

# DDS- Planning & Zoning: Plan Review Application



Submission date: **19 May 2022, 9:12AM**  
Receipt number: **774**  
Related form version: **2**

## Application Type

Check all that apply: **Special Permit**

## Property Information

Property Address: **1396 Park Street, Hartford, CT 06106 No coordinates found**  
Zoning District: **CX-2/TOD Overlay**  
Parcel ID: **158-403-077**  
Property Owner: **1390 - 1400 Park Street, LLC**  
Address of Property Owner: **60 Capitol Avenue**  
Email: **Khenry@pkv-mgmt.com**

## Applicant

Name of Applicant: **Kevin Henry**  
File Date: **05/19/2022**  
Address: **60 Capitol Avenue, Hartford, CT 06106 No coordinates found**  
Phone: **860-838-1759**

Email:

Kthentry@me.com

## Primary Point of Contact

Name:	Kevin Henry
Phone:	860-838-1759
Email	kthentry@me.com

## Project Narrative

Please describe your application action(s) and provide as much detail as possible. Attach additional pages if necessary: [See attached narrative](#)

## Zoning Map Change Application

Proposed Zone:

Describe the existing use of land and buildings in the zone change area:

Reason for this request:

## Zoning Appeal Application

Are you an aggrieved party?

Permit or Violation Number:

State your reason for appealing the decision of the administrator or enforcement officer:

## Variance Application

Please state the particular hardship\* or unnecessary difficulty that prompts this application and the site the section of the zoning regulations that you are seeking relief from:

## Subdivision Application

Number of lots to be created:

Area of each lot in square feet:

Street frontage of each of the new lots in feet:

## Lot Combination Application

Addresses of lots to be combined

Map/Block/Lot for each property to be combined:

## Liquor Permit Application

Please upload a copy of your State of CT Liquor Permit below.

## Sign Permit Application

1. Is this sign proposed outside of the building line?

Maximum extension from building line:

2. Is this sign proposed outside of the street line?

Maximum extension from the Street line

3. Is the sign luminated?

4. Engineer Name (if any):

Phone:

Address:

5. Minimum distance from lowest point to the sidewalk:

6. Maximum height of sign from lowest point of established grade:

7. Distance from the nearest outdoor sign:

8. Square feet of surface for one face of the sign:

9. Wording of the sign (include all words):

Description of work (upload additional files if necessary)

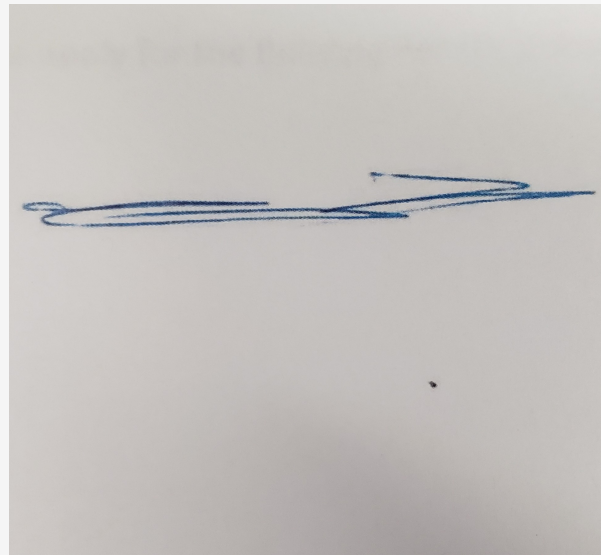
Upload any supporting materials below.

[Narrative.pdf](#)

[Executed Lease Agreement-063-095-386B.pdf](#)

## Signatures

Signature of Applicant



[Uploaded signature image: Carlos Esig.jpg](#)

Printed Name of Applicant:

Kevin Henry

Date:

05/19/2022

See attached landlord support/authorization

Letter of Authorization from Property Owner

[Landlord Support.pdf](#)

Date:

05/19/2022

# 1390 - 1400 Park Street, LLC



May 19, 2022

Hartford Planning and Zoning Commission  
c/o Department of Development Services  
260 Constitution Plaza, 1<sup>st</sup> Floor  
Hartford, CT 06103

Re: 1396 Park Street, Hartford, CT 06103  
Special Permit Application for Approval of Use  
Proposed Adult Use Cannabis Retailer

Dear Honorable Members of the Hartford Planning & Zoning Commission:

My limited liability company is the owner of the property located at 1396 Park Street, Hartford, CT 06103 (the "Property"). I understand that Kevin Henry's intended use for the Property is as an adult cannabis retailer and I understand that this proposed use requires a special permit from the Commission. Mr. Henry has my full support in this endeavor.

Please accept this letter as owner's consent to and participation in the process of Kevin Henry's Special Permit application. I do hereby authorize Kevin Henry to file and act as my agent for all land use applications concerning this Property and to post the necessary notice signage. I also authorize Mr. Henry to appear before the Commission on my behalf as it relates to these applications.

Sincerely,



Carlos Mouta  
Managing Member

LEASE AGREEMENT  
BETWEEN  
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION  
AND  
1390-1400 PARK STREET, LLC  
INTERSTATE ROUTE 84 AT PARK STREET  
TOWN OF HARTFORD  
FILE NO. 063-095-386B

THIS LEASE AGREEMENT ("Lease") is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation ("Lessor"), Joseph J. Giulietti, Commissioner, acting herein by Terrence J. Obey, Director of Rights of Way, Bureau of Engineering and Construction, duly authorized, and 1390-1400 Park Street, LLC ("Lessee"), a Limited Liability Company, having a mailing address of 2074 Park Street, Suite 101, Hartford, Connecticut 06106, acting herein by Carlos Mouta, Managing Member, duly authorized. Lessor has the authority, pursuant to Section 13a-80 of the Connecticut General Statutes, as revised, to enter into this Lease with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut, and the State Properties Review Board of the State of Connecticut.

Subject to all the terms and conditions of this Lease, and in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee agree as follows:

1. Demise. Lessor does hereby lease and demise to Lessee and Lessee does hereby lease and take from Lessor, subject to all stipulations, restrictions, specifications and covenants herein contained, the premises situated in the Town of Hartford, County of Hartford, and State of Connecticut, on the northerly side of Park Street beneath Interstate 84, with appurtenances thereon, if any, containing approximately 50,038 square feet (the "Premises"), as shown on a Map which is set forth on EXHIBIT 'A' attached hereto. Lessee accepts possession of the Premises "**AS-IS, WHERE IS, WITH ALL FAULTS**" and subject to all restrictions, easements and matters of record.

2. Term. The term of this Lease shall commence on the Effective Date (as defined in Section 10) and continue in full force and effect for five (5) years thereafter, unless this Lease is terminated earlier or extended pursuant to the provisions hereof (the "Term").

2.A. Option to Extend. Provided Lessee is not in default under this Lease, Lessee shall have two (2) consecutive options to extend the Term of this Lease (each an "Extension Option") for a further period of five (5) years each (each an "Extension Term"), subject to all of the terms and conditions set forth in this Lease, except for Rent which shall be subject to an update to market conditions based on a review of the same by Lessor. Rent for each Extension Term will be determined by Lessor and set forth in a written "Option Letter" from Lessor which must be agreed to and signed by Lessee prior to the commencement of any Extension Term. Said Option Letter shall become a part of the executed Lease. Lessee shall provide Lessor Official Notice (as set forth in the Specifications, hereinafter defined) of its exercise of an Extension Option not less than sixty (60) days nor more than one hundred fifty (150) days prior to the expiration of the initial Term and, if applicable, the first Extension Term. If Lessee fails to give any such notice within the aforesaid time limitation, at the sole discretion of Lessor, Lessee's right to exercise an Extension Option shall be deemed to be waived.

3. Rent. Lessee shall pay to Lessor monthly, in advance, on or before the first day of each month of the Term as "Rent" for the use and occupancy of the Premises. Rent for less than a full calendar month at the commencement or termination of this Lease shall be prorated by dividing the monthly Rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy. Lessee shall make all payments to Lessor by check, made payable to "Treasurer, State of Connecticut" and addressed to the "Revenue Accounting Section, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546."

The Rent schedule for the Term is as follows:

Year 1: One Thousand Dollars (\$1,000.00), per month

Year 2: One Thousand Twenty-Five Dollars (\$1,025.00), per month

Year 3: One Thousand Fifty Dollars (\$1,050.00), per month

Year 4: One Thousand Seventy-Five Dollars (\$1,075.00), per month

Year 5: One Thousand One Hundred Dollars (\$1,100.00), per month

4. Use. The Premises shall be used and occupied by Lessee solely for the purpose of overflow motor vehicle parking in connection with the Parkville Market facility and for no other purpose unless specifically approved in writing by an authorized representative of Lessor. Lessee acknowledges and agrees that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses, including Lessee's use, are temporary and subordinate thereto.

