with the purchase of the properties;

(e) Reasonably acceptable written evidence that all necessary Governmental Approvals have been obtained;

(f) Such other assignments, instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement; and

(g) Written certification that as of the Closing Date all representations and warranties of Developer contained in this Agreement are true and accurate and that Developer is not in default of any covenant or obligation contained herein.

Section 25.03. Closing Costs. Except as otherwise provided herein and to the extent not previously paid, Developer shall pay the legal fees related to the preparation of this Agreement and all documents required to settle the transactions contemplated hereby. The City's legal fees shall be included in the amount Developer will reimburse City pursuant to Section 4.01 of this Agreement. City shall pay the cost of recording any instruments required to discharge any liens or encumbrances against City Owned Real Properties, the Additional Property and any City Acquired Property, and other customary closing costs of City. Developer shall pay all costs associated with its Due Diligence, all title insurance premiums, all title examination costs and all recording costs with respect to the Deeds. Any environmental filing fees or escrowed funds shall be paid by Developer except as provided in Section 14.01 of this Agreement. Each Party shall pay one-half (1/2) of the charges for the escrow services of the Title Company.

ARTICLE 26 RESTRICTIONS ON TRANSFER AND ASSIGNMENT

Section 26.01. Transfers Prior to Substantial Completion.

(a) In accordance with this Article 26 the Developer agrees that prior to Substantial Completion of all of the Developer Improvements to be constructed by the Developer pursuant to the terms of this Agreement, no Transfer shall occur with respect to any City Owned Real Property located in the Project Area unless approved by City, which consent shall not be unreasonably withheld or delayed.

(b) It is expressly acknowledged and agreed that Developer shall be entitled to enter into individual ground and space leases for any Private Improvement at any time or to grant mortgages, easements and rights-of-way reasonably related to the construction, development and/or operation of the Project.

(c) Developer shall be entitled to consummate the following transaction prior to Substantial Completion of all of the Developer Improvements, provided that it gives City written notice prior to such transaction and delivers copies of all documents reasonably required by City in connection therewith, including without limitation, reaffirmations of the representations and obligations of the party consummating such transaction and the assumption by any such transferee of the obligations under any related agreement applicable to the portion of the real property so transferred. The City Owned Real Property and the City Acquired Property comprising the Project Area may be transferred to an entity in which Developer or their members or partners have at least a fifty percent (50%) ownership interest in such entity and have the power, directly or indirectly, through one or more intermediaries, to direct or cause the direction of the management and policies of such entity or entities through ownership of voting securities, by contract or otherwise ("Developer Controlled Entity") for the purpose of constructing the Developer Improvements; provided, however, that such Developer Controlled Entity shall assume the obligations of Developer under this Agreement and shall make the representations and warranties under Section 15.01 for the benefit of City. No such transfer under this subsection (c) shall alter or terminate the obligations of the Guarantors under the Guaranty.

(d) Any other Transfer prior to Substantial Completion of all of the Developer Improvements to be constructed by the Developer pursuant to the terms of this Agreement shall

require the prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed, so long as the following conditions are satisfied prior to such Transfer:

(i) In City's reasonable judgment, the transferee or transferees have the reputation, experience, financial capacity and ability to perform the obligations being assumed by it;

(ii) The transferee or transferees by valid instrument in writing, satisfactory to City in its reasonable discretion, shall have expressly assumed, for themselves and their successors and permitted assigns, all obligations of the Developer, to commence and complete the construction of the Developer Improvements and otherwise comply with all terms of this Agreement and any applicable related agreement and have reaffirmed the representations and warranties of the Developer set forth in Section 15.01.

Section 26.02. Transfer following Substantial Completion. Following Substantial Completion of all of the Developer Improvements to be constructed the Developer may transfer any of its real property located in the Project Area subject to the transferee of any interest in the real property assuming the obligations of the Developer under this Agreement which have not been performed and under any related agreement applicable to such real property and subject to the restrictions contained herein.

Section 26.03. Obligations of Transferring Party. In no event shall the transferring party be relieved of its obligations under this Agreement in connection with or as a result of any Transfer without the express written consent of City, which shall not be unreasonably withheld after taking into account all obligations that remain to be performed and the reputation, experience, financial capability and ability to perform of the transferee which seeks to assume such obligations.

Section 26.04. Restrictions on Transfers to Tax Exempt Entities. For a period of twenty (20) years from the date hereof, Developer agrees, for itself, and its successors and assigns not to transfer any real property located within the boundaries of the Project Area to any Person (other than City), if upon such transfer the transferred real property would be exempt from real property taxes, without the consent of City, which shall not be unreasonably withheld or delayed if, to the extent permitted by law, such party agrees to enter into a Payment in Lieu of Taxes Agreement approved by City, which approval shall not be unreasonably withheld or delayed.

Section 26.05. Restrictions Run with the Land. The restrictions contained in this Article 26 shall be set forth in a declaration of restrictive covenants to be recorded against the land included in the Site Plan on or before the Closing and shall bind the land located in the Site Plan and run with the land until the twentieth (20th) anniversary of the date hereof with respect to the restrictions set forth in Section 26.05 unless otherwise waived or released in writing by City. The acceptance of a mortgage or deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of any portion of the land located in the Site Plan constitutes agreement that the applicable provisions of this Article 26 are accepted and ratified by such owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of City of West Haven are covenants running with the land and shall bind any Person

having at any time any interest or estate in such real property. Termination or expiration of such restrictions shall not constitute any approval for such use that may otherwise be prohibited or limited under any Applicable Law. Developer shall provide evidence reasonably satisfactory to City that such recorded covenant has priority over any liens encumbering land located in the Site Plan.

ARTICLE 27 DISPUTE RESOLUTION

Section 27.01. Good Faith. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement first by negotiation, then by mediation, and finally by litigation.

Section 27.02. Negotiation. If a dispute arises, any Party may give the other Party written notice of any dispute not resolved in the normal course of business, specifically referring to this Section 27.02 and requesting negotiation. The receiving Party shall promptly submit to the other a written response. The notice and the response shall each include a statement of the Party's position and a summary of arguments supporting that position. If deemed appropriate, the Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for relevant information made by one party to, the other should be honored. It is the goal of the Parties to attempt to negotiate resolutions within thirty (30) days of the date a dispute arises. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and the FOIA. The Parties shall continue to perform under this Agreement while any such dispute is pending.

Section 27.03. Judicial Proceeding. If the Parties are unsuccessful in the resolution of a dispute, all Parties agree that the Superior Court of the State of Connecticut for the judicial district of New Haven (and, in the event of appeal, the appropriate appellate courts of the State of Connecticut) shall be the sole and exclusive jurisdiction and venue for any dispute or disagreement arising under or related to this Agreement and the parties shall have all available legal and equitable remedies, including, but not limited to, the right to injunctive relief.

Section 27.04. Attorneys' Fees. In the event of any dispute between the parties, the non-prevailing party shall be responsible for paying the prevailing party's attorneys' fees and costs, (including those for any paralegal or legal assistant) in any such dispute whether at pretrial, mediation, arbitration, trial level, appeal or in bankruptcy. The applicable court or trier of fact shall determine: (i) which Party is the non-prevailing party and is responsible for paying the prevailing Party's attorneys' fees and costs and (ii) the reasonableness of such fees awarded as a result of the subject dispute between the Parties under this Agreement. For purposes of determining the cost of City's legal costs, they shall be the costs of outside counsel and the cost of in-house attorneys, to the extent said fees are not duplicative, at the same rate as for outside counsel in similar commercial matters in New Haven, Connecticut.

Section 27.05. Waiver of Consequential Damages. Notwithstanding anything to the contrary contained herein, City and Developer hereby waive consequential damages, punitive damages, treble or other multiple damages, and damages for lost opportunity or lost profits for

claims, disputes, or other matters arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all such damages due to the termination of this Agreement pursuant to judicial proceeding conducted pursuant to Article 27.

Section 27.06. Survival. All provisions of this Article 27 shall survive Closing or earlier termination of this Agreement.

ARTICLE 28 DEFAULTS AND REMEDIES

Section 28.01. Default by Developer. The occurrence of any one or more of the following events constitutes a default by Developer under this Agreement ("Developer Default"):

(a) Failure by Developer to use its commercially reasonable efforts to promptly, professionally and diligently proceed to design and construct the Developer Improvements in accordance with the terms hereof, including, without limitation, the failure to satisfy in any material respect any milestone for which it is obligated set forth herein or in the Development Schedule, where the satisfaction of such milestone is within the control of Developer and not within the control of City, if such failure shall continue for more than thirty (30) days after notice of such failure is given to Developer by City; provided, however, that Developer shall not be in default with respect to such matters that are susceptible of cure but cannot be reasonably cured within thirty (30) days, so long as Developer has promptly commenced such cure within such thirty (30) day period as extended by Force Majeure, and diligently proceeds in a reasonable manner to complete the same thereafter, or if such failure, is as a direct result of any action, inaction or default by City.

(b) Failure by Developer to observe or perform any other material covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days after notice of such failure is given to Developer by City; provided, however, that Developer shall not be in default with respect to such matters that are susceptible of cure but cannot be reasonably cured within thirty (30) days, so long as Developer has promptly commenced such cure within such thirty (30) day period, and diligently proceeds in a reasonable manner to complete the same thereafter, or if such failure is as a direct result of any action, inaction or default by City.

(c) Any Transfer in violation of Article 26 of this Agreement.

(d) If any warranty or representation of Developer contained in this Agreement is untrue in any material respect as of the date made.

(e) Failure by Developer to maintain during the construction period, adequate insurance or to pay any amounts whose non-payment shall adversely impact or jeopardize the development of the Project in any material respect including but not limited to failure to pay property taxes due and owing to City.

(f) Developer admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver, or for a major part of its property a trustee or receiver is appointed for

Developer or for a major part of its assets and it is not discharged within ninety (90) days after such appointment; or bankruptcy, reorganization, receivership, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any federal or state bankruptcy law, or similar law for the relief of debtors, are instituted by or against Developer, and, if instituted against Developer, are allowed against it or are consented to by it or are not dismissed within ninety (90) days after such institution.

Section 28.02. Developer's Extended Cure Rights. In the event that Developer wishes to avail itself of the extended cure rights provided in this Section 28.02 in circumstances in which cure is possible, but cannot commence such cure rights within thirty (30) days of the date of notice of default, Developer shall promptly furnish to City a written statement specifying the actions undertaken or to be undertaken to cure such default and a timetable for the satisfaction of such actions, and thereafter, upon the written request of City, shall promptly provide such additional or updated information with respect to such actions as City may reasonably request.

Section 28.03. Default by City. The occurrence of any one or more of the following events constitutes a default by City under this Agreement ("City Default"):

(a) Failure of City to observe or perform any other material covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days after notice of such failure is given to City by Developer; provided, however, that City shall not be in default with respect to such matters that are susceptible to cure but cannot be reasonably cured within thirty (30) days, as extended by Force Majeure, so long as City has promptly commenced such cure, and diligently proceed in a reasonable manner to complete the same thereafter, or if such failure is as a direct result of any action, inaction or default by Developer.

(b) If any warranty or representation of City contained in this Agreement is untrue in any material respect as of the date made.

Section 28.04. City's Extended Cure Rights. In the event that City wishes to avail itself of the extended cure rights provided in this Section 28.04 in circumstances in which cure is possible, but cannot cure such cure rights within thirty (30) days of the date of notice of default, City shall promptly furnish to Developer a written statement specifying the actions undertaken or to be undertaken to cure such default and a timetable for the satisfaction of such actions, and thereafter, upon the written request of Developer, shall promptly provide such additional or updated information with respect to such actions as Developer may reasonably request.

Section 28.05. Remedies Generally. Subject to the Provisions of Article 27 hereof, if a Developer Default or City Default occurs, the Parties shall be entitled to pursue their respective rights and remedies pursuant to this Agreement or as may otherwise be available in law or equity.

Section 28.06. Developer's Remedies. With respect to a City Default, subject to the provisions of Article 27, Developer may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Pursue an action for damages incurred by or asserted against Developer as a result of the default by City; and

(b) Exercise or pursue any other remedy or cause of action permitted under this Agreement or conferred upon Developer at law or in equity, including, but not limited to, instituting an action for specific performance; and/or termination of this Agreement subject to compliance with the express terms of Section 28.08 hereof.

Section 28.07. City's Remedies. With respect to a Developer Default, subject to the provisions of Article 27, City may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Pursue an action for damages incurred by or asserted against City as a result of the default by Developer;

(b) Exercise or pursue any other remedy or cause of action permitted under this Agreement or conferred upon City at law or in equity, including, but not limited to, instituting an action for specific performance; and/or termination of this Agreement subject to compliance with the express terms of Section 28.08 hereof; and

(c) Regardless of any other provisions contained herein, City will be under no obligation to transfer any real property under this Agreement to the Developer if a Developer Default has been identified until such Developer Default has been cured or otherwise satisfactorily resolved.

Section 28.08. Mediation Prior to Termination. As a condition precedent to terminating this Agreement pursuant to Section 28.06(b) or Section 28.07(b) hereof, a Party wishing to terminate this Agreement must first submit the matter to mediation in accordance with Section 27.03 hereof to determine whether a Default has occurred and is continuing and whether termination of this Agreement is warranted based upon the occurrence of such Default. If mediation is unsuccessful, then the issues of whether a Default has occurred and is continuing and whether termination is warranted as a result of such Default must be submitted to binding arbitration solely to decide such issues. If the Parties do not mutually agree upon termination of this Agreement, a Party may terminate this Agreement only after an arbitrator has ruled that a Default has occurred and is continuing and termination of this Agreement is warranted.

Section 28.09. Arbitration Prior to Termination. Notwithstanding the provisions of Article 27 of this Agreement, the Parties agree that they will submit to arbitration the limited issues of whether a Default exists under this Agreement and as a result, whether termination of this Agreement is warranted. Said arbitration proceeding shall not determine any other issues, including a determination of damages of any variety. All other issues shall be resolved in accordance with the provisions of Article 27 of this Agreement. The arbitration and the selection of the arbitrators shall be in accordance with the rules of the American Arbitration Association with certain restrictions. These restrictions shall include:

(a) There shall be a single arbitrator and any and all arbitration proceedings shall take place at a location determined by the arbitrators;

(b) The issues to be decided by the arbitrator shall be limited to the issues of whether a Default exists under this Agreement and whether termination of this Agreement is warranted as a result of such Default;

(c) In reaching this decision, the arbitrator shall consider the evidence and briefs submitted by the parties as well as the terms of this Agreement, particularly the default provisions contained in Sections 28.01 and 28.03 hereof;

(d) Absent mutual written consent and agreement by the Parties, the arbitrator shall not be authorized to render a decision on any other liability or damages issues;

(e) Each Party shall have twenty (20) hearing hours (either through direct or cross examination) in which to present its case;

(f) The Parties shall be entitled to submit pre-arbitration and post-arbitration briefs, the length of which shall be determined by the arbitrator;

(g) The Parties shall not make opening or closing statements unless they mutually agree to do so and/or are requested-to-do so by the arbitrator;

(h) There shall be a stenographic record of the proceedings.

(i) The arbitrator shall be authorized to permit limited discovery prior to the hearing dates as he/she feels appropriate;

(j) The hearings shall be scheduled so that they conclude no later than one hundred and twenty (120) days from the date on which the arbitration demand is made; and

(k) The arbitrator shall make his/her ruling on the termination issue no later than fifteen (15) days after receiving the Parties' post-arbitration briefs.

ARTICLE 29 NOTICES

Section 29.01. Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, or (iii) transmitted by nationally recognized overnight courier service to the applicable party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) two (2) Business Days after the date of posting if transmitted by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) Business Day after pick-up if transmitted by a nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required or permitted to be given. Any Party hereto may change its address for purposes hereof by notice given to the other Parties in accordance with the provisions of this Article 29, but such notice shall not be deemed to have

been duly given unless and until it is actually received by the other Parties. Telephone numbers, facsimile numbers and e-mail addresses are for informational purposes only. Notice to a Party's counsel shall not constitute notice to the Party unless notice is also given to the Party as hereinafter set forth.

Notices hereunder shall be directed as follows:

To City:
Mayor's Office
City of West Haven
355 Main Street
West Haven, CT 06516
Attn: Hon. Edward M. O'Brien
Telephone: (203)937-3510
Fax: (203)937-3705
Email: eobrien@cityofwesthaven.com

With copies at the same time to:

Office of Corporation Counsel
City of West Haven
335 Main Street
West Haven, CT 06516
Attn: Vincent Amendola Jr., Esq.
Telephone: (203)937-3600
Fax: (203)937-3616
Email: vamendola@westhaven-ct.gov

Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
Attn: Gary B. O'Connor, Esq.
Telephone: (860) 424-4366
Fax: (860) 424-4370
E-mail: goconnor@pullcom.com

To Developer:
The Haven Group LLC
47 Highland Park Village, Suite 200
Dallas, TX 75205
Attn: Jason Claro
Telephone:
Fax:
Email: jclaro@aghillpartners.com

With copies at the same time to:
Bershtein Volpe & McKeon P.C.

105 Court Street, 3rd floor
New Haven, CT 06511
Attn: Raymond C. Bershtein, Esq.
Telephone: (203) 777-5802
Fax: (203) 777-5806
E-mail: rcb@bvmlaw.com

To Escrow Agent:
Stewart Title Insurance Company

Phone:
Fax:
Email:

ARTICLE 30 LIABILITY OF ESCROW AGENT

Section 30.01. Standard of Care. Escrow Agent shall not be liable for any act it may do or omit to do hereunder as escrow agent hereunder, while acting in good faith and in the exercise of its best judgment. Escrow Agent is hereby expressly authorized to comply with and obey any and all orders, judgment, or decrees of any court relating to this Agreement, and if Escrow Agent obeys or complies with such order, judgment or decree, it shall not be liable to either City or Developer or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside or vacated, or found to have been entered without jurisdiction.

Section 30.02. Reliance. Escrow Agent shall be entitled to rely, without liability therefor, upon any certificate or other document or other communication believed by it to be genuine and correct and to have been signed by the proper officer or person. In particular, but without limitation, Escrow Agent shall have no duty of any nature to investigate the accuracy of any notification from either party.

Section 30.03. Dispute. If any dispute shall arise as to the rights of Developer or City to the Deposit, the Escrow Agent may (a) commence an interpleader or similar action permitted stakeholders in the courts of the State of Connecticut, and deposit the escrow proceeds into the court where such action is commenced, or (b) retain the escrow proceeds pending either a settlement of the dispute or a final determination of the rights of the respective parties to the escrow proceeds made by a court of competent jurisdiction. During the course of any dispute involving litigation, the Escrow Agent may also deposit the escrow proceeds with the Clerk of the Court in which such litigation is pending and, thereupon, as in the action taken by the undersigned pursuant to clause (a) above, the Escrow Agent shall stand fully believed and discharged of any further liability or duties hereunder.

ARTICLE 31 MISCELLANEOUS

Section 31.01. Overriding Authority of City's Permitting Authorities. The drafting, pendency or execution of this Agreement is not intended to supplant or influence the role of City's Planning and Zoning Commission, Planning Director, Inland Wetlands and Watercourses Commission, or other regulatory body, authority or official with respect to any aspect of any zoning, subdivision, inland wetlands, coastal, building permit or other application which may now be, or hereinafter become necessary to complete the Project. The execution of this Agreement by City shall not be construed in any way to constitute a commentary on, or approval of or special consideration for or exemption from, any such application before or approval by City's Planning and Zoning Commission, Planning Director, Inland Wetlands and Watercourses Commission, or other regulatory body, authority or official in such capacity.

Section 31.02. Force Majeure. Whether stated or not, all periods of time in this Agreement are subject to this Section 31.02. No Party shall be considered in default of its obligations under this Agreement in the event of enforced delay due to, without its fault or negligence, any Force Majeure Event. In the event of any such enforced delay, the time or times for performance of the obligations of the Party claiming such enforced delay shall be extended for a reasonable time period commensurate with the impact of such event; provided, however, that the Party seeking the benefit of this Section 31.02 shall take commercially reasonable steps to mitigate the effects of such Force Majeure Event and, promptly after such Party knows of any such Force Majeure Event (as soon as practicable but no longer than ten (10) days), notify the other Party of the specific delay in writing and claim the right to a reasonable extension hereunder; provided, however, that any Party's failure to notify any other Party of a Force Majeure Event shall not alter, detract from or negate its character as an enforced delay if such Force Majeure Event was not known or reasonably discoverable by the Party claiming the benefit thereof.

Section 31.03. Payments. Notwithstanding anything to the contrary contained herein, if City or the Developer fails to make any payment due under this Agreement in full when due, that portion of the payment that remains unpaid shall bear interest at the interest rate per annum equal to the greater of (a) the prime rate published by the Wall Street Journal plus four percent (4%) per annum, and (b) nine percent (9%) per annum from the date due until paid in full.

Section 31.04. Term. This Agreement shall terminate and be of no further force and effect (except for provisions which by their terms explicitly survive the termination hereof) upon the earlier to occur of (i) any Construction Commencement Failure Date; (ii) the termination of this Agreement by any Party in accordance with this Agreement; and (iii) the expiration of the term of six (6) years from the Effective Date of this Agreement.

Section 31.05. Termination of Designation of Exclusive Developer. Developer's designation as Exclusive Developer shall cease and have no effect upon (i) the termination of this Agreement pursuant to the terms hereof; or (ii) six (6) years after the Effective Date, whichever occurs first.

Section 31.06. Cooperation; Appeals. City, as is appropriate and legal, which shall be determined by City in its sole discretion, shall at the request of Developer, join as co-applicant with respect to applications for governmental approvals and permits and, at the Developer's request, cooperate in the Developer's prosecution and/or defense of any appeals with respect thereto.

Section 31.07. Counterparts; Facsimile or Electronic Transmission. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original but together shall constitute but one and the same agreement.

Section 31.08. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Developer and City have contributed substantially and materially to the preparation of this Agreement.

Section 31.09. Facsimile Signatures. Signatures to this Agreement, any amendment hereof and any notice given hereunder, transmitted by pdf electronic transmission or telecopy shall be valid and effective to bind the party so signing.

Section 31.10. Conflict of Interests; City Representatives and Agents not Individually Liable. No member, official, employee, agent, or other authorized representative of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, employee, agent, or representative participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, employee, agent, or other authorized representative of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or its successor or on any obligations under the terms of this Agreement. No stockholder, member, director, manager, official, employee, agent, or other authorized representative of the Developer shall be personally liable to City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to City or its successor or on any obligations under the terms of this Agreement.

Section 31.11. Brokers. Each Party hereby represents and warrants to the other that there has been no real estate broker, finder or similar person acting on its behalf in connection with the transactions contemplated by this Agreement. Each Party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said Party or its representatives, said Party will indemnify and hold the other Party free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith. Developer is solely responsible for payment of all fees, claims, commissions or other amounts due and owing any broker claiming a commission through any agreement with the Developer. The provisions of this Section 31.11 shall survive the Closing and or the termination of this Agreement.

Section 31.12. No Partnership. No relationship between City and the Developer of partnership or joint venture is intended to be created hereby, and any such relationship is hereby expressly disclaimed.

Section 31.13. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any instrument transferring title to the properties from City to the Developer or any successor in interest, and any such instrument shall not be deemed to affect or impair the covenants of this Agreement.

Section 31.14. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative or unenforceable, neither the remainder of this Agreement nor the application of such term or provision to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable, shall be affected thereby; and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 31.15. Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference.

Section 31.16. Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons include their permitted successors and assigns; and (d) the headings of articles and sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement. The parties have jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Agreement, and, accordingly, it is agreed that no term or provision of this Agreement shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 31.17. Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Connecticut. Venue for purposes of any actions brought under this Agreement, or under any agreement or other document executed in conjunction herewith, shall be the state or federal courts located within and having jurisdiction over the State of Connecticut.

Section 31.18. Amendment and Waiver; Approvals. This Agreement may be amended or changed only by written instrument duly executed by all Parties and any alleged amendment or change which is not so documented shall not be effective as to any Party. Provisions of this Agreement may be waived by the Party hereto which is entitled to the benefit thereof by written waiver executed by such Party. The failure of any Party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. Except as otherwise explicitly stated in this Agreement, whenever an approval or consent is to be provided under this Agreement by any Party, such approval shall not be unreasonably withheld, conditioned or delayed. After all Developer Improvements have been completed the Parties shall act reasonably to review the

status of this Agreement and determine what rights and obligations remain hereunder and shall enter into a supplemental agreement as is necessary to effectuate the goals of the Parties.

Section 31.19. Confidentiality of Information. To the extent permitted by law (including, without limitation, the Freedom of Information Act), all information obtained by any Party from any other person or Party pursuant to this Agreement shall be and remain confidential; provided, however, that the foregoing restrictions shall not apply to the extent such information (a) is now, or hereafter becomes, through no act or failure to act on the part of the Party disclosing such information, generally known or available to the public, (b) is hereafter rightfully furnished to the disclosing Party by a third party, without restriction as to use or disclosure, or (c) is information the disclosing Party can document was independently developed by such Party; provided, however, that the foregoing restrictions shall not prevent any Party from disclosing such information, if any, (i) as may reasonably be required to carry out its obligations hereunder (including without limitation disclosure to its lenders, state funding sources or regulators, attorneys, accountants or consultants retained for the purposes of this transaction) or as reasonably requested by potential or current investors or as reasonably requested by a prospective construction lender or permanent lender or rating agency or as may be required in connection with any litigation or alternative dispute resolution proceedings between the parties to this Agreement, or (ii) as required by Applicable Law, court order or any rule, regulation or order of any governmental authority or agency having jurisdiction over the Parties or the Project; prior to disclosing any such information pursuant to clause (ii), the disclosing Party shall notify the other Parties, so that the other Parties may seek a protective order or other appropriate remedy.

Section 31.20. Successors and Assigns; Recording; No Lien.

(a) This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and, subject to the terms of Article 26, the Parties' respective permitted successors and assigns; provided, however, that if title is acquired by more than one Person, unless otherwise approved by City in writing, all such Persons acquiring any interest shall appoint one Person as their authorized representative to exercise all approval rights hereunder and shall provide written notice and evidence of such authority (or Developer shall provide written notice and evidence of an election to retain such rights) to City; provided, however, that this provision shall not be deemed as City's agreement to any transfer not permitted under Article 26.

(b) If required by City, this Agreement shall be recorded on the West Haven Land Records (i) against the Properties To Be Conveyed and (ii) against any remaining land on which the Developer Infrastructure is to be constructed, immediately following the recording of the conveyance of such real property to Developer. If required by City, Developer shall provide legal descriptions of such real property to be attached to this Agreement prior to recording same. Following Substantial Completion of the Developer Improvements and the Public Improvements, and at such other times as any Party may reasonably request, the Parties shall execute in recordable form supplemental agreements (or amendments and restatements of this Agreement), mutually approved by the Parties, deleting or terminating those provisions hereof relating to obligations that have been fully paid or performed by the Parties (or waived in writing by the Party(ies) benefiting therefrom), and the Parties shall record each such supplemental agreement (or amendment and restatement) in the West Haven Land Records if required by City.

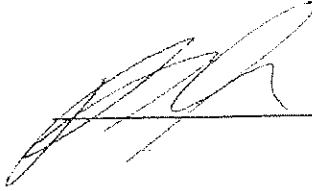
The Parties acknowledge and agree that this Agreement and the recording thereof in the West Haven Land Records, shall not create, or be deemed to create, a lien on the real property comprising The Haven South, or any other property.

Section 31.21. Additional Information. Developer recognizes that, in view of (a) the importance of the development of The Haven South to the general welfare of the West Haven community; and (b) the substantial efforts being made by City for the purposes of making such development possible, including the appropriation of certain public funds, the qualifications and identity of the Project developers are of particular concern to City. Developer further recognizes that it is in reliance on such qualifications and identity that City is entering into this Agreement with it and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants by it to be performed hereunder. Developer has made available to City or its representative for inspection such information, in such form, as City has reasonably requested, in order to enable City to determine the ownership and control of Developer and its financial condition. Developer agrees to update such information (and to provide reasonable financial information regarding Developer) upon request no more often than quarterly for inspection by City or its representative. The Parties acknowledge that the provision of such information, to the extent not public, shall be kept in confidence by City pursuant to Section 31.19.

[Signature Pages to Follow]

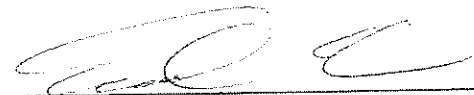
IN WITNESS WHEREOF, this Development Agreement has been executed as of the date first written above.

WITNESSES:



Robert Sandella

CITY OF WEST HAVEN

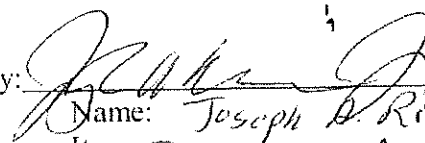
By: 

Edward M. O'Brien
Mayor

**WEST HAVEN REDEVELOPMENT
AGENCY**



Erin Anne Sweeney

By: 
Name: Joseph D. Riccio Jr
Its: Executive Director

[Remainder of Page Intentionally Left Blank - Developer Signature Page to Follow]

THE HAVEN GROUP LLC

a Delaware limited liability company

By: GALATYN HAVEN LP,

a Texas limited partnership,

its Manager

By: Galatyn Asset Management LLC,

a Texas limited liability company,

its General Partner

Name: May E. Van

Name: Joyce E. Waller

By: Tyree B. Miller
Name: Tyree B. Miller
Title: President

[Remainder of Page Intentionally Left Blank – Schedules and Exhibits to Follow]

LIST OF SCHEDULES AND EXHIBITS

Schedules

1. Schedule H: Real Properties under Agreement by Developer
2. Schedule L: Preliminary Development Schedule
3. Schedule 1.01(dd) : Limited Warranty Deed Form
4. Schedule 5.02: City Owned Real Properties within Project Area
5. Schedule 5.03: Acknowledgment of Purchase Price
6. Schedule 5.11: Legal Description of Kimberly Avenue Rear/Compost Site
7. Schedule 6.01: Escrow Agreement from Stewart Title Insurance Company
8. Schedule 8.01(a): Insurance Requirements for Access by Developer
9. Schedule 9.01: Required Project Properties
10. Schedule 11.01: Roads and portions of roads to be Discontinued
11. Schedule 13.04: Land Disposition Agreement regarding 105 Water Street, West Haven
12. Schedule 15.02 (e) : Conflicts
13. Schedule 15.02 (g) : Governmental Approvals
14. Schedule 15.02(j) : Parties in Possession
15. Schedule 15.02(l) : Existing Violations of Law
16. Schedule 15.02(m) : Present City Owned Real Properties Agreements or Proceedings
17. Schedule 15.02(n) : CERCLA Notices
18. Schedule 15.02(o) : Post-Closing Obligations
19. Schedule 16.03: Agreement For Fixing Assessment Of Improvements
20. Schedule 18.02(e): Development Infrastructure Items Subject to Public Open Space and Access Easement
21. Schedule 18.02(f): Development Infrastructure Items and Public Utilities to be Conveyed
22. Schedule 22.01: Construction Insurance Requirements

Exhibits

1. Exhibit A: Minutes Approving Designation of Development Agency
2. Exhibit B: Municipal Development Plan dated May, 2015
3. Exhibit C: Resolution designating Exclusive Developer
4. Exhibit D: The Haven South Site Plan
5. Exhibit E: Planning & Zoning 8-24 Report
6. Exhibit F: Resolution Approving Development Agreement
7. Exhibit 13.01: Brownfield Grant Materials

Schedule H

Real Properties Under Agreement by Developer

MAP	PARCEL	ADDRESS
50	43	65 Water Street
44	214	43 Water Street
44	215	5 Water Street
50	39	30 Elm Street
50	41	107 Water Street
50	40	38 Elm Street
50	45	44 Elm Street
50	44	106 Water Street
44	197	379 First Street
50	48	411 First Avenue
44	211	40 Water Street
44	212	58 Water Street
50	53	387 First Avenue
44	205	27 Richards Place
44	150	18 Richards Place
44	151	22 Richards Place
44	139	325 First Avenue
44	140	321 First Avenue
44	141	315 First Avenue
44	142	317 First Avenue
44	143	53 Main Street
44	144	45 Main Street
44	145	39 Main Street
44	146	37 Main Street

Standard Builders
5/05/98 15:17

[illegible]

Schedule 1.01(dd)

Limited Warranty Deed Form

After Recording return to:

LIMITED WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT:

THE CITY OF WEST HAVEN, a municipal corporation chartered under the laws of the State of Connecticut (the "Grantor"), for the consideration ONE AND 00/100 DOLLARS (\$1.00), and other good and valuable consideration, received to its full satisfaction from THE HAVEN GROUP LLC, a Delaware limited liability company with an address at 47 Highland Park Village, Suite 200, Dallas, Texas 75205 (the "Grantee"), does hereby give, grant, bargain, sell, and convey unto the Grantee, its successors and assigns, all right, title and interest of Grantor, in and to that certain piece or parcel of land, with the improvements thereon and appurtenances thereto, situated in the City of West Haven, County of New Haven, and State of Connecticut, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

TO HAVE AND TO HOLD the above granted and bargained Premises, with the improvements thereon and appurtenances thereto, unto the Grantee, its successors and assigns forever, to its and their own proper use and behoof, so that neither the Grantor nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the Premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

AND ALSO, the Grantor does, for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that, at and until the ensealing of these presents, Grantee is well seized of the premises as a good indefeasible estate in fee simple and has good right to bargain and sell the same in the manner and form as is provided herein, and that said premises are free from all encumbrances made or suffered by Grantor, except as is set forth in said Exhibit B,

AND FURTHERMORE, the Grantor does by these presents bind itself and its successors forever to warrant and defend the above-granted and bargained Premises to the Grantee, its successors and assigns, against all claims and demands of persons claiming by, through, or under the Grantor, but not as to those claiming otherwise, except as hereinabove mentioned.