5. Specifications & Covenants. The parties agree that this Lease is made subject to each and every specification and covenant contained in the "Standard Highway Lease Specifications & Covenants: Non-Governmental, under \$50,000", dated April 1, 2019" (the "Specifications") which is incorporated as if fully set forth herein and attached hereto as EXHIBIT B.

6. Insurance. Lessee agrees, at its sole cost and expense, to secure and maintain for the duration of the Term, including any Extension Terms, the

liability insurance coverage set forth or otherwise required pursuant to the Specifications, with Lessor and the State of Connecticut being named as additional insured parties.

7. Encroachment Permit. If any improvements are planned to be made to the Premises, prior to making any such improvements, Lessee must obtain an Encroachment Permit in accordance with Item (11)(b) of the Specifications. Lessee must contact the Special Services Section Manager of the State's District 1 Maintenance Office, at (860)258-4506, to apply for the Encroachment Permit.

8. Termination. This Lease may be terminated at any time, with or without cause, by either party, by giving the other party at least thirty (30) days prior Official Notice (as defined in the Specifications). Upon expiration of said notice period, this Lease shall terminate with the same effect as if the date specified in such notice were the expiration date originally specified in this Lease.

9. Surety. Commencing on the Effective Date of this Lease and continuing until sixty (60) days following the expiration or earlier termination of this Lease, Lessee shall provide or cause to be provided to Lessor a surety bond (the "Bond") issued by a corporate surety licensed to do business in the State of Connecticut and otherwise acceptable to Lessor. The Bond shall be in an amount equal to **Ten Thousand Dollars (\$10,000.00)** and in such form as is satisfactory to Lessor. The Bond will provide security to Lessor for Lessee's obligations set forth in this Lease. Lessee shall pay or cause the payment of all premiums for the Bond, and any lapse of the Bond during the Term, including any Extension Terms, of this Lease will be deemed an event of default.

10. Effective Date. This Lease shall become effective and binding on Lessor and Lessee as of the date it shall have been approved by the Attorney General of the State of Connecticut, as evidenced by the signature provided below (the "Effective Date").

*[Signature pages immediately follow.]*





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

\_\_\_\_\_  
Paul Hinsch  
Policy Director, Asset Management  
Office of Policy & Management  
State of Connecticut

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

APPROVED:

William Tong  
ATTORNEY GENERAL

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

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

PKV, LLC

Parkville

1390-1400 PARK ST  
Hartford, CT 06106



LIFECARE DESIGN INC  
1429 Park St. Ste 201  
Hartford, CT 06106  
architecture - planning - interior design

AZTECH ENGINEERS INC.  
901 Waterfield Ave. Hartford, CT 06114

Marc D'Amore P.E.  
D'Amore Design LLC  
P.O. Box 112 Kensington CT.  
06037

BEDA  
1010 Waterfield Ave. Hartford, CT 06114

DATE	12/20/18	SCALE	AS SHOWN
PROJECT NO.	17-144	DATE	12/20/18
PROJECT NAME	1420 PARK ST	DATE	12/20/18
PROJECT LOCATION	1420 PARK ST	DATE	12/20/18
PROJECT OWNER	PKV, LLC	DATE	12/20/18
PROJECT ARCHITECT	LIFECARE DESIGN INC.	DATE	12/20/18
PROJECT ENGINEER	AZTECH ENGINEERS INC.	DATE	12/20/18
PROJECT LANDSCAPE ARCHITECT	BEDA	DATE	12/20/18
PROJECT SURVEYOR		DATE	
PROJECT PHOTOGRAPHER		DATE	
PROJECT VIDEOGRAPHER		DATE	
PROJECT PAINTER		DATE	
PROJECT CARPENTER		DATE	
PROJECT PLUMBER		DATE	
PROJECT ELECTRICIAN		DATE	
PROJECT MECHANICAL		DATE	
PROJECT ROOFING		DATE	
PROJECT CONCRETE		DATE	
PROJECT MASONRY		DATE	
PROJECT METALWORK		DATE	
PROJECT WOODWORK		DATE	
PROJECT GLASS		DATE	
PROJECT FURNITURE		DATE	
PROJECT LIGHTING		DATE	
PROJECT SOUND		DATE	
PROJECT SECURITY		DATE	
PROJECT SIGNAGE		DATE	
PROJECT AV		DATE	
PROJECT OTHER		DATE	

THIS DOCUMENT SHALL NOT BE USED IN ANY MANNER THAT IMPLIES ENDORSEMENT OR RECOMMENDATION BY ANY PERSON OR ENTITY ACTING UNDER THE PROTECTION OF A PROFESSIONAL SEAL OR LICENSE. THE DESIGNER HAS NOT CONDUCTED A VISUAL SURVEY OF THE PROJECT AND THEREFORE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT AND ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT IF THE ARCHITECT AND ENGINEER HAS NOT CONDUCTED A VISUAL SURVEY OF THE PROJECT AND THEREFORE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

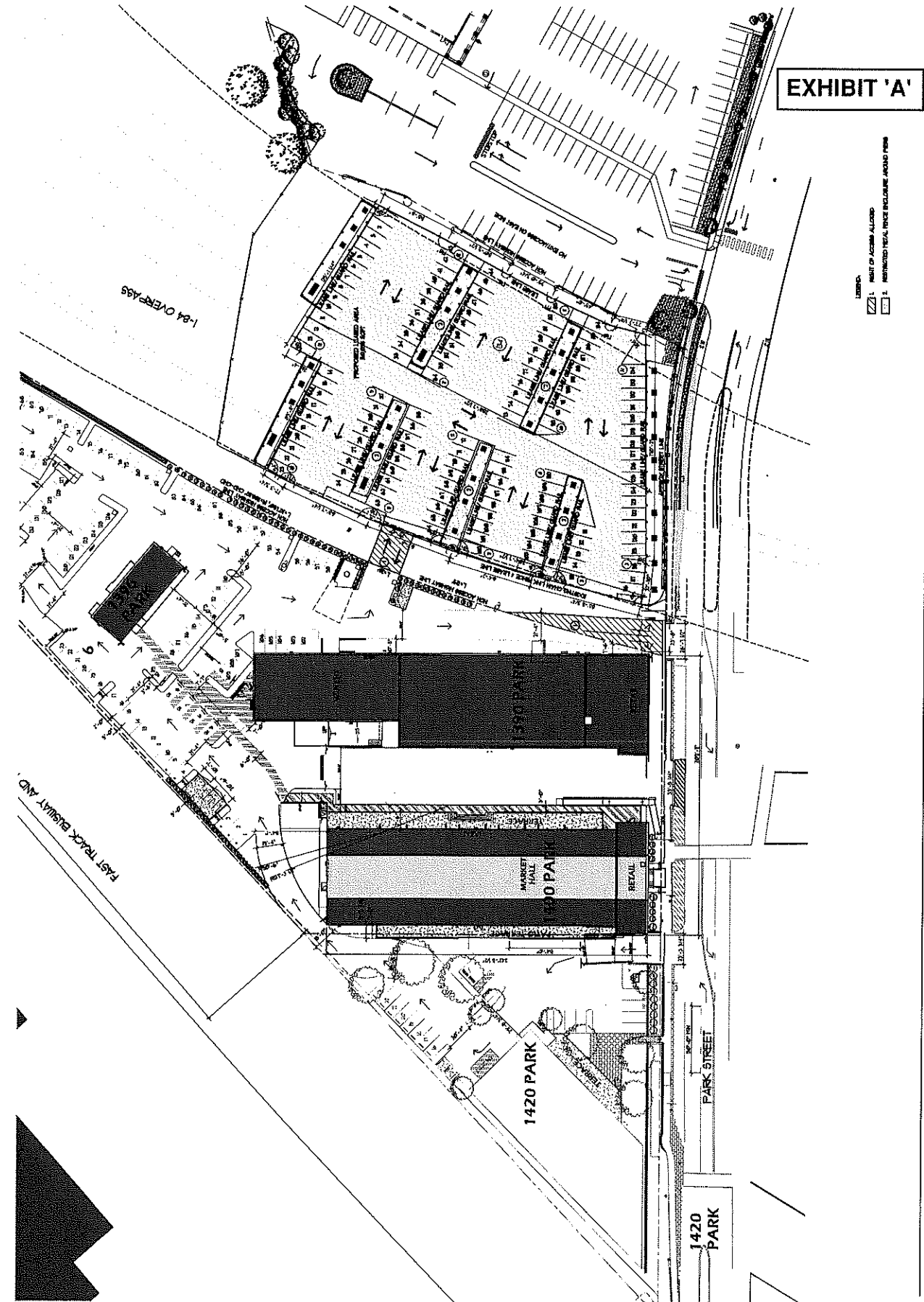


EXHIBIT 'A'

- LEGEND
- ▨ 1. PART OF ACCESS ALLOWED
  - ▤ 2. RESTRICTED TRAIL INTRUSION AROUND POND

SCALE: 1/32"=1'-0"

① SITE PLAN WITH 1200 PARK ST PARKING

# EXHIBIT B

STANDARD HIGHWAY LEASE

SPECIFICATIONS & COVENANTS: NON-GOVERNMENTAL

UNDER \$50,000

Connecticut Department of Transportation  
Bureau of Engineering and Construction  
Division of Rights of Way  
Leasing Section

April 1, 2019

A. Definitions.

The following definitions shall apply to this Standard Highway Lease Specifications and Covenants, except as otherwise provided:

"C.G.S." shall mean the Connecticut General Statutes.

"Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

"Contractor" means a person or entity that Lessee contracts with to perform work or to provide materials or supplies.

"Environmental Laws" shall mean and include any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.*, the Federal Oil Pollution Act of 1990, 33 U.S.C. Section 2701, *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. Section 401 *et seq.*, and all rules and regulations of the United States Environmental Protection Agency, or any other State, local or Federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

"Lessee Parties" means a Lessee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Lessee is in privity of oral or written contract and Lessee intends for such other person or entity to perform under this Lease in any capacity.

"Records" means all working papers and such other information and materials as may have been accumulated by Lessee in performance of this Lease, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

"State" means Lessor, the State of Connecticut, and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.

B. Specifications and Covenants.

(1) Utilities. Lessee shall pay the costs of all water, electricity and other public utilities either supplied to Lessee pursuant to this Lease or obtained independently by Lessee.

(2) Taxes. Lessee hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Lease. A grant-in-lieu of taxes (under Section 12-19a of the C.G.S.) shall be assumed by Lessee for the period coincident with the Term, including any Extension Terms, if such a grant-in-lieu of taxes concerning the Premises is required of Lessor.

(3) Maintenance. Lessee agrees to maintain the Premises in a clean condition, to the satisfaction of Lessor, and to arrange for the orderly use of the Premises. Lessee further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the Premises' parking lots, access drives and sidewalks abutting the Premises, if any, shall be the obligation of Lessee.

(4) Storage Prohibition. Lessee agrees that Lessee shall not store any junk on the Premises and shall not allow anyone

else to store junk on the Premises. The term "junk" shall mean, without limitation, demolition waste, old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials, or any other form of solid waste.

Lessee shall not allow any unregistered or abandoned motor vehicles (including, but not limited to, commercial vehicles) to remain on the Premises and shall cause the same to be removed. Lessee shall not allow any boats, recreational vehicles or trailers to be stored on the Premises.

(5) Assignment and Subletting. Lessee shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of an authorized representative of Lessor and, if appropriate, the Federal Highway Administration.

(6) Indemnification.

- (a) Lessee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Lease, including, without limitation, the acts of commission or omission (collectively, the "Acts") of Lessee or Lessee Parties and any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Lease. Lessee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section 6. Lessee's obligations under this section 6 to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of Lessee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) Lessee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) Lessee shall reimburse the State for any and all damages to the real or personal property of State caused by the Acts of Lessee or any Lessee Parties. The State shall give Lessee reasonable notice of any such Claims and Lessee shall reimburse the State within sixty (60) days of the notice.
- (d) Lessee's duties under this section 6 shall remain fully in effect and binding in accordance with the terms and conditions of this Lease, without being lessened or compromised in any way, even where Lessee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) Lessee shall carry and maintain at all times during the Term, including any Extension Terms, and during the time that any provisions survive the Term, including any Extension Terms, sufficient insurance as set forth in section 7 to satisfy its obligations under this Lease. Lessee shall name the State as an additional insured on the policy. Lessor shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that Lessor or the State is contributorily negligent.
- (f) Lessee shall, or if Lessee is one of several lessees (collectively, "All Lessees"), All Lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, Claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees arising out of or attributable to any or All Lessees, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to any or All Lessee(s), or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to any or All Lessee(s).
- (g) This section 6 shall survive the expiration or earlier termination of this Lease and shall not be limited by reason of any insurance coverage.

(7) Insurance.

- (a) Lessee agrees to secure and maintain during the Term of this Lease, including any Extension Terms, and also agrees that it will ensure that any and all Contractors maintain the following minimum insurance coverages, at no cost to the State:
- (i) COMMERCIAL GENERAL LIABILITY INSURANCE including Contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of, all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period;
  - ii) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Lease with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If the Lessee does not own an automobile, but one is used in the execution of the Lease, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Lease then automobile coverage is not required.
  - (iii) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers all of Lessee's employees at or working from the Premises, which coverage shall include Employer's Liability Insurance with minimum limits of:
    - A. \$100,000 Each Accident (bodily injury by accident);
    - B. \$500,000 Disease – Policy limit (bodily injury by disease); and
    - C. \$100,000 Disease – Each Employee (bodily injury by disease).
  - (iv) PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS) in the event Lessee and/or any of its Contractors provide any architecture, engineering, design, accounting, legal or other professional services under or in connection with this Lease and/or at or with regard to the Premises, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Lease or the project to which it relates, whichever is earlier.
- (b) All products and completed operations coverage required to be maintained by Lessee and its Contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.
- (c) Notwithstanding any other provision of this section 7 to the contrary, any party required to maintain insurance hereunder shall be deemed to be in compliance with this section 7 even if such party's insurance policy(ies) are not written for amounts specified in subsection 7.(a) above (other than worker's compensation insurance), provided said party carries Umbrella Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella Liability insurance follow(s) the form of said party's primary coverages.
- (d) Except as otherwise provided to the contrary in this section 7, any insurance required by this Lease may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider

to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Lessee shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the State that the same complies in all respects with the provisions of this Lease, and that the coverages, and the protection afforded the State, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the Premises and/or the work, if any, to be performed by Lessee or its Contractors.

- (e) The State and its officers, agents and employees (collectively, "State Indemnified Parties") shall be named as additional insureds under any and all coverages maintained pursuant to section 7 (a)(i) and (ii) above as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.
- (f) Upon Lessee's execution of this Lease and on or before the tenth (10<sup>th</sup>) business day preceding every subsequent anniversary date of the execution of the Lease during the Term and any Extension Term, Lessee agrees to furnish to the State one (1) or more certificates of insurance evidencing that Lessee and its Contractors have obtained the insurance required hereunder. Each certificate of insurance shall be in such form as is supplied or approved by the State, fully executed by an insurance company or companies satisfactory to the State, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the State in writing. Lessee shall produce, and shall require its Contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, Lessee and/or its Contractors, as appropriate, may redact provisions of any policy that are clearly proprietary. If, at any time during the Term, including any Extension Terms, of this Lease, Lessee or its Contractors shall fail to provide any such insurance documentation within five (5) business days period, or duly maintain (or ensure that its Contractors maintain) all required insurance coverage in full force and effect, then the State, in addition to any other remedies it may have, all of which are reserved for the State, may either immediately terminate this Lease or procure or provide alternate insurance coverage and charge Lessee the cost thereof, which amounts shall then be promptly paid by Lessee to the State. Copies of all required insurance policies shall be retained by Lessee until three (3) years after the expiration of the Term (including any Extension Terms) of this Lease.
- (g) Each policy of insurance maintained pursuant to this Lease shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to the State, in the manner set forth in section 22 of these Specifications for providing Official Notice, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to the State hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.
- (h) All of Lessee's and its Contractors' insurers shall be licensed to do business in the State and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.
- (i) Lessee and its Contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of Lessee's or its Contractors' insurers shall have any right of subrogation or recovery against the State or any of the other State Indemnified Parties, all of which rights are hereby waived by Lessee. All insurance maintained by Lessee and its Contractors shall be primary and noncontributory and shall not be in excess of any other insurance.
- (j) Nothing herein shall preclude any party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, provided, however, that all liability insurance maintained by Lessee or its Contractors which covers the Premises and/or any work to be performed under this Lease shall name the State as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by Lessee and/or its Contractors, and shall not contribute with it.
- (k) Lessee shall neither do nor allow its Contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this section 7 shall or may be invalidated in whole or in part. In the event that any of the Contractors so acts (or fails to act), then Lessee shall promptly use commercially reasonable efforts to eliminate that condition.