IN WITNESS WHEREOF the Grantor has caused this Limited Warranty Deed to be executed this ____ day of _____, 2015.

IN WITNESS WHEREOF the Grantor has caused this Limited Warranty Deed to be executed this ____ day of _____, 2015.

Witnessed by:

GRANTOR

THE CITY OF WEST HAVEN

Witness: _____

By: _____

The Honorable Edward M. O'Brien
Its Mayor

Witness: _____

STATE OF CONNECTICUT)

) ss. WEST HAVEN

COUNTY OF NEW HAVEN)

On this ____ day of _____, 2015, before me, the undersigned personally appeared **Edward M. O'Brien** who acknowledged himself to be the Mayor of **The City of West Haven**, acting for and on behalf of the municipal corporation, and that as such Mayor, being authorized so to do, executed the foregoing instrument as his free act and deed and the free act and deed of the municipal corporation for the purposes therein contained, by signing the name of the municipal corporation by himself as such Mayor.

In witness whereof, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires:

Grantee's Current Mailing Address:

The Haven Group LLC
47 Highland Park Village, Suite 200
Dallas, Texas 75205

Exhibit A to the Limited Warranty Deed Form

[LEGAL DESCRIPTION OF THE PREMISES]

Exhibit B to the Limited Warranty Deed Form

Said premises are conveyed subject to the following:

1. Any and all laws, ordinances, governmental regulations and restrictive covenants regulating or prohibiting the occupancy, use or enjoyment of the land and regulating the character, size or location of any improvements now or hereafter erected on said premises.
2. Such state of facts as an accurate survey and/or physical inspection of said premises might reveal.
3. Such highway easements as may be established by actual highway layout.
4. Public utility easements furnishing services to the premises (including, but not limited to, water, sewer, gas, electricity and telephone).
5. Real Estate Taxes of the City of West Haven, assessed or imposed with respect to the Premises, which become due and payable on or after the date of the delivery of this deed, which taxes the Grantee assumes and agrees to pay, as part of the consideration for this deed.
6. Any municipal assessments including sewer use charges, sewer maintenance charges, water rents, fire district taxes and unpaid installments thereof, assessed or imposed with respect to the Premises, which assessments and/or installments become due and payable on or after the date of the delivery of this deed, which assessments and/or installments the Grantee hereby assumes and agrees to pay as part of this deed.
7. Any effect on the Premises of the fact that the same is, or may be, located in an area which qualifies the premises for government-subsidized insurance under the National Flood Insurance Act of 1968, as amended, and the maps promulgated or to be promulgated pursuant thereto.
8. [CONTINUED]

Schedule 5.02

City Owned Real Properties within Project Area

(1) **Bayview Park Place**

ALL THAT certain piece or parcel of land with all the buildings thereon and appurtenances thereto, situated in the City of West Haven, County of New Haven and State of Connecticut, and bounded as follows:

WESTERLY: by Bayview Place, one hundred and forty-five (145) feet, more or less;

NORTHERLY: by Main Street, one hundred and eighty-five (185) feet, more or less;

EASTERLY: by the waters of New Haven Harbor; and

SOUTHERLY: by land now or formerly of Walter H. Galaske and Helen C. Galaske, one hundred and eighty-five (185) feet, more or less by a line parallel with and sixty (60) feet distant northerly from the north line of land formerly of Anna E. Hogan, later of Elliot H. Morse and Salmon G. Pease and now of said Walter H. Galaske and Helen C. Galaske.

(2) **16 Elm Street**

All that certain piece or parcel of land, with the building and all other improvements thereon, situated in the Town of West Haven, County of New Haven, State of Connecticut, known as #16 Elm Street, bounded and described as follows:

Beginning at a point on the southerly street line of Elm Street, on the division line between land herein described and land now or formerly of Old Elm Wine & Liquor Incorporated:

thence easterly along said street line to West River;

thence southerly along West River to land now or formerly of said Old Elm Wine & Liquor, Incorporated;

thence westerly along land now or formerly of said Old Elm Wine & Liquor, Incorporated; to land now or formerly of said Old Elm Wine & Liquor, Incorporated;

thence northerly, 181 feet, more or less, continuing along land now or formerly of said Old Elm Wine & Liquor, Incorporated, to the point of beginning.

Together with and said premises are subject to all such water rights, wharf rights, riparian rights and privileges, and harbor lines connected with and appurtenant to the above described premises.

Together with all dock installations and facilities appurtenant to said land.

(3) **3 Richards Place**

ALL THAT certain piece or parcel of land with all the buildings and improvements thereon, situated in the Town of West Haven, County of New Haven and State of Connecticut, and known as No. 3 Richards Place, and described as follows:

SOUTH: by Richards Place, 41 feet, more or less;

WEST: by land now or formerly of Antonio Salvo, 100 feet;

NORTH: by land now or formerly of Antonio Salvo, 41 feet, more or less, by a straight line; and

EAST: by Water Street, 100 feet by a straight line.

(4) **7 Richards Place**

ALL THAT certain piece or parcel of land with all the buildings and improvements thereon, situated in the Town of West Haven, County of New Haven and State of Connecticut, and known as No. 7 Richards Place, and described as follows:

SOUTHERLY: by Richards Place, forty-three (43) feet;

WESTERLY: by land now or formerly of Antonio Salvo, one hundred (100) feet;

NORTHERLY: by land now or formerly of Antonio Salvo, forty-three (43) feet, by a straight line; and

EASTERLY: by land now or formerly of said Antonio Salvo, one hundred (100) feet, by a straight line.

(5) **70 Water Street**

All that certain piece or parcel of land with the buildings and all other improvements thereon, situated in the City of West Haven, County of New Haven and State of Connecticut, known as #66 to 80 Water Street, and bounded:

EAST: by Water Street, 135-1/2 feet, more or less;

NORTH: by Center Street, 149 feet, 7-1/4 inches, more or less;

WEST: by land now or formerly of Caroline L. Baggott, and land now or formerly of Rollin I. Hine, Mary L. Hine and Alice H. Hall, in part, and in part by land now or formerly of Xavier Pfaff, in all, 148 feet, 5-3/8 inches, more or less; and

SOUTH: in part by land now or formerly of Xavier Pfaff, and in part by land now or formerly of Anna M. Barstow, in all, 162 feet, 4-3/4 inches, more or less, by a bent line.

(6) 105 Water Street

All those three certain pieces or parcels of land, with the buildings and all other improvements thereon, situated in the Town of West Haven, County of New Haven and State of Connecticut, being delineated as Parcels 331, 332 and 333 on Map G-9 on file in the West Haven Town Assessor's Office, more particularly bounded and described as follows:

First Piece: known as #105 Water Street, bounded:

WEST: by Water Street, 156 feet, more or less;
NORTH: by land now or formerly of the West Haven Manufacturing Company;
EAST: by West Haven Channel; and
SOUTH: by a ditch separating the land herein described from land now or formerly of the heirs of Rollin W. Hine.

Second Piece: bounded:

WEST: by Water Street, 188 feet, more or less;
NORTH: by land now or formerly of Edward Shiner, 307 feet, more or less;
EAST: by the Channel of West River or New Haven Harbor; and
SOUTH: by land formerly of The Welch Coal Company, later of Edward B. McElligott and Thomas F. McElligott, 338 feet, more or less;

Third Piece: known as #79 Water Street, bounded:

WEST: by Water Street, 100 feet, more or less;
NORTH: by land formerly of Isaac Hine, deceased, 390 feet, more or less;
EAST: by West River Channel, 100 feet, more or less; and
SOUTH: by land now or formerly of William N. Barnett, 390 feet, more or less.

Said First, Second and Third Pieces are together with and subject to all water rights, wharf rights, riparian rights and privileges connected with and appurtenant to said premises.

Said Second Piece is subject to such statutory rights as may have been exercised in and over said land by the Town of Orange or the Borough of West Haven for the drainage of the adjacent highway.

Said First, Second and Third Pieces are subject to such lines as may be or may have been established by the Federal and State Harbor Commissions.

Schedule 5.03

Acknowledgment of Purchase Price

Map Number	Parcel Number	Address	Acreage	Appraisal Value
44	216	Bayview Place Park	.88	*
50	38	16 Elm Street	1.15	\$250,000
44	210	3 Richards Place	.09	\$21,000
44	209	7 Richards Place	.09	\$21,500
44	213	70 Water Street	.51	\$110,000
50	42	105 Water Street	4.14	\$901,000

* To be determined in accordance with C.G.S. 8-193.

Schedule 5.11

Legal Description of Kimberly Avenue Rear/Compost Site

That certain parcel of land situated in the Town of West Haven, County of New Haven and State of Connecticut, on the northerly side of the Present Connecticut Turnpike, containing 14.5 acres, more or less, bounded and described as follows:

- | | |
|---------------|---|
| SOUTHERLY | - by the northerly non-access highway line of the Present Connecticut Turnpike, a total distance of 1240.16 feet, more or less, by a line designated "Release Line," as shown on the map hereinafter referred to; |
| NORTHWESTERLY | - by land now or formerly of the New York, New Haven and Hartford Railroad Company, a total distance of 1464 feet, more or less; |
| SOUTHEASTERLY | - by the West River, 347 feet, more or less; |
| EASTERLY | - by the West River, a total distance of 812 feet, more or less. |

As may be Together with a Right of Way by virtue of an Encroachment Agreement or Permit as referenced in a Quit Claim Deed from the State of Connecticut to the City of West Haven dated March 25, 1988 and recorded April 12, 1988 in Volume 829 at Page 474 of the West Haven Land Records.

Schedule 6.01

Escrow Agreement from Stewart Title Insurance Company

ESCROW AGREEMENT (ADDENDUM TO CONTRACT)

As of this _____ day of _____, 2015, Stewart Title Insurance Company ("Escrow Agent"), City of West Haven, a Connecticut municipal corporation organized under the laws of the State of Connecticut with an address of 355 Main Street, West Haven, Connecticut, 06516 (the "City") and The Haven Group, a Delaware limited liability company with an address at 47 Highland Park Village, Suite 200, Dallas, Texas 75205 (the "Developer") agree that the escrow provisions of Article 6 of the Development Agreement between the City and the Developer, dated June ____, 2015, regarding the development of certain real property located in the Haven South Municipal Development Plan, West Haven, Connecticut (the "Agreement") are modified as follows:

1. Escrow Agent shall hold and dispose of the escrowed funds and/or documents (the "Deposit") in accordance with the terms and provisions of the Agreement and this Addendum.

2. All checks, money orders, drafts and wires will be processed in the normal course of business. Escrow Agent may commingle the Deposit with funds of others, and may, without limitation, deposit such funds in its trust or escrow account in a trust company, bank, or other financial institution of its choosing. Escrow Agent shall be under no obligation to invest the Deposit on behalf of any depositor, nor shall it be accountable for any incidental benefit attributable to the Deposit while it holds the Deposit.

3. Escrow Agent shall not disburse the Deposit except (i) in accordance with the terms of the Agreement, (ii) pursuant to joint written instructions of Buyer and Seller, or (iii) into any court of competent jurisdiction after a dispute regarding the Deposit has arisen, whereupon Escrow Agent's obligations hereunder shall terminate.

4. If there is a disagreement between Buyer and Seller concerning the Deposit, Escrow Agent may refuse to comply with the parties' claims or demands so long as the disagreement continues. In so refusing Escrow Agent shall make no delivery or other disposition of the Deposit, shall be liable to no one for such refusal, and shall be entitled to continue to refrain from acting until (i) the right of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction, or (ii) Buyer and Seller have notified Escrow Agent in writing that they have settled their differences.

5. Escrow Agent's fee for its services in holding and disbursing the Deposit shall be a reasonable fee not to exceed \$500.00, to be paid by Seller and Buyer equally, unless otherwise agreed. All fees, charges and expenses are due and payable on or before the

settlement date stated in the Agreement, and any such amounts may be retained by Escrow Agent out of the Deposit. Additional amounts which may become due for any reason shall be promptly paid to Escrow Agent. Escrow Agent shall not be required to advance its own funds for any purpose, provided, if Escrow Agent advances funds, Escrow Agent shall be promptly reimbursed by the party for whom the funds are advanced, and such optional advance shall not be an admission of liability on the part of Escrow Agent.

6. Signed approval of closing statements or other accounting of funds shall authorize Escrow Agent to disburse funds as shown thereon and to deliver instruments held in escrow as set forth in the escrow instructions. Upon completion of the disbursement of funds and delivery of instruments, Escrow Agent shall be released and discharged of its escrow obligations hereunder.

7. Buyer and Seller are aware that Federal Deposit Insurance Corporation ("FDIC") insurance applies only to a maximum amount of \$250,000 for each individual depositor, and agree that Escrow Agent assumes no responsibility for, nor will Buyer and Seller hold it liable for, any loss which may arise from the fact that the aggregate amount of any individual depositor's account may exceed \$250,000 and that the excess amount is not insured by the FDIC.

8. Escrow Agent is acting in the capacity of a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by Escrow Agent's gross negligence or willful malfeasance. Escrow Agent may rely upon, and shall be protected in acting or refraining from acting in reliance upon, any written notice or facsimile received by it and believed by it in good faith to have been signed by the party purporting to have signed the same. Seller and Buyer jointly and severally agree to indemnify and hold harmless Escrow Agent from any and all costs, damages and expenses, including but not limited to, courts costs and reasonable attorneys' fees, which may result from the obligations and duties of Escrow Agent (including those related to an Interpleader action), and do hereby jointly and severally release and waive any claims they may have against Escrow Agent which may result from its good faith performance or forbearance under this agreement including, but not limited to, a delay in the electronic wire transfer of funds.

9. Without limitation Escrow Agent shall not be liable for any loss or damage resulting from the following: (a) any defects or conditions of title to any property, except those insured against by a title insurance policy issued by Escrow Agent; (b) legal effect or desirability of any instrument prepared by it or exchanged by the parties hereto; (c) any default, error, action or omission of any other party; (d) the expiration of any time limit or other delay, unless such time limit was known to Escrow Agent and such loss is caused solely by the failure of Escrow Agent to proceed in its ordinary course of business; (e) any loss or impairment of funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, savings bank or savings association resulting from the failure, insolvency or suspension of such institution; (f) Escrow Agent asserting or failing to assert any cause of action or defense in any judicial, administrative, or other proceeding either in the interest of itself or any other party or parties.

10. If the Deposit is to bear interest: Escrow Agent is authorized and directed to open an interest-bearing account or sub-account. Interest from this account shall accrue for the account of the parties to be divided pursuant to the Agreement. **(Escrow Agent is unable to open an interest-bearing account until in receipt of a completed IRS Form W-9.)**

11. Any notice which may or must be given hereunder shall be addressed as follows, and shall be deemed given when so addressed and deposited in U.S. mails, postage prepaid:

If to the Company:
Attention: Escrow Administrator
Stewart Title Guaranty Company
280 Trumbull Street, 23rd Floor
Hartford, CT 06103

If to City:
Mayor's Office
City of West Haven
355 Main Street
West Haven, CT 06516
Attn: Hon. Edward M. O'Brien
Phone: (203)937-3510
Fax: (203)937-3705
Email: eobrien@cityofwesthaven.com

If to Developer:
The Haven Group LLC
47 Highland Park Village, Suite 200
Dallas, TX 75205
Attn: Sheldon Gordon
Phone: 203-618-1000
Email: sheldon@gordonholdings.com

(If no address is given, any party which must or may give notice under this agreement is excused from so doing. Notice shall be deemed given when deposited in the U.S. mails, postage prepaid, addressed as set forth in this paragraph.)

12. The terms hereof shall not be modified or amended except by a writing signed by the Escrow Agent, Seller and Buyer.

13. If there is any conflict between the terms of the Agreement and this Addendum, then the terms of this Addendum shall prevail.

14. This Addendum shall be construed, enforced and governed in accordance with the internal laws of the State of Connecticut, without regard to principles of conflicts of laws,

and shall be interpreted without regard to any presumption or other rule requiring construction against the party which drafted an agreement.

15. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be one and the same agreement. Signatures transmitted by electronic means shall be deemed the equivalent of original signatures in ink.

CITY

DEVELOPER

By: _____

By: _____

Duly authorized

Duly authorized

STEWART TITLE GUARANTY COMPANY

By: _____

Duly authorized

Schedule 8.01(a)

Insurance Requirements for Access by Developer

Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate

Automobile Liability and Physical Damage Coverage: \$ 1,000,000 combined single limit per occurrence

Umbrella Liability: \$10,000,000 per occurrence.