- (l) The State shall have the right to review and revise the insurance requirements applicable to Lessee and its Contractors during the Term of this Lease, including any Extension Terms, and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the State reasonably deems to be prudent, in its sole discretion under the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.
  - (m) Unless requested otherwise by the State, Lessee, its Contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any State Indemnified Parties, unless, and then only if and when, approved in writing by the State, which approval may be withheld in its sole and absolute discretion. Lessee shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
  - (n) The failure of the State, at any time or from time to time, to enforce the provisions of this section 7 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of Lessee to indemnify, defend and hold and save harmless the State or the State Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by Lessee or its Contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Lease or other contracts.
  - (o) Lessee shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.
  - (p) The provisions of this section 7, shall be incorporated and made a part of each contract or other agreement which Lessee enters into under or in connection with this Lease or the Premises with any third party (which shall include a Contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the Premises) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any Contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this section 7, Lessee may request the State to approve different levels and/or types of coverage for such Contractor. The State may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.
  - (q) The provisions of this section 7 shall survive the expiration or earlier termination of this Lease, as the same may be extended and in any holdover period.
- (8) Inspection. Lessor and, if appropriate, the Federal Highway Administration, shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. Lessor shall notify Lessee by letter of its intention, stating the time when such work is to be performed. However, if any emergency arises, a telephone call from an authorized representative of Lessor shall suffice. Lessee agrees that upon being notified by Lessor, Lessee shall take steps, as necessary, to have the Premises closed to all persons and cleared of all vehicles.
- (9) Appearance. Lessee agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by Lessor, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to the written approval of an authorized representative of the State. If Lessee elects to utilize the former course of action, the work shall be completed in accordance with a planting schedule approved by an authorized representative of the State.
- (10) Signage. Lessee shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Lease, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from an authorized representative of Lessor.
- (11) Site Improvements & Encroachment Permit.

- (a) If deemed necessary by Lessor, Lessee agrees to perform the following during the Term and any Extension Terms, at its sole cost and expense:
- (i) surface and grade the Premises, as may be required by Lessor, for the maintenance of the specified use, as approved by an authorized representative of Lessor in writing;
  - (ii) install and maintain fencing or another device suitable to Lessor around the Premises, so as to control the ingress and egress of vehicles and persons to and from the Premises;
  - (iii) install and maintain a suitable electrical system for the lighting of the Premises as approved by an authorized representative of Lessor. Such electrical system and Lessee's installation and maintenance, thereof, shall not interfere with or damage any of Lessor's facility and/or its appurtenances or impede the operation, use and/or maintenance thereof;
  - (iv) install and maintain suitable devices approved by an authorized representative of Lessor for the protection of all piers or pier columns and appurtenances, if any, located on the Premises; and
  - (v) install and maintain a suitable drainage system as approved by an authorized representative of Lessor, for the purpose of draining surface water from the Premises. Such drainage system or Lessee's installation and maintenance thereof shall not interfere with or damage any portion of Lessor's facility and/or its appurtenances or impede the operation and maintenance thereof.
- (b) Lessee agrees that no improvements that Lessee may want to undertake shall be undertaken until written approval is received from an authorized representative of the State and, if appropriate, the Federal Highway Administration. Lessee agrees that as an integral part of the process of obtaining the above-mentioned written approval, Lessee shall apply for and, if the application is granted, shall comply with a permit or permits (each an "Encroachment Permit") issued by Lessor in conformance with all pertinent provisions of the current Encroachment Permit regulations, including amendments thereto. Lessee shall comply with the applicable provisions of 23 C.F.R. Section 710, Subpart D, which is hereby made a part hereof by reference. Lessee must contact the applicable Special Service Section Chief as set forth in this Lease, to apply for an Encroachment Permit. Lessor and, if appropriate, the Federal Highway Administration, reserve the right to review and approve all plans prior to any and all construction and site improvements at the Premises.
- (12) Zoning Compliance. Lessee agrees to comply with and conform to all the laws of the State, and the ordinances and zoning regulations of the town(s) in which the Premises is located, regarding health, nuisance, fire, highway, and sidewalks, so far as the Premises is or may be concerned.
- (13) Environmental Law. Lessee shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, Lessee shall not and Lessee shall not allow others to store, generate or use any Hazardous Substances at, on, or under the Premises.
- (14) Survival of Obligations. All of Lessee's obligations hereunder (including, but not limited to, the payment of Rent) shall survive the termination or expiration of this Lease or any other agreement or action, including, without limitation, any consent decree or order between Lessee and the government of the United States or any department or agency thereof, the State and/or any municipality.
- (15) Mining Rights. Lessor reserves mining and excavating rights with regard to the Premises. Lessee shall not remove sand, gravel or other fill material from the Premises.
- (16) Removal of Personalty and Restoration. Upon termination of this Lease for any reason, Lessee shall, time being of the essence, promptly vacate the Premises, remove all of its personal property from the Premises at Lessee's own expense, and, at its sole cost and expense, leave the Premises in as good or better condition as when it took occupancy, reasonable use excepted. Lessee agrees that no relocation benefits of any kind will be paid to Lessee by Lessor.

Lessee agrees that at the termination of this Lease for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be the property of Lessor (Lessee shall have no rights and hereby waives all rights to any payment or compensation for such items), or at Lessor's option, Lessee shall restore the Premises to the same physical condition existing immediately before

the execution of this Lease, at no expense to Lessor. In the event Lessee fails to fulfill this obligation within a reasonable time when requested by Lessor, Lessor shall, at its option: (a) arrange to have the work performed and shall bill Lessee for all expenses incurred and Lessee agrees to promptly pay when billed without recourse; or (b) in the event Lessee is required to obtain a Bond under this Lease, seek recourse under the Bond to have the work performed. In the event the proceeds from the Bond fail to satisfy the cost for the work performed, Lessee agrees to promptly pay the balance to Lessor without recourse.

(17) Holdover. In the event Lessee holds-over after the expiration of or termination of this Lease without the written consent of an authorized representative of Lessor, Lessee shall pay, effective upon the expiration of the Term, any Extension Term or termination of this Lease, one-and-one-half (1.5) times the current Rent due hereunder for the hold-over period and shall also pay any damages incurred by Lessor as a result of such holding over. No holding over by Lessee after the Term or any Extension Term of this Lease shall be construed to extend the Term or any Extension Term. Any holding over with the written consent of an authorized representative of Lessor shall thereafter convert this Lease to a month-to-month lease.

(18) Agent for Service. The Connecticut Secretary of the State (including any successor thereto) is hereby appointed by Lessee as its agent for service of process for any action arising out of or as a result of this Lease, such appointment to be in effect throughout the Term and any Extension Term and six (6) years thereafter, except as otherwise provided by the C.G.S.

(19) Civil Rights. As a condition to receiving Federal financial assistance under this Lease, if any, Lessee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments attached hereto, all of which are hereby made a part of this Lease.

(20) Non-discrimination. Lessee shall comply with Sections 4a-60 and 4a-60a of the C.G.S. which provide as follows. References in this section 20 to "contract" shall mean this Lease and references to "contractor" shall mean Lessee.

(a) For purposes of this section 20, the following terms are defined as follows:

- (i) "Commission" means the Commission on Human Rights and Opportunities;
- (ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (iv) "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (vii) "marital status" means being single, married as recognized by the State, widowed, separated or divorced;
- (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n of the C.G.S.; and
- (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or

improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section 20, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section 20 and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section 20 and Sections 46a-68e and 46a-68f of the C.G.S. and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the C.G.S.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section 20 and Section 46a-56 of the C.G.S. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: the Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this section 20 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the C.G.S.; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this section 20 as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and

any amendments thereto.

- (g) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section 20, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the C.G.S.; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section 20 and Section 46a-56 of the C.G.S.
- (h) The Contractor shall include the provisions of the foregoing subsection 20(g) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the C.G.S.; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The Nondiscrimination Certifications can be found at the Office of Policy and Management website:

<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

- (21) Contract and Ethics Compliance. Lessee hereby acknowledges and agrees to comply with the following:
- (a) CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities," dated March 3, 2009, as may be amended from time to time, a copy of which is attached hereto and made a part hereof; and
- (b) the policies enumerated in "Connecticut Department of Transportation Policy Statement, Policy No. F&A-10, SUBJECT: Code of Ethics Policy," updated to 2014, a copy of which is attached hereto and made a part hereof.
- (22) Official Notice. Any notice from one party to the other party (or parties) to this Lease (an "Official Notice"), in order for the same to be binding, shall:

- (a) Be in writing (hardcopy) and addressed to:
- (i) When the State is to receive such notice:

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546

- (ii) When Lessee is to receive such notice:

SEE PAGE 1 OF AGREEMENT

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- (b) Be delivered in person with written acknowledgement of receipt, be mailed by the United States Postal Service – "Certified Mail, Return Receipt Requested", or be delivered by a recognized overnight delivery service, to the address of the recipient(s) set forth above; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

It is understood and agreed that nothing set forth above shall preclude the parties from subsequently agreeing in writing to designate alternate persons (by name, title, and affiliation) to which any Official Notice is to be addressed; alternate means of conveying Official Notices; or alternate locations for the delivery of Official Notices, provided that any such subsequent agreement is made in accordance with the terms and conditions of this Lease.

(23) Certification – Suspended or Debarred Parties. Pursuant to Section 31-53a of the C.G.S., suspended or debarred Lessees, second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

- (a) The signature on this Lease by Lessee shall constitute certification that to the best of its knowledge and belief Lessee or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:
  - (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (ii) has not within the prescribed statutory time period preceding this Lease been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (iii) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (a)(ii) of this certification; and
  - (iv) has not within a five (5) year period preceding this Lease had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where Lessee is unable to certify to any of the statements in this certification, Lessee shall attach an explanation to this Lease.
- (c) Lessee agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:
  - (i) The prospective subcontractor, sub-subcontractors, or participant(s) certifies, by submission of the proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
  - (ii) Where the prospective subcontractors, sub-subcontractors, or participant(s) is unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation.

(24) Certification – Gifts. Lessee shall comply with the provisions contained in Section 1-86e of the C.G.S., which provides as follows:

- (a) No person hired by the State as a consultant or independent contractor shall:
- (i) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
  - (ii) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract; or
  - (iii) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.
- (b) No person shall give anything of value to a person hired by the State as a consultant or independent contractor based on an understanding that the actions of the consultant or independent contractor on behalf of the State would be influenced.

(25) Compliance with ADA. This clause applies to those Lessees who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the Term. Lessee represents that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of Lessee to satisfy this standard as the same applies to performance under this Lease, either now or during the Term and any Extension Term, will render this Lease voidable at the option of Lessor upon notice to Lessee. Lessee warrants that it will hold State harmless and indemnify State from any liability which may be imposed upon State as a result of any failure of Lessee to be in compliance with the Act, as the same applies to performance under this Lease.

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

(27) No Waiver. The parties acknowledge and agree that nothing in this Lease shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Lease. To the extent that this section 27 conflicts with any other section of this Lease, this section 27 shall govern.

(28) Claims against Lessor. Lessee agrees that the sole and exclusive means for the presentation of any Claim against Lessor arising from or in connection with this Lease shall be in accordance with Chapter 53 of the C.G.S. ("Claims against the State") and Lessee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(29) Executive Orders. This Lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Lease as if they had been fully set forth in it. This Lease may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of this Lease as if they had been fully set forth in it. At Lessee's request, Lessor shall provide a copy of these orders to Lessee.

(30) Entire Agreement. This Lease, including this "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation: Non-Governmental, under \$50,000", when fully executed by both parties constitutes the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Lease shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

(31) Audit and Inspection of Plants, Places of Business and Records. Lessee agrees as follows:

- (a) State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of Lessee and Lessee Parties' plants and places of business which, in any way, are related to, or involved in, Lessor's performance under this Lease.
- (b) Lessee shall maintain, and shall require each of Lessee Parties to maintain, accurate and complete Records. Lessee shall make all of its and Lessee Parties' Records available at all reasonable hours for audit and inspection by State and its agents.
- (c) Lessor shall make all requests for any audit or inspection in writing and shall provide Lessee with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If Lessor suspects fraud or other abuse, or in the event of an emergency, Lessor is not obligated to provide any prior notice.
- (d) Lessee shall keep and preserve or cause to be kept and preserved all of its and Lessee Parties' Records until three (3) years after the latter of (i) final payment under this Lease, or (ii) the expiration or earlier termination of this Lease, as the same may be modified for any reason. State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, Lessee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) Lessee shall cooperate fully with State and its agents in connection with an audit or inspection. Following any audit or inspection, State may conduct and Lessee shall cooperate with an exit conference.
- (f) Lessee shall incorporate this entire section 31 verbatim into any contract or other agreement that it enters into with any second party.

(32) Single Audit Act. That Lessee receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. Lessee receiving state funds must comply with Section 7-396a C.G.S., and the State Single Audit Act, Sections 4-230 through 236 C.G.S. inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Lessee that expends a total amount of Federal awards: 1) equal to or in excess of \$750,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$750,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Lessee that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Sections 4-230 to 4-236 C.G.S., hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited Lessee shall provide supplementary schedules with the following program/grant information: the program/grant number, Lessor's project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State



programs/grants should be listed separately. See the schedule entitled "Supplementary Program Information," attached herewith, for format.

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by Lessor must be reconciled and resolved immediately.

Except for those projects advertised by the State, Lessee agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Lease or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request. The audited Lessee must obtain written approval from the appropriate division within Lessor prior to destruction of any records and/or documents pertinent to this Lease.

Lessee shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of Lessee and the CPA pertaining to this Lease.

(33) Environmental Event and Environmental Records Retention. For purposes of this section 32, the term "State" shall mean the agency through which this Lease was entered into on behalf of the State of Connecticut. Lessee, for a period of ten (10) years following the date of termination of this Lease, shall maintain copies of all Records required by law to be generated by it with respect to environmental conditions on the Premises and of all incidents impacting same ("Event"). For purposes of this Lease, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under State or Federal law. Within twenty-four (24) hours following the occurrence of any Event, Lessee shall notify State of same in writing. Said notification to State shall be in addition to, and not in lieu of, any and all other Record keeping and reporting requirements imposed upon Lessee by law. Upon written request by the State, Lessee shall permit State to inspect the Premises and any and all Records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. Lessee hereby waives any claim of privilege that may attach to said Records.

(34) Sovereign Immunity. It is understood and agreed by the parties hereto, Lessee shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and Lessee, unless requested to do so by the State.

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
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(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
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(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

## THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) ("*... which restore[d] the broad scope of coverage and to clarify the application of Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 --12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

**6. Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

**7. Training and Promotion:**

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

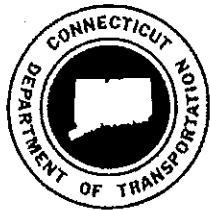
b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

**11. Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.





# CONNECTICUT DEPARTMENT OF TRANSPORTATION

## POLICY STATEMENT

POLICY NO. F&A-10  
June 1, 2007

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

**For questions, contact the Ethics  
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
  - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - ***Prohibited Representation:*** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

**Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
\_\_\_\_\_  
Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

# Narrative

May 19, 2022

Sent via electronic submission

Hartford Planning & Zoning Commission  
Department of Development Services  
260 Constitution Plaza, 1<sup>st</sup> Floor  
Hartford, CT 06103

RE: 1396 Park Street, Hartford, CT 06106  
Special Permit Application for Approval of Use  
Proposed Adult Use Cannabis Retailer in CX-2/TOD Zone destination

Dear Members of the Hartford Planning & Zoning Commission:

I am writing to you as the Applicant as a potential lease holder for 1396 Park Street. This building is a 4,380 square foot, 2 story Industrial building located in the CX-2 zone with a TOD overlay zone. The building was formerly used as a daycare facility that abandoned the property over the past two years. 1396 Park Street is part of a 4-acre campus that also houses the Parkville Market is the first food hall in the state of Connecticut and has become a destination for food and entertainment.

The proposed use of the Property is as an Adult Use Cannabis Retailer. For the record, I am a Social Equity Applicant who has entered into a Social Equity Joint Venture Agreement which will not be subject to the lottery, increasing the likelihood of receiving a license. It is my belief that the proposed use will be complimentary to the existing entertainment options including the wine, beer and cocktail bars at Parkville Market as well as the surrounding neighborhood activities, such as Hog River Brewery, Real Art Ways and Parkville Sounds, to name a few. Pursuant to the Hartford Zoning Regulations 3.3.10.C and the Table of Principal Uses known as Figure 3.2.A, I am requesting that this commission grant a Special Use Permit to allow for such use of the Property.

Please note that the current owner has been in possession of this Property since 2006. I am not proposing any changes to the site. I will be making improvements to the exterior of the building; however, I will submit a separate a Site Plan Application for such proposed improvements. I have submitted this narrative in support of the Special Use Permit Application which I believe will answer the questions the Commission may have.



### **Site Layout, Landscaping & Architecture**

1396 is located in a Cx-2/TOD Overlay Zone. The Property/Campus is comprised of 3 buildings which sits on 4 enclosed acres. More specifically, 1396 Park Street is located in the north corner of the Campus and is adjacent to the Parkville Market. The building has an exterior of brick and is approximately 4,380 square feet with an additional fenced area of outdoor space that is approximately 2,000 square feet. There are no inland wetlands located on the site. There is a pre-existing site plan that has been approved for the overall campus (i.e., 1390 – 1400 Park Street) as it relates to landscaping.