Workers' Compensation: Workers' compensation Connecticut statutory limits.

Schedule 9.01
Required Project Properties

MAP	PARCEL	ADDRESS
50	43	65 Water Street
44	214	43 Water Street
44	215	5 Water Street
50	39	30 Elm Street
50	41	107 Water Street
50	40	38 Elm Street
50	45	44 Elm Street
50	44	106 Water Street
44	197	379 First Street
50	48	411 First Avenue
44	148	30 Water Street
44	211	40 Water Street
44	212	58 Water Street
44	208	11 Richards Place
44	207	15 Richards Place
50	46	60 Elm Street
50	47	423 First Avenue
50	49	405 First Avenue
50	50	399 First Avenue
50	51	395 First Avenue
50	52	391 First Avenue
50	53	387 First Avenue
44	198	0 Center Street
44	199	365 First Avenue
44	200	357 First Avenue
44	201	353 First Avenue
44	202	349 First Avenue
44	203	341 First Avenue
44	204	337 First Avenue
44	205	27 Richards Place
44	206	21 Richards Place
44	150	18 Richards Place
44	151	22 Richards Place
44	139	325 First Avenue
44	140	321 First Avenue
44	141	315 First Avenue
44	142	317 First Avenue
44	143	53 Main Street
44	144	45 Main Street
44	145	39 Main Street
44	146	37 Main Street

Schedule 11.01

Roads and portions of roads to be Discontinued

- (1) Water Street
- (2) Center Street
- (3) Richards Place
- (4) Main Street – West of the intersection of Bayview Place and Main Street to the intersection of Main Street and Water Street)

Schedule 13.04

Land Disposition Agreement regarding 105 Water Street, West Haven

Land Disposition Agreement
105 Water Street West Haven CT

This Agreement (the "Agreement") is dated as of the _____ day of June, 2015 (the "Effective Date"), by and between the CITY OF WEST HAVEN, a Connecticut municipal corporation organized and existing under the laws of the State of Connecticut with a mailing address of 355 Main Street, West Haven, Connecticut, 06516 (the "**City**"), and THE HAVEN GROUP LLC, a Delaware limited liability company with an address at 47 Highland Park Village, Suite 200, Dallas, Texas 75205 (the "**Developer**"). Developer and City are sometimes referred to as (the "**Parties**").

WHEREAS, the City adopted The Haven South Municipal Development Plan on June 10, 2015 (the "**MDP**") by resolution of the West Haven City Council dated June 10, 2015;

WHEREAS, the Parties entered into a Development Agreement on June 10, 2015 (the "**Development Agreement**");

WHEREAS, the MDP and Development Agreement both contemplate the sale of certain City owned properties to the Developer;

WHEREAS, City holds title to certain real property located at 105 Water Street, West Haven, Connecticut, being more specifically described in **Exhibit A**, attached hereto and made a part hereof (the "**Property**") located within the MDP area and contemplated for sale by the Development Agreement;

WHEREAS, Developer desires to purchase the Property;

WHEREAS, City is willing to sell the Property to Developer on the terms and conditions hereinafter set forth and consistent with the MDP and the Development Agreement; and

WHEREAS, City has obtained financing from the Connecticut Department of Economic and Community Development ("**DECD**") for the purpose of remediating the Property in accordance with state environmental laws (the "**Brownfield Grant**").

WITNESSETH:

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1
Description of Property

1.1 Description of Property. City agrees to sell to Developer, and Developer agrees to purchase from City, subject to the terms and conditions of this Agreement, the Property described on Exhibit A, which property shall be conveyed together with the appurtenances thereto, including, without limitation, all easements, rights-of-way, privileges, licenses, and other rights and benefits belonging to, running with, or in any way relating to such real property.

SECTION 2

Purchase Price

2.1 Purchase Price. The purchase price (the "**Purchase Price**") to be paid by Developer to City for the Property is Nine Hundred One Thousand and 00/100 Dollars (\$901,000.00), payable at Closing, as hereinafter defined.

2.2 Adjustment of Cash and Acceptable Funds. The payment required at the Closing, as hereinafter defined, will be increased or decreased, as the case may be, to account for all items to be apportioned in accordance with the terms of this Agreement. All monies payable under this Agreement, unless otherwise specified herein, shall be paid by a cashier's check or by wire transfer of funds to an account designated by City or as otherwise specified by City.

SECTION 3

Closing

3.1 Date, Place and Time of Closing. The transfer of title to the Property pursuant to this Agreement (the "**Closing**") shall occur on June 19, 2015 or such earlier date as may be agreed upon by both Parties in writing (the "**Closing Date**"). The Closing shall take place at the office of Pullman & Comley, LLC, 850 Main Street, 8th Floor, Bridgeport, Connecticut 06601. Time is of the essence.

3.2 Financing Contingency. This Agreement is not conditioned upon a financing contingency.

3.3 Approval by the West Haven City Council. It shall be a condition of this Agreement that the West Haven City Council approve this Agreement prior to Closing and that any necessary approval by the West Haven Planning and Zoning Commission has been obtained.

SECTION 4

Due Diligence

4.1 Due Diligence. Developer acknowledges it has been and continues to be permitted to conduct a full investigation of the Property, including examination of any and all documentation with respect to the Property, examination of title to the Property, performance of tests to determine the presence or absence of hazardous wastes, asbestos, radon and other similar materials and substances, obtaining a current survey thereof, determination of the compliance of the Property with all applicable laws, rules, codes and regulations, (including, without limitation, inland wetlands approvals and zoning permit approval), conduct engineering inspections, test borings, soil tests, percolation tests, site evaluations and such other evaluations, inspections and tests as Developer desires, and conduct any other investigation Developer deems necessary (collectively, the "**Due Diligence**").

4.2 Environmental Reports. City has provided Developer with copies of any and all written materials, data and other information in its or its agents' custody or control related to the environmental condition of the Property as well as copies of all permits, grants, and permit applications with respect to the Property, (collectively the "**Environmental Reports**"). This disclosure of information shall be a continuing obligation of City up through the Closing and

thereafter until such time as issuance of the Notice of Completion as set forth in Section 14.9 below.

4.3 City makes no warranties or representations as to the accuracy, completeness or comprehensiveness of the Environmental Reports or any information contained in the Environmental Reports. Provided however, City represents that the Environmental Reports provided to Developer are complete copies of the reports in City's custody or control including all schedules and exhibits. For purposes of Developer's Due Diligence and for the purpose of evaluating the City's responsibility to address environmental conditions as set out in this Agreement: (i) it is the Parties' express understanding and agreement that the Environmental Reports are provided only for Developer's convenience in making its own examination and determination whether it wishes to purchase the Property, and in doing so, Developer shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on the Environmental Reports; (ii) Developer acknowledges that any information of any type which Developer has received or may receive from City, including without limitation the Environmental Reports, is furnished on the express condition that Developer shall make an independent verification of the accuracy of such information, all such information being furnished without any representations or warranty of City whatsoever. The provisions of this Section 4.3 shall survive the Closing or earlier termination of this Agreement.

4.4 Indemnification. From and after the date hereof through the Closing, City shall continue to make the Property available to Developer and its agents, consultants and engineers for such inspections and tests as Developer deems appropriate in connection with Developer's Due Diligence. Developer shall indemnify and hold City harmless from and against any and all liability, claims, lawsuits, loss, costs, including reasonable attorney's fees and related expenses on account of injury or death to any person, or damage to the Property and/or to other property arising out of the actions taken by Developer, its agents, engineers or consultants, in connection with Developer's performance of Due Diligence; provided however that in no event shall Developer be liable to City for (i) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property provided such release is not the direct result of actions or activities of Developer and/or its agents; (ii) any diminution in the market value of the Property resulting from the information disclosed by such investigation or testing; (iii) any negligence or misconduct of City or any agent, contractor or employee of City; or (iv) any pre-existing conditions on or about the Property. Developer shall maintain liability insurance in the minimum amount of \$1,000,000.00 insuring against such loss, cost or damage to the Property and shall, prior to entering the Property, provide to City a Certificate of Insurance evidencing the same with the City named as additional insured. The provisions of this Section 4.4 shall survive the Closing or earlier termination of this Agreement.

SECTION 5

Condition of Title

5.1 Acceptable Title. City shall, at Closing, convey fee simple title to the Property by delivery of a Connecticut form Special Warranty Deed including the provisions found in Exhibit 8.2 to this Agreement. Title to the Property shall be good and marketable, free from all encumbrances and defects not excepted in this Agreement. Developer shall bear the expense of recording said deed and of filing the survey, if any. Any title search, title insurance policy or

survey desired or required by Developer or any mortgagee shall be at the expense of Developer unless otherwise specifically provided herein.

5.2 Developer has satisfied itself that title to the Property is marketable and that all easements, conditions, rights-of-way and other matters affecting the Property will not materially interfere with the purposes for which Developer intends to use the Property. City shall have no obligation to cure title defects.

5.3 Without limiting the foregoing, Developer shall take title to the Property subject to the following: (i) any easements, covenants, conditions, rights-of-way or other matters of record, (ii) those easements, covenants and conditions referenced in Section 14, including specifically, but without limitation, (A) such easement(s) as City shall reserve in the Deed, as hereinafter defined, (or be granted by Developer) to permit access to the Property for the purpose of undertaking the required remediation, as more fully set forth in Section 15 and (B) such land use restrictions to be imposed as provided in Section 14, (iii) such other matters as are set forth in this Agreement, and (iv) such other encumbrances as may be imposed on the Property as a result of Developer's own acts or omissions (collectively, the "**Permitted Encumbrances**").

5.4 Encumbrances. In addition to those encumbrances set forth in Exhibit A attached hereto, the property described in said Exhibit A is to be conveyed and sold SUBJECT TO:

(a) Any and all laws, ordinances, governmental regulations and restrictive covenants regulating or prohibiting the occupancy, use or enjoyment of the land and regulating the character, size or location of any improvements now or hereafter erected on said land;

(b) Such state of facts as an accurate survey and/or physical inspection of said premises might reveal;

(c) Such highway easements as may be established by actual highway layout;

(d) Public utility easements furnishing services to the premises (such as water, sewer, gas, electricity and telephone) and not set forth in Exhibit A; and

(e) Any and all other encumbrances, deed restrictions and provisions described in this Agreement.

5.5 Survival. The provisions of this Section 5 shall survive the Closing or earlier termination of this Agreement.

SECTION 6

Representations

6.1 City's Representations, Warranties and Covenants. City represents and warrants to Developer as follows:

(a) City is duly organized and validly existing under the laws of its state of formation. City has the right, power and authority to enter into this Agreement and to

convey the Property in accordance with the terms and conditions of this Agreement, to engage in the transactions contemplated in this Agreement and to perform and observe the terms and provisions hereof;

(b) City has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and upon the execution and delivery of any document to be delivered by City on or prior to the Closing, this Agreement and such document shall constitute the valid and binding obligation and agreement of City, enforceable against City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors;

(c) Neither the execution, delivery or performance of this Agreement by City, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Property or any portion thereof pursuant to the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which City is bound;

(d) To City's knowledge, City has not received written notice of any pending suit, action or proceeding, which (i) if determined adversely to City, affects the use or value of the Property or (ii) questions the validity of this Agreement or any action taken or to be taken pursuant hereto or (iii) involves condemnation or eminent domain proceedings involving the Property or any portion thereof;

(e) Neither City nor any of City's respective constituents or affiliates nor any of their respective agents acting or benefiting in any capacity in connection with the purchase of the Property is a "Prohibited Person" under the Anti-Terrorism Law; and

(f) If after the date of this Agreement but prior to the Closing, any event occurs or condition exists that renders any of City's representations and warranties untrue, inaccurate or incorrect in any material respect, City shall promptly notify Developer. All such representations and warranties shall be deemed made by City on the date of this Agreement and at the time of Closing.

6.2 Developer's Representations, Warranties and Covenants. Developer represents and warrants to City as follows:

(a) Developer is duly organized and validly existing under the laws of Developer's state of formation. Developer has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions of this Agreement, to engage in the transactions contemplated in this Agreement and to perform and observe the terms and provisions hereof;

(b) Developer has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and upon the execution and delivery of any document to be delivered by Developer on or prior to the Closing, this Agreement and

such document shall constitute the valid and binding obligation and agreement of Developer, enforceable against Developer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors;

(c) Neither the execution, delivery or performance of this Agreement by Developer, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Developer is bound;

(d) To Developer's knowledge, Developer has received no written notice that any action or proceeding is pending or threatened, which questions the validity of this Agreement or any action taken or to be taken pursuant hereto;

(e) Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due or (v) made an offer of settlement, extension or composition to its creditors generally;

(f) Neither Developer nor any of Developer's respective constituents or affiliates nor any of their respective agents acting or benefiting in any capacity in connection with the purchase of the Property is a "Prohibited Person" under the Anti-Terrorism Law; and

(g) If, after the execution of this Agreement, any event occurs or condition exists that renders any of the foregoing representations and warranties untrue or misleading, Developer shall promptly notify City. All such representations and warranties shall be deemed made by Developer on the date of this Agreement and at the time of Closing.

SECTION 7

Condition at Time of Closing

7.1 Conditions Precedent to Developer's Obligations. The obligations of Developer under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Developer at or prior to Closing):

(a) All of the representations by City set forth in this Agreement hereto shall be true and correct in all material respects.

(b) City shall have performed, observed, and complied with all covenants and conditions required by this Agreement to be performed by City at or prior to Closing.

7.2 Conditions Precedent to City's Obligations. The obligations of City under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by City at or prior to Closing):

(a) All of the representations by Developer set forth in this Agreement hereto shall be true and correct in all material respects.

(b) Developer shall have performed, observed, and complied with all covenants and conditions required by this Agreement to be performed by Developer at or prior to Closing.

7.3 AS IS Condition of Property. Except as otherwise specifically provided in this Agreement, City makes no representation, promise or guaranty with respect to the condition or character of the Property. Developer acknowledges that except as otherwise specifically provided in this Agreement, Developer will be purchasing the Property on the basis of its examination and investigation and not in reliance on any representation or warranty of City or any agent, employee or representative of City. Developer realizes that the Property is being sold in "AS IS WHERE IS" condition ("with all faults") as of the date of Closing.

SECTION 8

Items to be Delivered at Closing

8.1 City's Items. At Closing, City shall deliver to Developer the following:

(a) Connecticut form Special Warranty Deed (the "Deed") for the Property, duly executed and acknowledged by the City, and in proper form for recording, and if applicable, together with any necessary conveyance tax forms and checks in payment of all conveyance taxes;

(b) A certification of non-foreign status in the form required by law;

(c) An affidavit required by Developer's title insurance company to issue the Developer's title policy without exception for mechanics and materialmen's liens;

(d) A municipal resolution approved by the West Haven City Council or minutes evidencing such approval authorizing entrance into and performance of this Agreement and authorizing the sale of the Property as set forth in this Agreement;

(e) A copy of the release of the negative pledge as described in Section 14.2 of this Agreement; and

(f) All other actions described in this Agreement as to be provided by City by Closing.

8.2 Developer's Obligations at Closing. At the Closing, Developer shall without limitation of Developer's obligations under this Agreement, deliver the following documents satisfactory in form and substance to City and City's counsel:

(a) The Purchase Price;

(b) Developer will provide City with a temporary access agreement consistent with the provisions found in Section 15 and substantially the same as the one set forth in **Schedule 8.2** of this Agreement. The temporary access agreement shall provide in recordable form that City has access to the Property for inspections, monitoring and remedial action relating to City's obligations under Article 14 of this Agreement which shall include an affirmative obligation that it be withdrawn when no longer required;

(c) Confirmation of the existence and subsistence of Developer and the authority of those executing for Developer, including without limitation, the following documents issued no earlier than thirty (30) days prior to Closing: (i) a certificate of good standing in the state of Developer's organization, (ii) a duly executed certificate from any officer of Developer confirming the incumbency of the signatories and the current force and effect of the resolution authorizing the execution of the documents under this Agreement and (iii) such other evidence or documentation reasonably required by Developer's title insurer;

(d) The Transfer Act Documents; and

(e) All other actions described in this Agreement as to be provided by Developer by Closing.

8.3 Developer's Obligation as to Use. Developer represents to City, at the time of entering into the Agreement and at Closing as follows:

(a) The Developer's purchase of the Property and its other undertakings under this Agreement are and will be for the purpose of development of the Property for use in connection with its business and not for speculation in land holding. Developer shall develop the Property and operate the Property consistent with the Development Agreement, the MDP and the Brownfield Grant including terms of scale, scope, timing and business operations; and

(b) Developer shall develop and operate the Property consistent with all terms of this Agreement.

SECTION 9

Taxes

9.1 Real Estate Taxes and Assessments/Utilities City Owned Properties. At Closing of title, there shall be no adjustment of real property taxes due the City of West Haven for the Property as it is presently exempt from taxation; however, the Developer shall be liable for the payment of municipal taxes on that portion of such property which was so exempt in accordance with C.G.S. §12-81a. It is understood that from the date of conveyance, the Developer in addition, shall become obligated for payment of water charges or assessment to the City of West Haven. Said charges, shall be paid by the Developer promptly upon determination of liability therefor.

9.2 Developer and City agree that notwithstanding the above provisions regarding assessment that Developer does not waive and instead expressly preserves any and all rights it has to review and appeal any assessments made on the Property.

SECTION 10

Brokers

10.1 Brokers. Each Party hereby represents and warrants to the other that there has been no real estate broker, finder or similar person acting on its behalf in connection with the transactions contemplated by this Agreement. Each Party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said Party or its representatives, said Party will indemnify and hold the other Party free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith. Developer is solely responsible for payment of all fees, claims, commissions or other amounts due and owing any broker. The provisions of this Section 10 shall survive the Closing and or the termination of this Agreement.

SECTION 11

Eminent Domain and Casualty

11.1 Eminent Domain. In the event City receives any notice of a taking or proposed taking (the "**Taking**") of the Property prior to Closing, or, the City initiates any Eminent Domain proceeding in any way affecting the Property, City shall promptly deliver a copy of such notice to Developer. If all or any part of the Property has been or is taken prior to Closing, or if any proceeding for a Taking has been or is commenced prior to Closing, or if notice of the contemplated commencement thereof has been or is given to City and/or Developer prior to Closing, Developer shall have the right to terminate this Agreement by notice to City within ten (10) days after receipt by Developer of written notice of the Taking or the proposed Taking. If Developer shall not terminate this Agreement, the Purchase Price shall be reduced by the total of all awards or damages received prior to Closing by City and any party claiming under or through City; and City and any party claiming under or through City shall, at Closing, assign to Developer all right, title and interest in and to all awards or damages to which City or such party may have become entitled or may thereafter be entitled by reason of any exercise of the power of eminent domain or condemnation with respect to or for the Taking of the Property or any portion thereof. City shall not settle any claim for any award or damages for any Taking or proposed Taking without the prior written consent of Developer.

11.2 Casualty. The City shall bear the risk of loss or damage to the land and all improvements located at the Property by fire or other cause until the Closing Date. In the event such land and improvements shall be substantially damaged or destroyed by reason of fire, storm, accident, or other casualty, either City or Developer may cancel this Agreement upon written notice to the other within ten (10) days after the date of such casualty whereupon neither party shall have any further rights or liabilities hereunder. In such event, this Agreement shall be deemed canceled and terminated and neither party shall have any rights against the other hereunder or by virtue hereof and all Deposits shall be returned to Developer forthwith. If neither party gives notice of termination as hereinabove provided, Developer shall take title to

the Property, provided, however, City shall pay to Developer the insurance proceeds received by City, if any, with regard to such destruction or casualty. Until the Closing, City shall maintain in full force its current policy insuring against loss of, or damage to, the Property. City shall notify Developer in writing of any damage to or destruction of the Property within five (5) days after City learns of such damage or destruction.

SECTION 12

Default

12.1 In General. Except as otherwise provided in the Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by any of the Parties hereto, or any successor to such party, such party (or successor) shall, upon written notice from another, proceed immediately to cure or remedy such default or breach, in any event, within five (5) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SECTION 13

Assignment and Notices

13.1 Assignment and Assumption. Developer shall not have the right to assign this Agreement and its rights hereunder to any third party without the prior written consent of City which consent shall not be unreasonably withheld.

13.2 Notices. Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be directed as follows:

To City:

Mayor's Office
City of West Haven
355 Main Street
West Haven, CT 06516
Attn: Hon. Edward M. O'Brien
Phone: (203)937-3510
Fax: (203)937-3705
Email: eobrien@cityofwesthaven.com

With copies at the same time to:

Office of Corporation Counsel
City of West Haven
335 Main Street
West Haven, CT 06516

Attn: Vincent Amendola Jr., Esq.
Phone: (203)937-3600
Fax: (203)937-3616
Email: vamendola@westhaven-ct.gov

Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
Attn: Gary B. O'Connor, Esq.
Telephone: (860) 424-4366
Facsimile: (860) 424-4370
E-mail: goconnor@pullcom.com

To Developer:

The Haven Group LLC
47 Highland Park Village, Suite 200
Dallas, TX 75205
Attn: Jason Claro
Phone:
Fax:
Email: jclaro@aghillpartners.com.

With copies at the same time to:

Bershtein Volpe & McKeon P.C.
105 Court Street, 3rd floor
New Haven, CT 06511
Attn: Raymond C. Bershtein, Esq.
Telephone: (203) 777-5802
Facsimile: (203)777-5806
E-mail: rcb@bvmlaw.com

or to such changed address as a party hereto shall designate to the other Parties hereto from time to time in writing. Notices shall be (i) delivered by Federal Express, United Parcel Service or other comparable nation-wide overnight courier service to the offices set forth above, in which case they shall be deemed delivered on the date of delivery (or first business day thereafter if delivered other than on a business day or after 5:00 p.m. New York City time to said offices); or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the third day after the date of deposit in the U.S. Mail; or (iii) delivered via facsimile transmission with confirmation of transmission.

SECTION 14

Special Environmental Conditions

14.1 Transfer Act. Developer shall, no later than five (5) days prior to the conveyance of the Property, have prepared and delivered to City the appropriate Transfer Act form, Environmental Condition Assessment Form and any other documents necessary for a complete Transfer Act filing (the "Transfer Act Documents") by City. City shall timely review and provide Developer with any comments on the Transfer Act forms. City shall execute the Transfer Act forms as the real property transferor and "certifying party", as that term is defined in the Transfer Act, in conformance with the Transfer Act. Developer shall execute the Transfer Act Documents as the transferee. Within ten (10) days subsequent to such conveyance, City shall file the Transfer Act forms with the Department of Energy and Environmental Protection ("DEEP") provided, however, that the initial filing fee shall be paid by City (by deducting the amount of the filing fee from the Purchase Price at Closing) otherwise City shall not be obligated to reimburse any other DEEP fees, including any subsequent filing fees in the event DEEP does not delegate approval authority to an LEP. If the DEEP should reject or require amendment of any Transfer Act Documents, Developer shall be responsible for complying with, or obtaining compliance with, such request from the DEEP.

14.2 The Remediation Activities. The Parties acknowledge that City is the recipient of a Brownfield Grant for Two Million and 00/100 Dollars (\$2,000,000.00) from the State of Connecticut documentation of which is provided hereto as **Exhibit 14.1**. This grant is for predevelopment site work related to the removal of hazardous conditions including environmental investigation, abatement, demolition, and other remedial activities at property located at 105 Water Street and 16 Elm Street, West Haven, Connecticut. City has caused the Property to be entered into the VRP and will enter it into the Connecticut Transfer Act both of which require remedial activities be undertaken in compliance with State laws and regulations. The remedial obligations described in this Section 14.2 individually and cumulatively from any of the sources listed herein are hereinafter referred to as the "**Remediation Activities**." The Parties, in accord with their respective responsibilities as set forth in this Agreement, shall conduct any and all actions necessary to fulfill the requirements of the VRP and the Transfer Act until issuance of a Notice of Completion as set forth in Section 14.9 below is received.

14.3 Brownfield Grant Obligations, Negative Pledge and Use Restriction. The Brownfield Grant contains several obligations and a negative pledge and use restriction all of which are contained in Exhibit 14.1. The Parties acknowledge and agree to comply with all the terms of the Brownfield Grant except to the extent released by DECD. It is a condition of closing that the negative pledge required by DECD per Exhibit 14.1 be released prior to closing.

14.4 The Remedial Action Plan. The Parties acknowledge receipt of the November 2014 Remedial Action Plan ("**RAP**") which addresses compliance with the RSRs in as cost-effective and expeditious a manner as practicable. The RAP must be revised to reflect the current planned development of the Property as described in the MDP and in accordance with the final site plan. Developer will use best efforts to provide a final site plan as soon as possible and acknowledges that time is of the essence in this effort. A revised Remedial Action Plan ("**Revised RAP**") will be developed by City as required for compliance with the Brownfield Grant, the Transfer Act and the VRP subject to DEEP review and approval. A draft of the

Revised RAP will be provided to Developer within ten (10) days of preparation for Developer's review and comment.

14.5 Environmental Land Use Restriction. The Parties acknowledge and agree to the use of an Environmental Land Use Restriction (the "**ELUR**") as defined in R.C.S.A. §22a-133q1 et. seq., as part of the Remediation Activities. The ELUR will be used to render soils across much of the Property "inaccessible" as defined by Section 22a-133k-1(a)(32) of the Remediation Standard Regulations of the State of Connecticut (R.C.S.A. §22a-133k-1 et. seq.) (the "**RSRs**") and must be approved by DEEP in accordance with the RSRs.

14.6 City's Obligations. City is diligently undertaking the Brownfield Grant obligations and will perform and complete, or cause to be performed and completed the Remediation Activities in accordance with the Brownfield Grant, the VRP and the Transfer Act. This obligation will continue upon transfer of the Property. Provided however, the Parties acknowledge and agree that the City's obligations under this Article 14 shall cease in their entirety upon full disbursement of the \$2,000,000 Brownfield Grant or upon Issuance of the Notice of Completion as set forth in Section 14.9 below, whichever is earlier. The City shall use best efforts to allocate the Brownfield Grant monies proportionately and effectively between the 16 Elm Street and 105 Water Street properties based on the amount of remediation required and the cost of such remediation.

14.7 City's Remediation Activities. City shall utilize the Brownfield Grant funds to investigate, remediate and monitor the Property to the appropriate standard in compliance with the RSRs, the VRP and the Transfer Act in a cost effective and expeditious manner until full disbursement of the \$2,000,000 Brownfield Grant or upon Issuance of the Notice of Completion as set forth in Section 14.9 below, whichever is earlier ("**City's Remediation Activities**"). Developer acknowledges and understands that the remediation planned for the Property includes the construction of a parking lot or similar structure by Developer, which will be constructed at Developer's sole cost and expense, in compliance with the requirements set forth in the RSRs and as may otherwise be required to complete the Remediation Activities in full accord with all applicable federal, state and local laws and regulations. City shall provide Developer with written periodic updates on the City's Remediation Activities at least quarterly, including use of the Brownfield Grant funds and expected date of exhaustion.

14.8 Developer's Remediation Activities. If, after the funds available to the City under the Brownfield Grant have been exhausted, any additional activities are required to complete the Remediation Activities including any activities required to satisfy the VRP or the Transfer Act in compliance with all federal, state and local laws and regulations ("**Developer's Remediation Activities**"), Developer shall undertake these activities at its sole cost and expense. Developer's Remediation Activities may include but are not limited to: importations of clean fill to isolate soils, compaction, grading and paving of areas, preparation of any and all required reports, forms, documents, surveys, agreements and other actions required for the approval and filing of the ELUR, verification or other DEEP required materials, and any required post remediation monitoring or actions. Developer shall provide City with written periodic updates on the Developer's Remediation Activities at least quarterly.

14.9 Satisfaction of Remediation Activities. The obligations of the City or Developer, as the case may be, to complete the Remediation Activities shall be deemed satisfied and shall terminate upon the issuance of a Notice of Completion for the Property. For purposes hereof, a "Notice of Completion" shall be deemed issued upon the earlier of:

(a) The receipt of a verification issued by an LEP (in accordance with the VRP, Transfer Act and related regulations) and the earlier to occur of the following:

(i) Receipt of a no audit letter from DEEP;

(ii) The completion of a DEEP audit of the verification which finds no further action is required; or

(iii) The expiration of the applicable audit period with no finding of additional action required.

(b) Written approval from the Commissioner of the DEEP stating that the Commissioner has approved the completed site remediation measures at the Property.

In the event that the verification is audited by DEEP, and the remediation is found to be incomplete or deficient, the City, or Developer if the Brownfield Grant has been exhausted, shall perform whatever tasks are required in order for a verification to be issued that will satisfy the DEEP audit process consistent with the RSRs and DEEP procedures.

14.10 Remediation Standards.

(a) With respect to any portion of the Property which is reasonably identified as planned for outdoor recreational activity, as such term is used in the RSRs, the Parties shall apply the residential remediation standards and criteria as set forth in the RSRs and any other alternative criteria provided in the RSRs that will not prohibit outdoor recreational use.

(b) With respect to any portion of the Property which will not be used for outdoor recreational activity, including but not limited to roadways, the Parties, to the extent permitted by the RSRs and upon DEEP approval, as required, of an ELUR may apply the commercial/industrial standards and criteria as set forth in the RSRs, and other alternatives to more stringent standards of remediation including but not limited to application of the polluted fill policy. An ELUR may be utilized, as appropriate, for the prohibition of residential activity, installation and maintenance of engineered controls, non-disturbance of soils and prevention of migration into soils in excess of the pollutant mobility criteria, provided that no standard, criteria, or alternative, including without limitation any ELUR, shall be utilized with respect to the Property that prevents or materially interferes with the use of such real property as contemplated by this Agreement, the MDP and the Development Agreement. City shall reasonably cooperate with Developer to satisfy the requirements for preparation, DEEP approval and execution and filing of an ELUR on applicable portions of the Property, at the sole cost and expense of Developer.

(c) Notwithstanding the RSRs, Developer shall be responsible for any other environmental costs or expense reasonably incurred for the excavation, treatment, transport or disposal of any contaminated soil, sediment or groundwater encountered on the Property that is not otherwise subject to regulation or part of the City's Remediation Activities.

(d) The Parties shall comply with all other environmental laws, regulations, guidance and orders that may apply to the activities to be performed (including, without limitation, any spill reporting and notification of significant environmental hazards.)

14.11 Provision of Documents.

(a) The Parties will keep each other apprised of all plans and progress and within five (5) business days of receipt shall provide each other with copies of all correspondence, reports, permits and permit applications whether generated by City, Developer or either of their LEP or other agents, or DEEP.

(b) City shall promptly provide Developer with final drafts of all documents relating to any proposed investigation, environmental remediation, removal alternative, ELUR and monitoring in a timely manner and, if such documents must be filed with the DEEP, not later than at least ten (10) Business Days prior to submission thereof to the DEEP. Within ten (10) Business Days after receipt of a document (or as soon as practicable should the requirements of the DEEP not allow for ten (10) Business Days, or as otherwise agreed to by the Parties), Developer may, at its discretion and expense, provide comments for City's consideration on such.

(c) Developer shall promptly provide City with final drafts of all documents relating to any proposed investigation, environmental remediation, removal alternative, ELUR and monitoring in a timely manner and, if such documents must be filed with the DEEP, not later than at least ten (10) Business Days prior to submission thereof to the DEEP. Within ten (10) Business Days after receipt of a document (or as soon as practicable should the requirements of the DEEP not allow for ten (10) Business Days, or as otherwise agreed to by the Parties), City may, at its discretion and expense, provide comments for Developer's consideration on such. With respect to any City comment(s) that reasonably alleges that a proposed environmental action will have a material adverse effect upon City's duty under the VRP or Transfer Act, Developer may not conduct such action until such time as City and Developer have discussed such comment(s) and made commercially reasonable efforts to resolve the matter.

14.12 Licensed Environmental Professional. The Parties shall perform the Remediation Activities under the direction of a person licensed pursuant to C.G.S. §22a-133v ("Licensed Environmental Professional" or "LEP") in good standing on the rolls maintained by the DEEP. City, at its sole cost and expense, shall be entitled to engage an LEP to observe any environmental investigation and environmental remediation activities and collect split or duplicate samples. The Parties' LEPs shall cooperate to perform the field work in an efficient manner. City shall not be obligated to analyze any such samples collected by its LEP; however, any such analysis shall only be performed in accordance with the collection and analysis

standards applicable under the RSRs. Developer shall provide City with notice at least one (1) week in advance of any environmental remediation, sampling or investigation activities on City Parcels.

14.13 Reliance. Each Party shall provide the other Party with satisfactory documentation from its LEP and any other professionals or other agents involved with or in any way carrying out the Remediation Activities giving that Party full rights of reliance upon the work and services being so provided.

14.14 Cooperation.

(a) The Parties will fully cooperate in efforts to obtain approval from DEEP for the placement of an ELUR on the Property which may include provisions providing that certain areas of the Property will not be disturbed or buildings or other impervious cover demolished or disturbed. In connection with efforts to obtain DEEP approval of an ELUR, the Developer will execute and cooperate in the filing of the ELUR and any supporting application or other documentation that must be provided by the then current owner of the Property. If City is seeking the ELUR as part of City's Remediation Activities it will provide Developer with a draft of the proposed ELUR for its review and comment when available. In addition, Developer will subordinate its interest in the Property and will cause its tenants, lenders and any other holder of an interest placed upon the Property during the period of Developer's ownership of the Property and their successors and assigns to subordinate their respective interests in the event an ELUR is proposed by City for DEEP approval. To the extent not covered by the Brownfield Grant, Developer will be responsible for any long term maintenance or other obligations associated with the ELUR. Developer will cause any lender to acknowledge this subordination requirement at or before the Closing. At the Closing the Developer shall file on the Land Records such documentation as necessary to subordinate any interests of the Property it or its successors or assigns may have that arise on or after the Closing to the future ELUR contemplated by this section.