### **Building Renovations & Improvements**

There will be improvements to the exterior of the brick building and the pre-existing surrounding fence. A Site Plan will be submitted separately for review.

There will extensive renovations to the interior of the building that will be modelled after other Adult Use Cannabis Retail establishments located throughout the country and will be ADA compliant. The renovations include, but are not limited to the following: a vestibule for security reasons, lobby area with a counter for customers, a room that will include the vault and security equipment, and a staff break room. The bathrooms that currently exists will be completely remodeled. In addition, we are well aware of future pedestrian traffic and we will be designing, in conjunction with the owner, a walkway and/or pathway that addresses this issue. Please note that the pedestrian design will be a part of our Site Plan Application.

### **Parking**

There are 200 parking spaces on the campus as well as over 132 additional spaces that were leased from the State of Connecticut (5-year term) located under the highway adjacent to the campus. In addition, there is available parking at 1200 Park Street and 1477 Park Street which the Principal Owner has agreed to as use for overflow. Initially, there will be 3 dedicated staff members directing traffic on the primary campus & primary overflow parking area.

### **Utilities**

The Campus is already served with all necessary utilities. The building has existing electric service from Eversource and natural gas service from Connecticut Natural Gas. In addition, the water and sewer service from MDC will be more than sufficient for the usage. In terms of HVAC, we be using a natural gas-fired heating system and electric based air conditioning.

### **Ventilation/Outdoor Odors**

There will be no outside fumes or odors emanating from the building since the intended use is strictly as a retailer. The product will be pre-packaged upon delivery and no on-site use will be permitted on the property.

### **Staffing**

The Hartford dispensary plans on employing 35 people, with 15 being part-time and 20 being full time. There will be an emphasis on hiring local residents in an effort to develop an organic community atmosphere and support the neighborhood.

### **Hours of Operation**

The dispensary is expected to be open the following hours.

Monday: 9AM – 8PM  
Tuesday: 9AM – 8PM  
Wednesday: 9AM – 8PM  
Thursday: 9AM – 8PM  
Friday: 9AM – 10PM  
Saturday: 9AM – 10PM  
Sunday: 10AM – 7PM

### **Business Operations**

#### **Dispensary Type**

The dispensary will be adult-use only, serving customers 21+ years old.

#### **Limiting Sales Quantity**

The seed-to-sale system supports setting individual Sales Limits using both ounces and grams, it can be configured to either block a given sale or show a warning message.

When it comes to preventing the sale of more than the permissible amount that is something that our staff will be trained on leading up to the opening of our adult-use retail location, and they will know to not allow for the sale of any amount greater than the prescribed limit. Furthermore, a systematic block of an adult-use sale will be implemented for any amount greater than the prescribed limit.

#### **Point of Sale**

The dispensary agents assigned to the registers will have specific operational checklists to follow in order to ensure that any pre-dosed product dispensed from here is compliant and contains the max THC per serving. All cannabis products sold will have the appropriate adult-use tax automatically assigned to them at the time of purchase. The per transaction purchase limits will also be enforced from here. All payments for purchase will be made by cash or credit card. All cash received will be stored in a vault until it is delivered to the bank by an armored car service.

The sales floor of the dispensary will be configured to support both an in-store experience as well as online pre-orders. All pre-order pickups will be inside the store.

### **Security**

In addition to the security measures upon entry, the product will be stored in locked cabinets and/or a vault at all times. Only designated employees will have access to the locked areas. There will be at least one security guard on duty during operating hours. Additionally, the entire building will have numerous security cameras installed throughout the building, inside and outside. These cameras will be monitored by a third-party vendor, including overnight when the business is closed.

### **Unauthorized Sales and Right to Refuse Sales**

In order to comply with the regulations, restricting access to the dispensary will be done at the point of entry to limit access. The dispensary will have a security guard manning the point of entry and they will be checking IDs for anyone entering the facility. Each person entering must be able to produce a valid official and non-expired form of ID prior to entering, stating they are 21 or older.

Both the security guard controlling the point of access and our dispensary agents will be instructed to closely observe any consumer approaching and entering the facility. If at any point they believe that a consumer is behaving in such a way as to endanger themselves or the public, they will not be allowed to enter the building. If they made it into the premises before their dangerous behavior is observed the dispensary agent will notify a manager or the security guard who will then politely escort the individual out of the premises.

### **Signage**

I understand that this Commission must approve any signs before they are placed on the Property. I will submit a separate Sign Permit Application once the details for signage have been determined.

### **Consumer Education**

Consumer education and support will be ongoing at our dispensary. We understand and appreciate the importance of ensuring that adult-users are provided with comprehensive, accurate and current education related to methods of cannabis ingestion and health effects of cannabis use.

Under the supervision of our dispensary managers, our team will provide any adult-users that asks for it - the knowledge, informational materials, and tools to have a safe and controlled experience.

### **Delivery of Product**

Any product received at the dispensary will be done in accordance with the Department of Consumer Protection Title 21a-Consumer Protection Section 21a-408-62, and as such

Hartford Planning & Zoning  
Re: 1396 Park Street  
May 19, 2022  
Page 5

will only be done by a licensed operator complying with all applicable regulations.  
Typical hours of delivery will be prior to 11 a.m.

The dispensary facility will maintain all shipping manifests and make them available in accordance with section 21a-408-72 of the Regulations of Connecticut State Agencies.

I respectfully request that the Commission accept this application and schedule it for public hearing. If there is any additional information you need me to include or questions I can answer, please let me know and I will revise this application and narrative prior to that hearing.

Sincerely,

Kevin Henry-



# Response to Staff Questions & Responses



1. We understand you will submit a site plan at a later time, including plans for a pedestrian walkway. However, the Commission will want to understand how and where customers will queue safely and how this will interact with the surrounding parking lot. This is especially important given how busy the parking lot can get.
  - a. Please provide a diagram showing the proposed pedestrian queuing area.
  - b. Please provide general information on the design elements that will be used (e.g., painted lines, elevated walkway, etc.?) and how the walkway will be protected (e.g., planters, bollards, etc.?)
  - c. The one-way travel lane between the front of the building and the 90-degree parking spaces may be too narrow to accommodate a protected walkway, with cars potentially backing into it as they exit their parking space. Will this parking area be redesigned or removed? (See screenshot attached.)

Please see attached document that illustrates our proposed vision to address the above concerns.

2. Please further address the traffic generated by this new use. A full traffic analysis is likely not required, but a forecast of potential impacts is needed. In particular, the first 30 days may see high business/traffic levels. How will this be accommodated? How do the existing parking lots' average or peak use compare to the anticipated activity/demand of the new use? Have you/the property owner considered improvements to the site's parking signage/wayfinding in order to better indicate where overflow parking is located?
  - In partnership with 1390-1400 Park Street owner, we will add 132 additional parking spaces located under the highway (with lighting), to the complex which should accommodate the potential increase in visitors. Thus, the campus will have over 300 plus parking spaces for patrons. Further, if necessary, the Owner has agreed to allow additional overflow parking at 1200 Park Street & 1477 Park both of which he is the principal owner. See attached document highlighting overflow sites.
  - During the first 30 days after opening, we will proactively engage with the Hartford Police Department on having police detail on site for the first few days (or weeks) if deemed required.
  - There will be a dedicated staff member directing traffic on the primary campus near the entrance of the campus as well as the overflow additional parking area. An additional staff member will be posted near the building to help direct to the parking areas.
  - We believe this store will average 150 customers a day, with the initial opening rush resulting in a temporary 50% increase, where the customer count could go up to 300 adult-use customers. In a 10-hour business day this would result in an average 30 customers an hour, or less than one per minute. With an average in-store visit of 5 minutes, and total parking time of 10 minutes, our customers should in theory require less than 10 spots at any given time. However even if the peak times double or triple those numbers there will be sufficient parking, even after factoring in the employees.

3. How do you anticipate using the building's outdoor fenced area? Can you confirm that the retail cannabis store will be wholly indoors?

- The retail cannabis store will be wholly indoors. The two primary uses for the outdoor area will be to 1) enhance security for any product deliveries that will take place here, as vehicles will enter the space from a gate and then deliver product into the back of the building and 2) employees will use it as a break area when the weather allows it. As an additional note, all deliveries will be made prior to 11:00 am.

4. The narrative states that pre-ordering will be possible. Do you have an estimate of the portion of your sales that will be from online pre-ordering? Do you plan to encourage pre-ordering as the business first opens?