(b) City will conduct its activities in such a manner as to minimize any disturbance to Developer's activities, construction and use on the Property. However, Developer acknowledges that such activities may cause some disturbance, and agrees it will have to tolerate the same, provided, City will attempt not to inconvenience Developer and whenever reasonably possible, give Developer reasonable notice, but shall not be liable for inconvenience, annoyance, disturbance or other damage to Developer by reason of carrying out such investigations, remediation and monitoring provided it is done in a reasonable manner. Developer shall use reasonable efforts to not materially interfere with or delay the City's performance of City's Remediation Activities.

(c) To the extent available, Developer shall provide (without mark-up) to the City, at the City's cost using funds available under the Brownfield Grant, all water, heat, traffic management, electricity and other utilities necessary to perform remediation.

14.15 Post-closing Work. Developer agrees to cooperate with the Remediation Activities, not to materially interfere with any such work, and not to disturb any engineered

control, remediation system, monitoring station or well, without prior consent of City. City shall be entitled to impose covenants and restrictions running with the land in the Deed prohibiting the use of the groundwater and prohibiting the disturbance of soil below the final grade of the Property as may be required by the RAP; provided, however, such restrictions and covenants will permit such disturbance if (i) in connection with the installation of pilings and footings relating to the buildings to be located on the Property, the installation of utilities and other reasonable site development activities, and (ii) the Developer assumes responsibility for all costs related to such installations and site development activities, including the cost of soil excavation, the removal of any hazardous substances in accordance with environmental law and all costs associated with any permanent or temporary modification or release of any ELUR approved by DEEP and encumbering the Property. So long as City remains obligated under the VRP or Transfer Act, Developer will provide City with 48 hours' prior notice of any construction or site activity that will disturb soil on the Property.

14.16 Permits and Compliance with Law.

(a) City shall be responsible for obtaining any permits, licenses, consents and other approvals necessary or required to perform the City's Remediation Activities. All work performed by City shall be accomplished in a good and workmanlike manner, in compliance with all applicable governmental laws, codes, rules, permits and regulations, including, without limitation, regulations promulgated pursuant to the Occupational Safety and Health Act. City shall not allow the Property to become subject to any mechanic's or materialman's lien as of a result of work performed by or on behalf of the City at the Property.

(b) Developer shall be responsible for obtaining any permits, licenses, consents and other approvals necessary or required to perform Developer's Remediation Activities. All work performed by the Developer shall be accomplished in a good and workmanlike manner, in compliance with all applicable governmental laws, codes, rules, permits and regulations, including, without limitation, regulations promulgated pursuant to the Occupational Safety and Health Act.

14.17 Insurance. City will cause each of its contractors operating on the Property to submit a certificate or certificates of insurance for the types of insurance that are customary for remediation contractors conducting the type of activities contemplated by this Agreement. Prior to commencing remediation, the Parties shall consult with each other in good faith to agree on commercially reasonable insurance requirements for such contractors. Additionally, City will cause each of its contractors continuing to work on the Property to furnish, within thirty (30) days before the expiration of the coverage of any required insurance, a certificate or certificates certifying that such insurance has been renewed and remains in full force and effect.

14.18 Coordination of Activities. Developer and City acknowledge and agree to share information, plans, and work schedules and to use best commercial efforts to ensure all available efficiencies are captured.

14.19 Developer's Environmental Indemnification of City.

(a) Subject to Section 14.20 and the limitations set forth below, City shall have no liability for and Developer shall indemnify, defend and hold harmless the City, its boards, commissions, agencies, officers, officials, employees, agents and contractors collectively or individually (the “**City Indemnitees**”) from and against any and all liability, loss, cost and expenses, claims, suits, actions and demands including reasonable attorneys’ fees and costs and environmental consultant costs, (“**Environmental Expenses**”) arising from

(i) Developer’s breach of any term, condition or obligation of Section 14 of this Agreement; and

(ii) Any Remediation Activities required under the VRP or Transfer Act to achieve Notice of Completion after full disbursement of the Brownfield Grant funds.

(b) Notwithstanding the above, Developer’s obligations under this Section 14.19 do not include and expressly exclude any and all Environmental Expenses that are (i) related to the City’s breach of any term, condition or obligation of this Agreement, the Transfer Act, any environmental laws, or any other State or Federal Laws or (ii) subject to the City’s environmental indemnification of Developer as set forth in Section 14.20 below.

14.20 City’s Environmental Indemnification of Developer.

(a) Subject to Section 14.19 and the limitations set forth below, Developer shall have no liability for and City shall indemnify, defend and hold harmless the Developer, its successors and assigns and its and their members, managers, officers, directors, affiliated companies, employees, agents, representatives and contractors collectively or individually (the “**Developer Indemnitees**”) from and against any and all **Environmental Expenses** arising from

(i) City’s breach of any term, condition or obligation of Section 14 of this Agreement; and

(ii) City’s failure to conduct or complete City’s Remediation Activities.

(b) Notwithstanding the above, City’s obligations under this Section 14.20 do not include and expressly exclude any and all Environmental Expenses that are (i) related to the Developer’s breach of any term, condition or obligation of this Agreement, any environmental laws, or any other State or Federal Laws or (ii) subject to the Developer’s environmental indemnification of City as set forth in Section 14.19 above.

14.21 Developer’s Right to Cure.

(a) In the event that City fails to conduct and complete City’s Remediation Activities, Developer shall have the right, but not the obligation, to conduct such activities. Prior to the conduct of any such activities by Developer, Developer shall

provide written notice to City of its intent to conduct City's Remediation Activities (the "Notification Letter"). City shall have ten (10) days from the date of receipt of the Notification Letter to respond in writing to Developer with its plan and schedule to conduct City's Remediation Activities and shall initiate implementation of the activities no later than thirty (30) days from the date of receipt of the Notification Letter. If City does not respond to Developer in writing or initiate implementation of City's Remediation Activities as specified in the preceding sentence, Developer may elect to proceed to conduct City's Remediation Activities. If Developer elects to conduct any or all of City's Remediation Activities, Developer shall have the right to offset any and all costs incurred by Developer from any funds owed to the City under the Development Agreement to the extent such failure to conduct City's Remediation Activities is due to City's negligence, willful misconduct or intentional refusal to accept funding.

(b) Notwithstanding the above, City's obligations under Section 14.20(a)(ii) and Developer's right to offset under this Section do not include and expressly exclude any and all Environmental Expenses that exceed the Brownfield Grant funds.

14.22 Survival. All provisions in Section 14 shall survive the Closing and shall be binding on the Parties, their successors and assigns.

SECTION 15

Rights Of Access To Property

15.1 Access to Property. Developer hereby grants to City and its contractors, subcontractors, LEPs and other necessary parties ("**Remediation Parties**") a temporary license which the City may record on the land records of the City of West Haven providing that City shall have full and complete access to the Property at reasonable times and with as little disruption of Developer's or its tenants' business operations as possible for the purpose of effecting any and all remediation required of it pursuant to this Agreement. In connection therewith, the Remediation Parties shall have the right to conduct such tests of the Property as it deems necessary or desirable, and to install, operate, maintain and remove improvements and equipment thereon relating to the implementation of the Revised RAP, all upon reasonable prior notice to Developer and its tenants. Such activity shall be scheduled in conjunction with Developer, so as to result in minimal interruption or disruption in Developer's operations. Developer will reasonably cooperate with the Remediation Parties in such scheduling. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section 15.1. City shall indemnify and hold Developer harmless from and against any and all liability, claims, lawsuits, loss, costs, including reasonable attorney's fees and related expenses on account of injury or death to any person, or damage to the Property and/or to other property related to actions taken by City, its agents, engineers or consultants, in connection with City's performance of the City's Remediation Activities.

15.2 Survival. All provisions in Section 15 shall survive the Closing or earlier termination of this Agreement and shall be binding on the Parties, their successors and assigns.

SECTION 16

Reversion

16.1 City agrees to comply with its obligation regarding the sale of additional properties to Developer as described in the Development Agreement. If City should fail to comply with this obligation upon the satisfaction of all conditions precedent under the Development Agreement, Developer shall provide City with notice of such failure within ten (10) days of becoming aware. City shall have ninety (90) days from receipt of such notice to cure. If City does not cure then Developer, at its sole option and discretion, shall be entitled to the return of its purchase price which shall occur upon the reversion of title to the Property to the City. City's obligations under this Section 16.1 are expressly conditioned upon Developer providing satisfactory evidence that the Property upon reversion of title to City remains subject only to the Permitted Encumbrances and the encumbrances set forth in Section 5.4 of this Agreement and that the Property is in materially the same or better physical condition than at the time it was conveyed to Developer and no additional encumbrances, liens, mortgages or other interests are existent or claimed on the Property. Upon such reversion of title the Parties shall comply with the Transfer Act. City shall be the certifying party for Transfer Act purposes if one is required by state law.

16.2 Developer agrees to comply with its obligation regarding the purchase of additional properties from City as described in the Development Agreement. If Developer should fail to comply with this obligation upon the satisfaction of all conditions precedent under the Development Agreement, City shall provide Developer with notice within ten (10) days of becoming aware. Developer shall have ninety (90) days from receipt of such notice to cure. If Developer does not cure then City, at its sole option and discretion, shall be entitled to the reversion of title to the Property to the City which shall occur upon return of the Purchase Price to the Developer. Prior to reversion, Developer shall provide satisfactory evidence to City that the Property, upon reversion of title to City remains subject only to the Permitted Encumbrances and the encumbrances set forth in Section 5.4 of this Agreement and that the Property is in materially the same or better physical condition than at the time it was conveyed to Developer and no additional encumbrances, liens, mortgages or other interests are existent or claimed on the Property. Upon such reversion of title the Parties shall comply with the Transfer Act. City shall be the certifying party for Transfer Act purposes if one is required by state law.

16.3 In the event that Developer for any reason should elect to terminate the Development Agreement, as provided for and in full accordance with Developer's right to terminate as recited therein, City does hereby agree, and shall have the obligation, to repurchase the Property subject only to the Permitted Encumbrances and the encumbrances set forth in Section 5.4 herein on the first business day that occurs within one hundred and eighty (180) days after the termination date of the Development Agreement, time being of the essence, in an amount equal to the Purchase Price. City's obligations under this Section 16.3 are expressly conditioned upon Developer providing satisfactory evidence that the Property upon reversion of title to City remains subject only to the Permitted Encumbrances and the encumbrances set forth in Section 5.4 of this Agreement and that the Property is in materially the same or better physical condition than at the time it was conveyed to Developer and no additional encumbrances, liens, mortgages or other interests are existent or claimed on the Property. City shall be solely responsible to comply with the Transfer Act and City shall be the certifying party

for Transfer Act purposes if one is required by state law. City shall take such efforts, as are necessary to secure the funding for such repurchase. In the event that the City fails to perform its obligation to repurchase as set forth herein, the Developer shall have all available legal and equitable remedies, including the right to recover its reasonable attorneys' fees and court costs from the City.

16.4 In the event that City for any reason should elect to terminate the Development Agreement, as provided for and in full accordance with City's right to terminate as recited therein, Developer does hereby agree, and shall have the obligation, to convey the Property to City subject only to the Permitted Encumbrances and the encumbrances set forth in Section 5.4 herein on the first business day that occurs within one hundred and eighty (180) days after the termination date of the Development Agreement, time being of the essence. City shall provide Developer with an amount equal to the Purchase Price upon such conveyance. Developer shall provide City with satisfactory evidence that the Property upon reversion of title to City remains subject only to the Permitted Encumbrances and the encumbrances set forth in Section 5.4 of this Agreement and that the Property is in materially the same or better physical condition than at the time it was conveyed to Developer and no additional encumbrances, liens, mortgages or other interests are existent or claimed on the Property. City shall be solely responsible to comply with the Transfer Act and City shall be the certifying party for Transfer Act purposes if one is required by state law. City shall take such efforts as are necessary to secure the funding for such repurchase. In the event that Developer fails to perform its obligations as set forth herein, City shall have all available legal and equitable remedies, including the right to recover its reasonable attorneys' fees and court costs from Developer.

16.5 Survival. All provisions in Section 16 shall survive the Closing or earlier termination of this Agreement and shall be binding on the Parties, their successors and assigns

SECTION 17

Miscellaneous

17.1 Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

17.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

17.3 Time of the Essence. Time is of the essence in the performance of the respective obligations of the parties under this Agreement.

17.4 Entire Agreement; Governing Law; Counterparts; No Waiver. This Agreement (including the Schedules and Exhibits attached hereto) contains and constitutes the entire agreement of the Parties with respect to the subject matter which it covers, shall be governed by and construed under the laws of the State of Connecticut and may not be changed orally. This Agreement may be executed in any number of counterparts, all of which evidence only one Agreement and only one of which need be produced for any purpose. Developer may, in its sole discretion, waive any condition herein to consummate the Closing, but no consent or waiver,

express or implied, by Developer to or of a breach of any representation, covenant, condition, agreement or warranty of City shall be construed as a consent or waiver to or of any other breach of the same or any other representation, covenant, condition, agreement or warranty of City.

17.5 Amendment and Waiver. This Agreement may not be amended except by a writing signed by both Parties nor shall observance of any term of this Agreement be waived except with the written consent of the Parties. The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such terms or provision in the future.

17.6 Further Assurances. City and Developer shall perform such other acts and execute, acknowledge and deliver, at or subsequent to Closing, such other instruments, documents, and other materials as the other party hereto may reasonably request and shall be necessary in order to effect the consummation of the transactions contemplated by this Agreement.

17.7 Binding Effect. Submission of this Agreement shall have no binding force and effect, nor shall it constitute an agreement to purchase or sell nor shall it confer any rights on City or Developer or impose any obligations on either of them until execution of this Agreement by both Parties.

17.8 Construction. Each provision of this Agreement has been mutually negotiated, prepared and drafted, each party has been represented by legal counsel, and in connection with the construction of any provision hereof or deletions here from; no consideration shall be given to the issue of which party actually prepared, drafted, requested or negotiated any provision or deletion. In the event any provision hereof shall be found unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provision hereof are intended to be and shall be severable.

17.9 Dispute Resolution. Except as otherwise expressly set forth herein, for any and all disputes arising from or relating to this Agreement (each a "**Dispute**"), the Parties shall refer to this Section 17.9. The procedure specified herein shall be the sole and exclusive procedure for resolution of Disputes. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein.

(a) Negotiation Between Executives: The Parties shall attempt in good faith to resolve any Dispute promptly by negotiation between executives or officials who have the authority to settle the Dispute. In the event of a Dispute, the Party alleging the Dispute shall notify the other Party of the Dispute in accordance with the notice provisions of this Agreement (the "**Initial Notice**"). The Initial Notice shall include (i) a statement of that Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive or officer who will be representing that Party and of any other person who will accompany the executive. Within five (5) business days after receiving the Initial Notice, the receiving Party shall respond with (i) a statement of that Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will be representing that Party and of any other

person who will accompany the executive. Within fifteen (15) business days after the date of the Initial Notice, the executives of both Parties shall meet at a mutually agreed upon time and place, or shall have a telephone conference call, and thereafter as often as they deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(b) Arbitration. If the Parties are unable to resolve the dispute within thirty (30) days after such initial meeting, then such dispute shall be submitted to arbitration administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. The arbitration shall take place in Connecticut before a single arbitrator selected in accordance with the Commercial Arbitration Rules, providing it is agreed that the arbitrator shall have no authority to add to, modify, change or disregard any lawful terms of this Agreement. The decision of the arbitrator in the matter shall be final and binding upon the Parties and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The Parties agree that the arbitrator shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to either Party in such arbitration; provided that this arbitration provision does not prevent either Party from seeking interim injunctive relief from a court in order to preserve the status quo. Pending the resolution of such dispute and arbitration, the rights and obligations of the Parties shall continue in accordance with the terms hereof. To the fullest extent permitted by law, any arbitration proceeding and the settlement or arbitrator's award shall be maintained in confidence by the Parties.

(c) Fees and Expenses. The non-prevailing Party must pay the prevailing Party's documented fees and expenses associated with arbitration, including attorneys' fees. If there was no prevailing Party, then each Party will bear responsibility for its own fees and expenses.

17.10 Confidentiality. Neither City nor Developer shall issue or cause to be issued any announcement, press release, or other statement concerning the conveyance of the Property, to the press, or to any third party without the prior written approval of the other party, which approval neither party shall unreasonably withhold or delay.

17.11 Applicable Law. The Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

SECTION 18

Non-discrimination

18.1 Non-discrimination. The Developer agrees and warrants that in the performance of this Agreement, it 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, sex, mental retardation, or physical disability, including but not limited to blindness, unless it is

shown 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.

[Signature Page Follows on Next Page]

WITNESSES:

CITY OF WEST HAVEN

Name:

By: _____
Edward M. O'Brien
Mayor

Name:

[Remainder of Page Intentionally Left Blank - Developer Signature Page to Follow]

THE HAVEN GROUP LLC

a Delaware limited liability company

By: GALATYN HAVEN LP,

a Texas limited partnership,

its Manager

By: Galatyn Asset Management LLC,

a Texas limited liability company,

its General Partner

Name:

By: _____

Name:

Title:

Name:

[Remainder of Page Intentionally Left Blank – Schedules and Exhibits to Follow]

Schedule 8.2

Temporary Access Agreement

The conveyance deed for the Property shall include the following:

Excepting from the foregoing conveyance, the reservation of the following, by Grantor herein, its successors and assigns:

The right of the Grantor and its consultants to access the Property conveyed hereunder at any reasonable time, with at least 24 hours' notice, to perform the investigations, monitoring, and remedial action associated with and/or required by the Voluntary Remediation Program, CGS 22a-133x ("VRP") and Transfer Act CGS 22a-134, et seq. Grantor or its contractors shall maintain adequate commercial liability insurance naming Grantee as additional insured for all such work or provide a Certificate of Self Insurance adequately covering same. This right of access reservation shall expire after a Notice of Completion for the Property has been issued.

For purposes hereof, a "Notice of Completion" shall be deemed issued upon the earlier of:

(a) The receipt of a verification issued by an LEP (in accordance with the VRP, Transfer Act and related regulations) and the earlier to occur of the following:

(i) Receipt of a no audit letter from DEEP;

(ii) The completion of a DEEP audit of the verification which finds no further action is required; or

(iii) The expiration of the applicable audit period with no finding of additional action required.

(b) Written approval from the Commissioner of the DEEP stating that the Commissioner has approved the completed site remediation measures at the Property.

Exhibit A

Property Description 105 Water Street

All those three certain pieces or parcels of land, with the buildings and all other improvements thereon, situated in the Town of West Haven, County of New Haven and State of Connecticut, being delineated as Parcels 331, 332 and 333 on Map G-9 on file in the West Haven Town Assessor's Office, more particularly bounded and described as follows:

First Piece: known as #105 Water Street, bounded:

WEST: by Water Street, 156 feet, more or less;
NORTH: by land now or formerly of the West Haven Manufacturing Company;
EAST: by West Haven Channel; and
SOUTH: by a ditch separating the land herein described from land now or formerly of the heirs of Rollin W. Hine.

Second Piece: bounded:

WEST: by Water Street, 188 feet, more or less;
NORTH: by land now or formerly of Edward Shiner, 307 feet, more or less;
EAST: by the Channel of West River or New Haven Harbor; and
SOUTH: by land formerly of The Welch Coal Company, later of Edward B. McElligott and Thomas F. McElligott, 338 feet, more or less;

Third Piece: known as #79 Water Street, bounded:

WEST: by Water Street, 100 feet, more or less;
NORTH: by land formerly of Isaac Hine, deceased, 390 feet, more or less;
EAST: by West River Channel, 100 feet, more or less; and
SOUTH: by land now or formerly of William N. Barnett, 390 feet, more or less.

Said First, Second and Third Pieces are together with and subject to all water rights, wharf rights, riparian rights and privileges connected with and appurtenant to said premises.

Said Second Piece is subject to such statutory rights as may have been exercised in and over said land by the Town of Orange or the Borough of West Haven for the drainage of the adjacent highway.

Said First, Second and Third Pieces are subject to such lines as may be or may have been established by the Federal and State Harbor Commissions.

Exhibit 14.1

Brownfield Grant: Assistance Agreement & DECD Proposal

(Assistance Agreement between the State of Connecticut Department of Economic and Community Development and the City of West Haven dated January 14, 2015; incorporated by reference and will be included in the original Development Agreements to be signed by the City and the Developer)

EXHIBIT D

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") made as of the _____ day of December, 2015, by and between the **CITY OF WEST HAVEN**, a Connecticut municipal corporation organized and existing under the laws of the State of Connecticut, the **WEST HAVEN REDEVELOPMENT AGENCY**, an authorized Development Agency of the City of West Haven, both with a mailing address of 355 Main Street, West Haven, Connecticut, 06516 (collectively the "City"), and **THE HAVEN GROUP LLC**, a Delaware limited liability company with an address at 47 Highland Park Village, Suite 200, Dallas, TX 75205 (the "Developer") who, together with City, are sometimes hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into a Development Agreement dated June 23, 2015 regarding the development of a proposed real estate project known as The Haven South in West Haven, Connecticut (the "Agreement"); and

WHEREAS, the Parties are mutually desirous of modifying certain of the terms of said Agreement.

NOW, THEREFORE, the Parties hereto and hereby agree as follows:

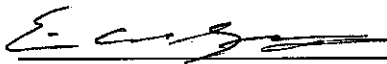
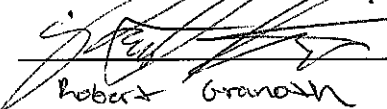
1. The City and the Developer have agreed that the expiration date for the Due Diligence Period, as defined in Section 8.01 of the Agreement, shall be and is hereby amended to be March 18, 2016 (the "Due Diligence Expiration Date").
2. The City and the Developer have agreed that the due dates for the Developer's delivery of certain documents and the performance of certain tasks as set forth in the Development Agreement are hereby extended to the dates set forth on Exhibit A attached hereto and made a part hereof.
3. The City and Developer have agreed that notwithstanding the definition of the "Closing Date" as set forth in the Agreement, subject to the terms and conditions set forth in the Agreement, and as modified by this Amendment, the Closing Date for the Developer's acquisition of the City Owned Real Properties as defined in Section 5.02 of the Agreement shall be on or before June 1, 2016.
4. All of the other terms and conditions of the Agreement shall remain the same and in full force and effect in accordance with their respective terms and conditions, except as specifically modified herein.


This Amendment may be executed and delivered in any number of counterparts and by facsimile or electronic mail, each of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed, as of the date first above written.


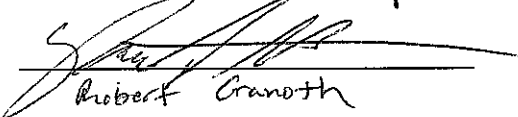
Witnesses:

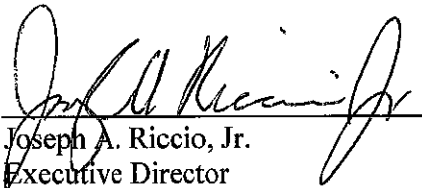
CITY OF WEST HAVEN


Erin Anne Sweeney

Robert Granath

By: 
Edward M. O'Brien
Mayor

**WEST HAVEN REDEVELOPMENT
AGENCY**


Erin Anne Sweeney

Robert Granath

By: 
Joseph A. Riccio, Jr.
Executive Director

THE HAVEN GROUP LLC

By: Galatyn Haven LP

Its: Manager

By: Galatyn Asset Management LLC

Its: General Partner

By: _____
Tyree B. Miller
President

Exhibit A

Section Number	Document/Task	Responsible Party	Due	Status
Recital L and 17.05	Draft proposed final Development Schedule	Developer	6/30/2016	
2.03	Draft Development Plan	Developer	6/30/2016	
6.02b	\$200,000 to Escrow Agent at expiration of Due Diligence period	Developer	3/18/2016	
7.02	Title Insurance Commitment for City Owned Real Properties	Developer	On or before 3/18/2016	
7.02	Notice of Objection re Title, if any	Developer	3/1/2016	
7.05	Survey to be provided to City within 72 hours of Developer receipt	Developer	3/1/2016	
7.05	Notice of Objection re Survey, if any	Developer	3/1/2016	
8.01a	Due Diligence Period Expires	Developer	3/18/2016	
13.05	Land Disposition Agreement for review and comment – 16 Elm Street	City	3/1/2016	
31.04	Expiration of Agreement		12/31/2021	
31.04	Construction Commencement Failure Date		12/31/2018	

EXHIBIT E

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") made as of the 27th day of June, 2016, by and between the **CITY OF WEST HAVEN**, a Connecticut municipal corporation organized and existing under the laws of the State of Connecticut, the **WEST HAVEN REDEVELOPMENT AGENCY**, an authorized Development Agency of the City of West Haven, both with a mailing address of 355 Main Street, West Haven, Connecticut, 06516 (collectively the "City"), and **THE HAVEN GROUP LLC**, a Delaware limited liability company with an address at 47 Highland Park Village, Suite 200, Dallas, TX 75205 (the "Developer") who, together with City, are sometimes hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into a Development Agreement dated June 23, 2015 and a First Amendment to Development Agreement dated December 18, 2015 regarding the development of a proposed real estate project known as The Haven South in West Haven, Connecticut (jointly the "Agreement"); and

WHEREAS, the Parties are mutually desirous of modifying certain of the terms of said Agreement.

NOW, THEREFORE, the Parties hereto and hereby agree as follows:

1. The due dates for the Developer's delivery of certain documents and the performance of certain tasks as set forth in the Development Agreement are hereby extended to the dates set forth on **Exhibit A** attached hereto and made a part hereof.
2. The following specific definitions contained in Section 1.01 Definitions as set forth in the Agreement are hereby replaced in their entirety with the following definitions. All other definitions contained in Section 1.01 Definitions remain in full force and as stated in the Agreement:
 - (a) "Acquisition Expenses" shall mean all expenses reasonably incurred by City in connection with acquiring a particular Required Project Property in compliance with Article 9 hereof, whether by deed or by the exercise of the power of eminent domain, and shall consist of the reasonable costs and fees for (a) environmental assessments, studies, reports and tests (to the extent requested by Developer or required by Applicable Law); (b) appraisals; (c) necessary surveys and title insurance commitments (not otherwise obtained by Developer); (d) **reasonable** relocation expenses including **reasonable** fees and other **reasonable** expenses associated with use of a relocation expert or other outside assistance and amounts paid to occupants **to the extent required by law**; (e) in the event the acquisition is by eminent domain, court costs, marshal's fees and reasonable legal fees of outside counsel incurred in connection with any eminent domain proceedings, including appeals and settlement efforts; (f) normal and customary conveyance costs for

transfer of the Required Project Property from City to the Developer; and (g) the Acquisition Price paid by City.

(y) "Closing Date" for the City Owned Real Properties excluding Bayview Park shall be June 30, 2016 and the Closing Date for the City Acquired Properties shall be within ten (10) days after the City's legal acquisition of fee simple marketable title to each such City Acquired Property, or at such other time as agreed to, in writing, by the Parties hereto. Bayview Park shall close within thirty (30) days of the City's notice to Developer that it is able to deliver fee simple marketable title. In no event shall any Closing Date be greater than three (3) years after the date of this Second Amendment, subject to any delays caused by a Force Majeure Event.

The following definition is added to Section 1.01 Definitions as set forth in the Agreement:

(ssss) "Second Amendment" shall mean the Second Amendment to the Development Agreement.

3. Section 4.02.(a) Budget for Expected Outside Services as set forth in the Agreement is hereby replaced in its entirety with the following provision. The remaining provisions of Section 4.02: 4.02 (b), (c), (d), (e), and (f) remain in full force and as stated in the Agreement.

(a) Developer shall be fully and solely responsible for the payment of the Outside Professionals, and for the reasonable costs incurred by such Outside Professionals, utilized by City pursuant to its obligations under this Agreement. Developer acknowledges and agrees that the use of a Relocation Expert with regard to City's legally required relocation obligations by City's legal team is an Acquisition Expense.

4. Section 5.03. Purchase Price as set forth in the Agreement is hereby replaced in its entirety with the following provision:

In accordance with C.G.S. §8-193 the purchase price for City Owned Real Properties shall be the fair market value of each property (the "Purchase Price"), adjusted in accordance with Section 5.04 herein. The aggregate Purchase Price, excluding the Bayview Park property, (subject to adjustment as provided for herein) shall be: (a) as shown on Schedule 5.03 of this Agreement; and (b) be payable by Developer to City at the Closing by the wire transfer of immediately available funds. The purchase price for Bayview Park will be determined in accordance with C.G.S. §8-193. A land disposition agreement for the conveyance of the City Owned Real Properties (the "LDAs") (excepting 105 Water Street and Bayview Park),) from the City to the Developer will be provided by City to Developer on or before June 28, 2016 for review and comment. Such agreements will contain terms consistent with this Agreement and any additionally required terms pursuant to the unique circumstances of the City Owned Real Properties, subject to the approval of the Parties. The Parties hereby agree that the LDAs will contain terms consistent with those found in Exhibit B to this Second Amendment. The Parties acknowledge and agree that time is of the essence in the review and finalization of the LDAs.

5. Section 5.07. Closing as set forth in the Agreement is hereby replaced in its entirety with the following provision:

The Closings shall take place at the offices of Pullman & Comley, 850 Main Street, 8th Floor, Bridgeport, Connecticut, or at such other location as may be mutually agreeable to the Parties, no later than the applicable Closing Date, at which time, title to and exclusive possession of City Owned Real Properties the Additional Property and, if applicable, City Acquired Properties shall be conveyed and delivered by City to Developer in accordance with the terms and conditions of this Agreement including, without limitation, Section 7.01 hereof.

6. Section 8.03. Independent Examination as set forth in the Agreement is hereby replaced in its entirety with the following provision:

Developer acknowledges and agrees that Developer is experienced in the ownership and operation of properties similar to the Properties to be Conveyed and that Developer prior to the Closing Date will have inspected the Properties to be Conveyed and improvements to its satisfaction and is qualified to make such inspection. Developer acknowledges that Developer has (or Developer's representatives have) or, prior to the Closing Date will have, thoroughly inspected and examined the Properties to be Conveyed and improvements to the extent deemed necessary by Developer in order to enable Developer to evaluate the condition of the Properties to be Conveyed and improvements and all other aspects of such Properties to be Conveyed and improvements (including, but not limited to, the Environmental Condition of the Properties to be Conveyed and improvements), and Developer acknowledges that, except for the representations set forth herein, Developer is relying solely upon its own (or its representatives') inspection, examination and evaluation of the Properties to be Conveyed and improvements. Subject to the terms and conditions of this Agreement, as a material part of the consideration for this agreement and the purchase, Developer hereby agrees to accept the Properties to be Conveyed and improvements on the Closing Date in "as-is, where is" condition, with all faults, and without representations of any kind, express or implied, or arising by operation of law, excepting only the representations expressly set forth in this Agreement, any LDA or any Transfer Act filing between the City and the Developer. Except as otherwise set forth herein, any LDA or any Transfer Act filing between the City and the Developer, the Developer acknowledges that any condition of the Properties to be Conveyed and improvements which Developer discovers or desires to correct or improve prior to or after the Closing Date shall be at Developer's sole expense. Except as otherwise set forth herein, any LDA or any Transfer Act filing between the City and the Developer, the Developer expressly waives (to the extent allowed by Applicable Law) any claims under federal, state or other law (including, but not limited to common law, whether sounding in contract or tort, and any and all Environmental Laws) that Developer might otherwise have against City relating to the use, characteristics or condition of the Properties to be Conveyed and improvements. The provisions of this Section 8.03 shall survive the Closing or earlier termination of this Agreement.

7. Section 9.01 Developer's Covenant Regarding Required Project Property as set forth in the Agreement is hereby replaced in its entirety with the following provision:

Developer has made commercially reasonable efforts to acquire privately all or as many as may be reasonably practicable of the properties necessary for completion of the Project (the "Required Project Properties") which are identified on Schedule 9.01 attached hereto which may be amended from time to time. If, in Developer's reasonable opinion, Developer's efforts at private acquisition of a particular Required Project Property are not likely to be successful and it thus terminates its acquisition efforts with respect thereto, Developer may notify City in writing of such termination and City shall assist in the acquisition of such property from the owners of the property including the holders of any life estates or other such vested interest (the "City Acquired Property") in accordance with this Article 9.

8. Section 9.02. Procedures for Acquiring Property as set forth in the Agreement is hereby replaced in its entirety with the following provision:

Upon Developer's written request, which request shall include documentation satisfactory to City demonstrating the efforts undertaken by Developer to privately acquire the subject property(ies), with respect to a particular City Acquired Property, City shall, within sixty (60) days of receipt of such notice, seek City Council approval and any such other necessary approvals to acquire the particular City Acquired Property through the exercise of the power of eminent domain available to it in accordance with Applicable Law, this Agreement and the MDP. Developer has provided City with the following reports ("Environmental Reports for City Acquired Properties") prepared for Developer by its LEP and hereby affirmatively acknowledges it requested City acquire the properties which are the subject of the Environmental Reports for City Acquired Properties without further investigation or other environmental due diligence by the City except as provided for in this Section 9.02.

1. 60 – 62 Elm Street West Haven CT Phase I Environmental Site Assessment prepared by Leggette, Brashears & Graham, Inc. for the Haven Group LLC dated February 2016.
2. 423 First Avenue West Haven CT Phase I Environmental Site Assessment prepared by Leggette, Brashears & Graham, Inc. for the Haven Group LLC dated February 2016.
3. 38 Elm Street West Haven CT Phase I Environmental Site Assessment prepared by Leggette, Brashears & Graham, Inc. for the Haven Group LLC dated May 2014.
4. 38 Elm Street West Haven CT Phase II Investigation Summary prepared by Leggette, Brashears & Graham, Inc. for the Haven Group LLC dated October 16, 2015.
5. Residential Property The Haven South West Haven CT Phase I Environmental Site Assessment prepared by Leggette, Brashears & Graham, Inc. for the Haven Group LLC dated February 2016.
6. 70 Water Street West Haven CT Phase I Environmental Site Assessment prepared by Leggette, Brashears & Graham, Inc. for the Haven Group LLC dated February 2016.

Notwithstanding anything contained in this Section 9.02 to the contrary, within 30 days of the date of this Second Amendment, Developer may make a written request for access for further

investigations or other environmental due diligence of the property known as 60-62 Elm Street in West Haven CT. Within ten (10) days after Developer's written request regarding 60-62 Elm Street, the City will exercise all rights available to it under Applicable Law to enter upon 60-62 Elm Street in order to perform sufficient testing and inspections to ascertain the condition of 60-62 Elm Street and any buildings located thereon, including the preparation of surveys and the determination of whether any Environmental Condition requiring further investigation or remediation exists with respect thereto and, if so, to cause the preparation of a Remedial Cost Estimate for said property, all at Developer's sole cost and expense. City will make reasonable efforts, including without limitation, the making of applications to the Superior Court to obtain access to 60-62 Elm Street for the making of all such inspections and preparation of such Remedial Cost Estimates. In the event such a written request for further investigations or other environmental due diligence is made the City agrees that neither a Statement of Compensation shall be filed nor a Certificate of Taking (pursuant to C.G.S. §8-129) recorded for 60-62 Elm Street without the prior written consent of Developer. If, in the opinion of City's Corporation Counsel, the right to enter upon 60-62 Elm Street and to perform such inspection and testing (as set forth above) is delegable to Developer, City, by a separate license agreement (in form and substance reasonably satisfactory to City and Developer), will grant to Developer and Developer's agents, a license to enter upon all portions of 60-62 Elm Street subject to the rights of occupants thereof, for the purpose of performing all appropriate tests and inspections, including environmental evaluation and feasibility studies by Developer's LEP. If City's Corporation Counsel reasonably determines such right is not delegable, City will retain an LEP, reasonably acceptable to Developer to perform, at Developer's sole cost and expense, all such testing and inspection. Whether retained by Developer or City, the LEP shall issue a report with respect to the property, addressed to City and Developer, setting forth its Remedial Cost Estimate. Prior to entering upon the property pursuant to the license granted by City herein, Developer shall provide City and, if required by law, the owner of the property, with evidence of insurance in form and manner as required and appropriate naming City and, if required, the property owner, as additional insureds thereon.

The Parties acknowledge that the City, at the request of Developer, has relinquished its right to further investigation or other environmental due diligence of the City Acquired Properties. In consideration thereof, Developer shall indemnify and hold harmless City for all liability, damages, costs and expenses that may arise as a result of any acquisition of property by City without environmental investigation or other environmental due diligence and preparation of a Remedial Cost Estimate. Nothing herein shall limit or release Developer from its responsibilities and obligations to City pursuant to Section 9.08 of this Agreement.

9. Section 9.03. Costs and Escrow as set forth in the Agreement is hereby replaced in its entirety with the following provision:

An estimate of all reasonable costs that may be incurred in acquiring City Acquired Property through purchase (as provided for in this Agreement) or eminent domain, including the Acquisition Price and all such reasonable costs associated with compensation, testing, surveying, environmental studies, title searches, appraisals, legally required relocation expenses, initial and appellate legal fees, court costs and associated fees, and including fees for experts such as appraisers, relocation consultants or environmental professionals including any costs that may be

awarded to a prevailing party in litigation shall be paid by Developer in advance into an escrow account and reimbursed to City upon written demand. The escrow account will be established using an agent mutually agreeable to both Parties and on terms agreeable to both. City will not be obligated to incur any obligations or incur any expenses associated with this Article 9 until proof of adequate funding to reimburse City has been provided which is satisfactory to City in its sole judgment.

10. Section 9.04. Valuation as set forth in the Agreement is hereby replaced in its entirety with the following provision:

City shall retain two (2) independent licensed real estate appraisers who hold either an MAI or SRPA designation from the Appraisal Institute as required by and in accordance with Applicable Law, including but not limited to C.G.S. §§8-128 through 8-133, and as are reasonably acceptable to Developer, to prepare appraisals of any City Acquired Property that City has been requested to acquire on behalf of Developer and ascertain its Fair Market Value in accordance with Applicable Law. . If any of the City Acquired Properties contains additional material interests such as legally vested life estates, the acquisition of the material interest shall be appraised using the same methodologies. Upon completion of the appraisals in the manner described above, City shall establish the amount of compensation to be paid to the property owner ("Acquisition Price"). In no event shall the Acquisition Price with respect to a City Acquired Property be:

(a) Less than the amount required by any Applicable Law, including but not limited to the provisions of C.G.S. §8-129 which requires the amount of compensation for such real property to be equal to the average of the amounts determined by the two (2) independent appraisals, except that the compensation for any real property to be acquired by eminent domain pursuant to C.G.S. §8-193 shall be one hundred twenty-five percent (125%) of such average amount; or

(b) Greater than the amount determined in accordance with Section 9.04(a) unless determined by judicial order or in settlement or as otherwise determined by a court of competent jurisdiction.

The Parties may, in writing, agree to a greater amount. The City retains all rights and abilities to offer a greater amount than the Acquisition Price to a property owner or a holder of any other ownership interest in a City Acquired Property such as life estates. Any such amount in exceedence of that contemplated by this Section 9.04 shall be the City's responsibility only.

In the event of an appeal by any property owner or holder of an interest in a property, the City reserves all rights to defend such appeal utilizing all information available to it at that time including information regarding environmental conditions, Remedial Cost Estimates and the existence of additional ownership interests such as life estates.

Notwithstanding anything contained herein to the contrary, Developer shall also place in escrow an amount equal to one hundred twenty-five percent (125%) of an appraisal provided by a property owner or holder of other ownership interest who is contesting or otherwise appealing a

proceeding to acquire a City Acquired Property. Developer shall place this amount in escrow within ten (10) days of being provided a copy of the appraisal by City.

11. Section 9.06. Conveyance of City Acquired Property to Developer as set forth in the Agreement is hereby replaced in its entirety with the following provision:

Each such City Acquired Property shall be conveyed by City to Developer for a purchase price equal to the Acquisition Expenses actually incurred by City in connection with City acquiring the property, less the amount, if any, by which City has already been reimbursed by Developer for such Acquisition Expenses. Except as is otherwise provided in this Article 9, any such conveyance shall be made using substantially the same terms and conditions as used for the conveyance of City Owned Real Properties as set forth in this Agreement. Transfer of the City Acquired Properties from City to Developer shall occur within ten (10) days after the City's acquisition of fee simple marketable title in any City Acquired Property. For the avoidance of any doubt, any life estates acquired by the City shall be merged with and included in the conveyance by the City to the Developer so that the Developer shall obtain fee simple absolute title. Closing on the City Acquired Properties shall not be contingent on satisfaction of all or any of the conditions precedent to Developer's obligations as described in Section 24.02 hereto. A land disposition agreement for the conveyance of the City Acquired Properties from the City to the Developer will be provided by the City to Developer on or before June 30, 2016 for review and comment. Such agreement will contain terms consistent with this Agreement and any additionally required terms pursuant to the terms and circumstances of the City's acquisition of the City Acquired Properties. The Parties acknowledge and agree that time is of the essence in the review and finalization of the land disposition agreement. Developer acknowledges and affirms that it has requested the City acquire the City Acquired Properties without undertaking any additional due diligence or other investigation and that it will purchase the City Acquired Properties from the City "as is where is" and without regard to any Environmental Conditions that may exist on, under or above the City Acquired Properties in full accord with Section 8.03 of this Agreement.

12. Section 9.08(b). Special Indemnification and Hold Harmless as set forth in the Agreement is hereby replaced in its entirety with the following provision. The remaining provision of Section 9.08: 9.08 (a) remains in full force and as stated in the Agreement.

(b) Developer hereby releases City Indemnitees from any and all claims and Article 9 Expenses incurred by it in connection with any claims and Article 9 Expenses related to the attempted or actual purchase or exercise of eminent domain and subsequent transfer to Developer of real properties pursuant to this Agreement.

13. Section 10.01. Relocation and Relocation Costs as set forth in the Agreement is hereby replaced in its entirety with the following provision:

Relocation costs for which owners or tenants within the MDP area are eligible under applicable state and federal uniform relocation acts (collectively, the "Relocation Costs") due to the City's actual acquisition of properties by purchase or by exercise of its eminent domain powers, shall be the sole responsibility of the Developer, and agreed to on a case-by-case basis, with the advice of

the relocation consultant and legal counsel representing City, in accordance with all Applicable Law and in accordance with all provisions of this Development Agreement.. The Parties shall establish a proposed schedule for completion of all relocation activities, and the completion of such schedule and the implementation thereof shall be in accordance with the Development Schedule.

14. Section 14.01 Transfer Act as set forth in the Agreement is hereby replaced in its entirety with the following provision:

If any City Owned Real Property to be conveyed to Developer by City meets the definition of an "Establishment" as that term is defined in the Transfer Act, Developer shall, not later than three (3) Business Days prior to such conveyance, have prepared and delivered to City appropriate Transfer Act forms (including any Environmental Condition Assessment Form), fees and filings, to be executed by the City as the certifying party necessary in order to complete the conveyance of such property by City in accordance with the Transfer Act. If any City Acquired Property to be conveyed to Developer by City meets the definition of an "Establishment" as that term is defined in the Transfer Act, Developer shall, not later than three (3) Business Days prior to such conveyance, have prepared and delivered to City appropriate Transfer Act forms (including any Environmental Condition Assessment Form), fees and filings, executed by the Developer as the certifying party necessary in order to complete the conveyance of such property by City in accordance with the Transfer Act. Prior to acquisition by the City of any properties by purchase or eminent domain pursuant to this Agreement, the Parties shall agree in writing as to the Establishment status of each property and the appropriate Transfer Act form to be utilized. City shall, in a timely manner, review and provide Developer with any comments on the Transfer Act forms and City shall execute the Transfer Act forms as the real property transferor in conformance with the Transfer Act. Within ten (10) days subsequent to such conveyance, Developer shall file the Transfer Act forms with the DEEP provided, however, that the initial filing fee shall be paid by City (by deducting the amount of the filing fee from the Purchase Price at Closing) otherwise City shall not be obligated to reimburse any other fees, including any subsequent filing fees in the event DEEP does not delegate approval authority to an LEP and shall not be responsible for any other costs associated with remediation other than stated in this Agreement. If the DEEP should reject or require amendment of any Transfer Act form, Developer shall be solely responsible at Developer's sole cost and expense for complying with, or obtaining compliance with, any request from the DEEP. City shall assist Developer in these efforts. Notwithstanding the foregoing, the conveyance of 105 Water Street shall be conducted in accordance with the terms and conditions of the applicable land disposition agreement set forth in Schedule 13.04 and the conveyance of 16 Elm Street shall be conducted in accordance with the land disposition agreement to be prepared in accordance with Section 13.05.

15. Section 14.05. Environmental Reports as set forth in the Agreement is hereby replaced in its entirety with the following provision:

The Parties acknowledge that Developer, at its sole cost and expense shall perform environmental investigation and remediation, as necessary, with respect to the Properties To Be Conveyed under its custody or control pursuant to this Agreement whether by fee or by easement in accordance with the Development Schedule. Prior to the end of the Due Diligence Period set forth in Section 8.01, Developer shall deliver to City one or more updated Phase I environmental

reports for the Properties To Be Conveyed, and a preliminary remedial action plan ("RAP") for each Property To Be Conveyed on which contaminants have been identified and remediation is required under applicable Environmental Law. The updated Phase I environmental reports and the RAPs shall be dated not more than sixty (60) days prior to such delivery (collectively, the "Environmental Reports"). The RAPs shall include a description of identified release areas, any potential release areas remaining to be investigated, presently planned remedial work to be performed to comply with the standards set forth in this Article 14, a proposed schedule for performing any required investigation and remediation work, and the estimated costs of performing such work. The RAPs shall take into consideration the proposed construction activities on the Properties To Be Conveyed as contemplated under this Agreement. The Environmental Reports shall be addressed to City. Developer shall also deliver thereto direct reliance letters from the firms issuing such reports (if reasonably available), which letters are reasonably satisfactory to City. The Environmental Reports shall comply with all guidelines, practices and protocols sufficient to meet the standards of Connecticut's Transfer of Establishments Act, C.G.S. §§ 22a-134 et seq. and the American Society for Testing Materials ("ASTM") Standard E 1527-05.

16. The City does hereby restate all of its representations and warranties as set forth in Section 15.02 of the Development Agreement as of the date of this Second Amendment.

17. The Developer does hereby restate all of its representations and warranties as set forth in Section 15.01 of the Development Agreement as of the date of this Second Amendment.

18. All of the other terms and conditions of the Agreement shall remain the same and in full force and effect in accordance with their respective terms and conditions, except as specifically modified herein or by previous amendment.



19. This Second Amendment may be executed and delivered in any number of counterparts and by facsimile or electronic mail, each of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same Amendment.


[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to the Development Agreement to be executed as of June 29th, 2016.

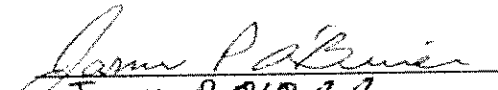

WITNESSES:

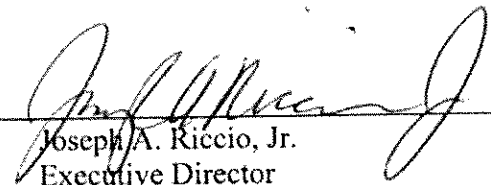
CITY OF WEST HAVEN


James P. O'Brien

Vincent N. Amendola, Jr.

By: 
Edward M. O'Brien
Mayor

**WEST HAVEN REDEVELOPMENT
AGENCY**



James P. O'Brien

Vincent N. Amendola, Jr.

By: 
Joseph A. Riccio, Jr.
Executive Director

[Remainder of Page Intentionally Left Blank - Developer Signature Page to Follow]

WITNESSES:


Name: Bruce Morrison


Name: Karen B. Schenk

THE HAVEN GROUP LLC

a Delaware limited liability company

By: The Haven Group Holdings, LLC

a Delaware limited liability company,

its Member

By: GALATYN HAVEN LP,

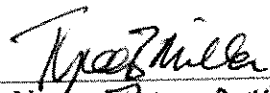
a Texas limited partnership,

its Manager

By: Galatyn Asset Management LLC,

a Texas limited liability company,

its General Partner

By: 
Name: Tyree D. Miller
Title: President

[Remainder of Page Intentionally Left Blank – Schedules and Exhibits to Follow]

EXHIBIT A
TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

Due Dates

Section Number	Document/Task	Responsible Party	Due	Status
Recital L and 17.05	Draft proposed final Development Schedule	Developer	6/30/2017	
2.03	Draft Development Plan	Developer	6/30/2017	
5.03	Determine Purchase Price for Bayview Park	Both	12/31/2016	
6.02b	\$200,000 to Escrow Agent at expiration of Due Diligence period	Developer	3/18/2016	Provided
7.02	Title Insurance Commitment for City Owned Real Properties	Developer	On or before 6/29/2016	
7.02	Notice of Objection re Title, if any	Developer	3/1/2016	None
7.05	Survey to be provided to City within 72 hours of Developer receipt	Developer	6/10/2016	None
7.05	Notice of Objection re Survey, if any	Developer	3/1/2016	None
8.01a	Due Diligence Period Expires	Developer	3/18/2016	Expired

Section Number	Document/Task	Responsible Party	Due	Status
9.06	Land Disposition Agreements for City Acquired Properties	City	To be provided within two weeks of filing of Statements of Compensation for each property.	
13.05	Land Disposition Agreement for review and comment – 16 Elm Street	City	3/1/2016	Provided
14.05	Environmental Reports	Developer	12/31/2016	
31.04	Expiration of Agreement		12/31/2021	

EXHIBIT B