- Pre-ordering will be possible and encouraged at this location, with the goal of 1/3 of all orders being pre-orders, which will make the in-store visits shorter. Customers will receive a text (or email) notification when their order is ready for pickup.

5. To prepare for the first month of business, staff is possibly interested in including a condition of approval that would state that the use be required to notify the City of Hartford 30 days prior to the first official day of operations. Is this proposed time period acceptable to you?

- *A 2-week notification is preferred; however, we are amenable to the 30 day notice as recommended.*

6. I realize that some of this can be fleshed out when you submit your site plan and sign applications, but at least generally, please confirm how any proposed window coverings will comply with both the State of Connecticut's requirements for this business type and the local window signage regulations. The City of Hartford prohibits the covering of more than 30% of any set of windows, or more than 50% of any one window.

- *Based on the fact that the building sits in the back on the property and is not visible from the street, we prefer that the windows be 100% tinted.*

# Conceptual Site Plan



# **Hartford Dispensary**

1396 Park Street | Parkville Market

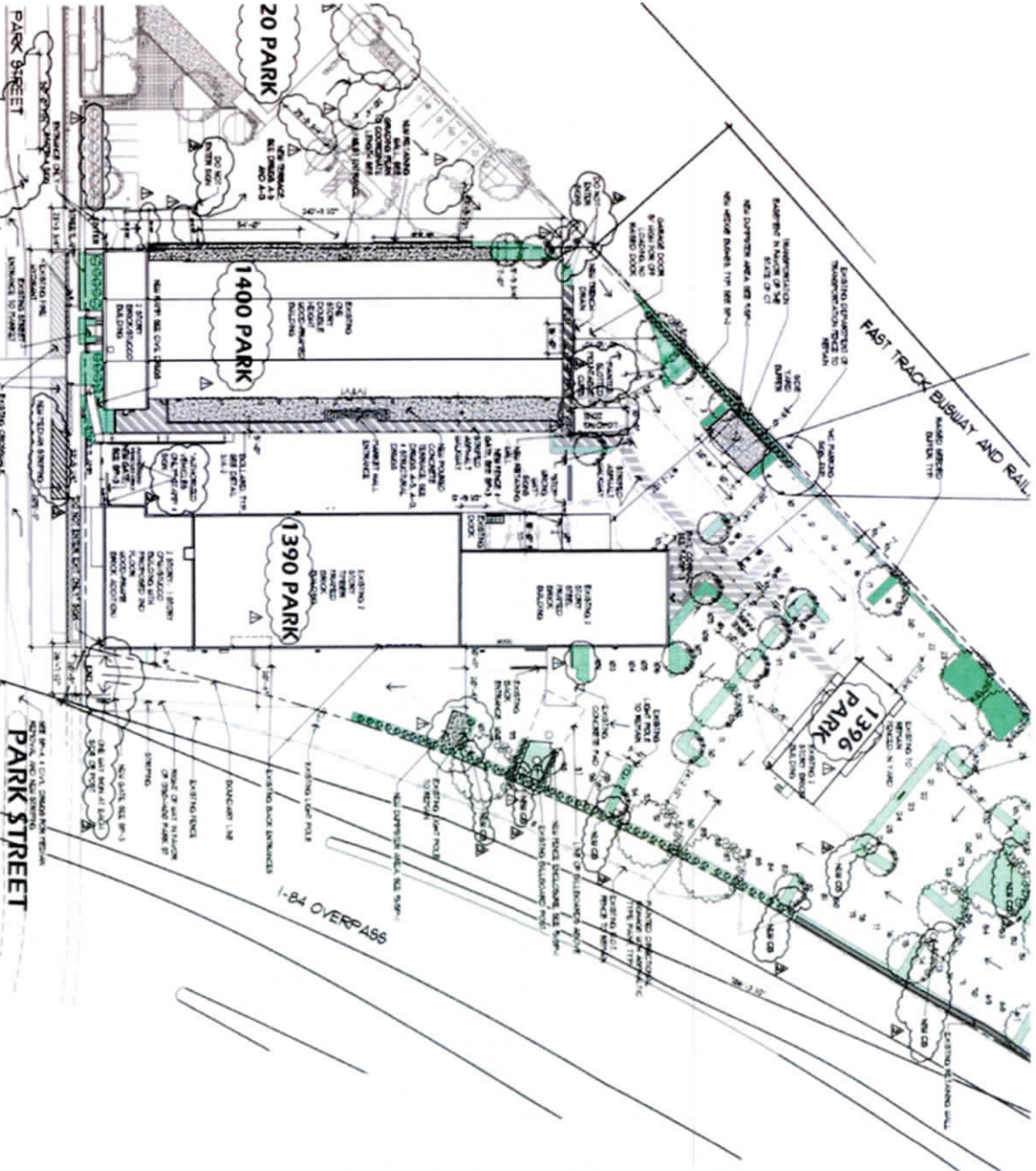


## **SPECIAL PERMIT APPLICATION**

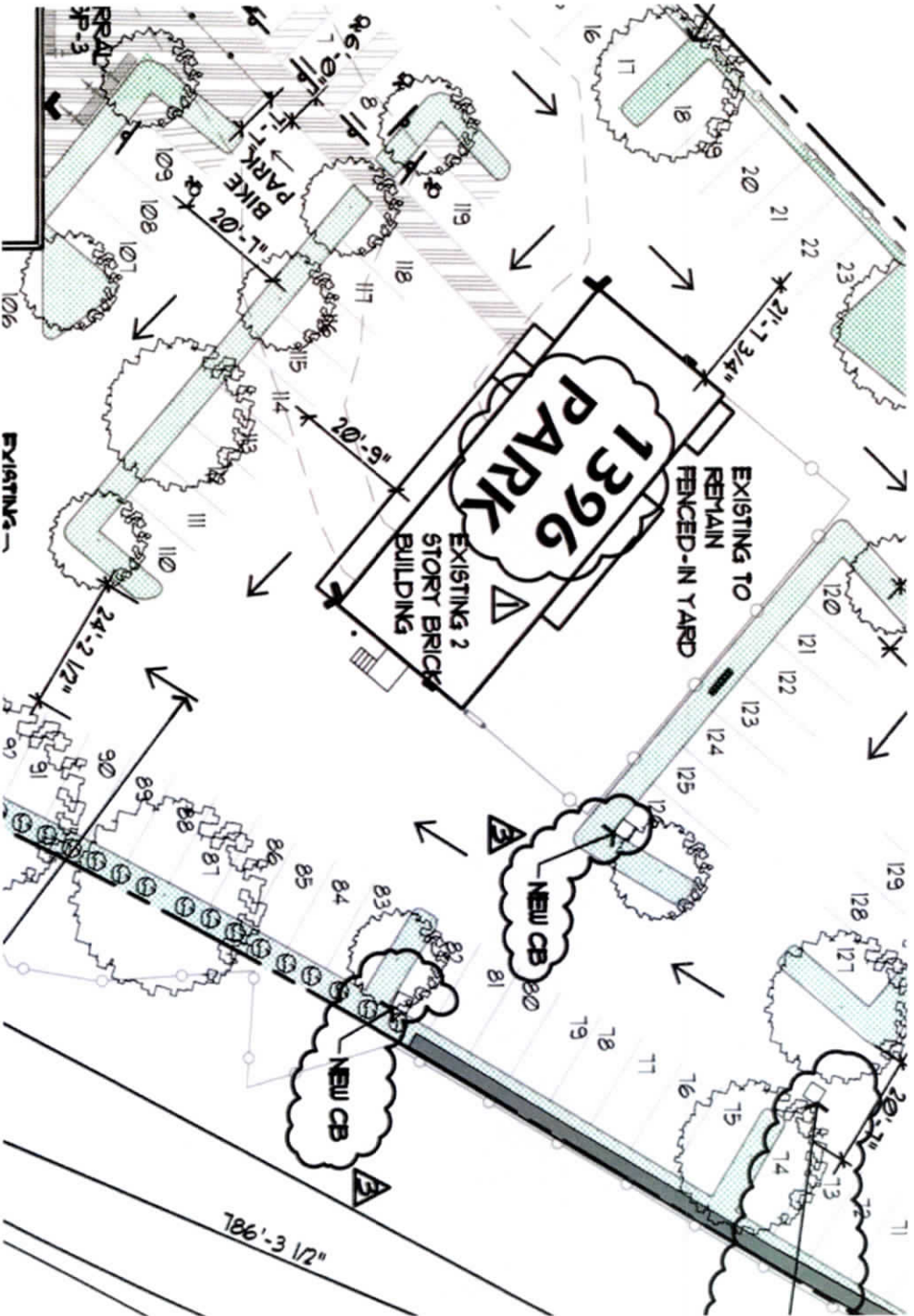
### **Site Enhancement Overview**

July 13<sup>th</sup>, 2022 Meeting

# Site Plan Full Campus View

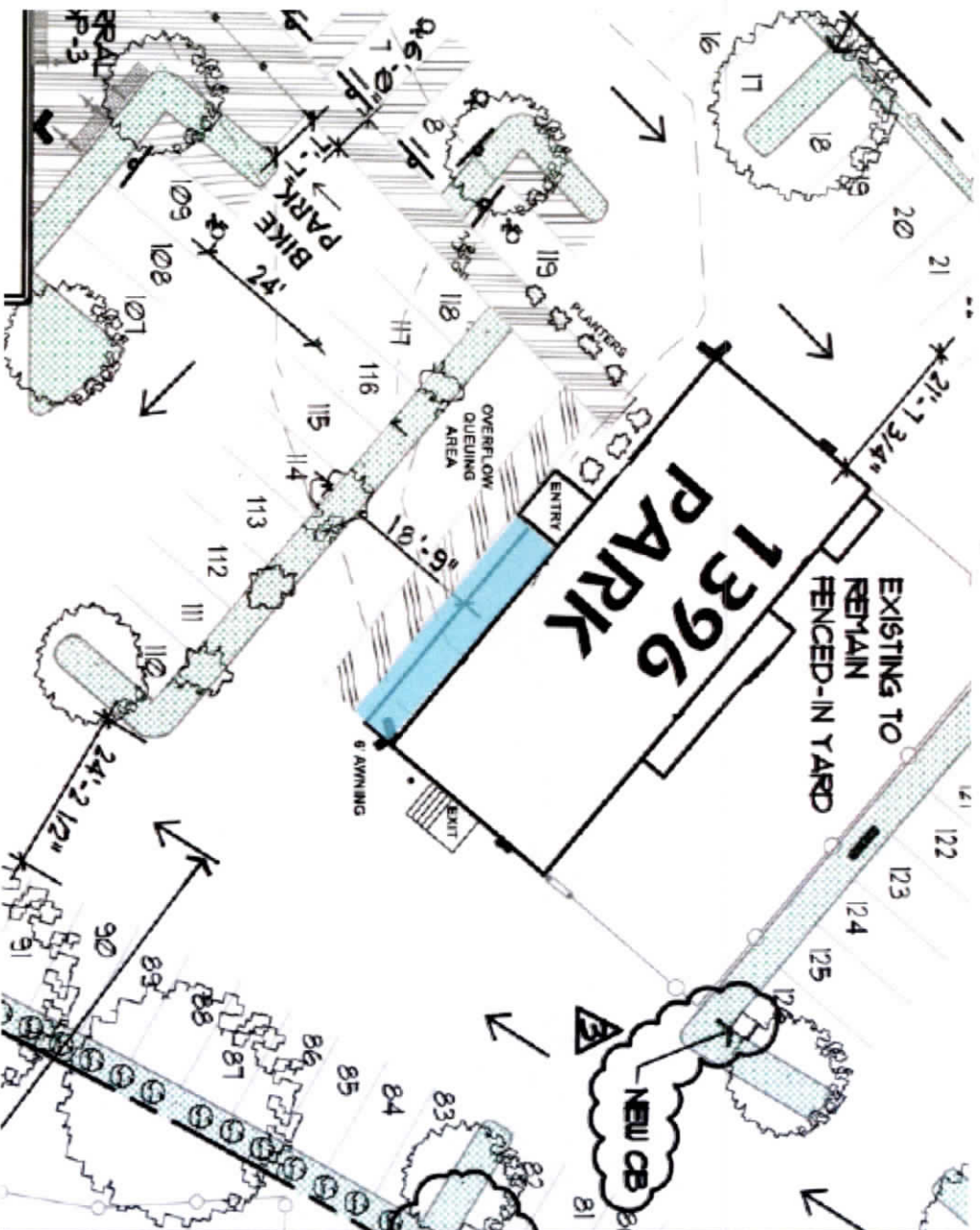


# Building View – Original (from Site Plan)





# Building View – Proposed



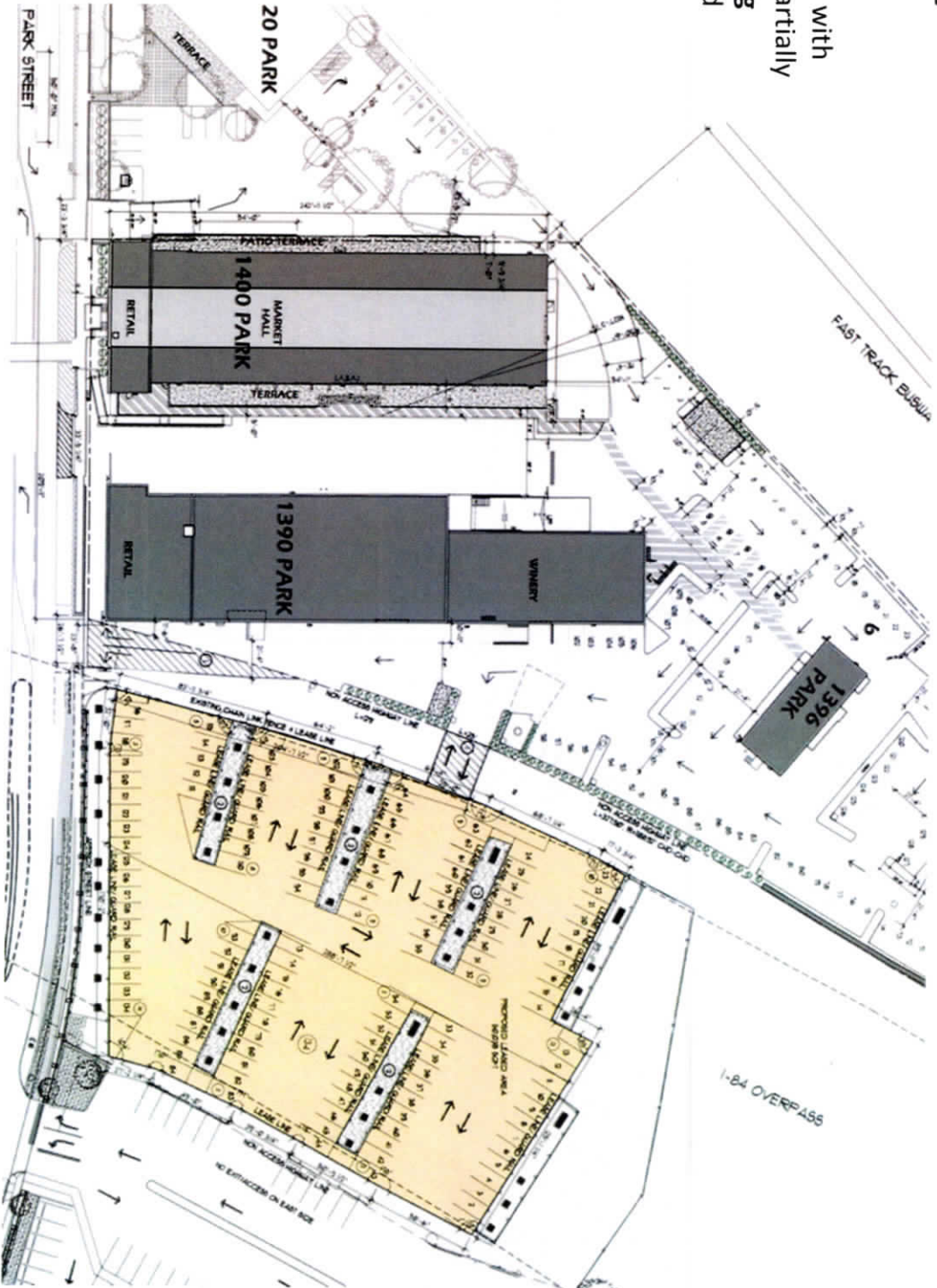
## Changes

- Adding a 8'x12' bump-out for entry
- 6' awning (in blue) over main queuing area
- Parking spots 110 - 118 flipped, to eliminate cars right in front of building
- Striped walkway extended along building
- Designated overflow queuing area
- Planters used to block cars cutting thru
- Flow of traffic now all goes up and around the building in question.
- The median island by spots 110-118 will be curbed and planted (is currently only painted).
- Additional large planters will be used to further protect customers using walkways.
- Fenced-in area in the back to remain, and will only be used for secure deliveries, storing of dumpster and employee break time.

# New Parking Layout Campus View

The dispensary entity is working with the Parkville Market owner to partially fund **132 additional new parking spots**, with lighting for enhanced security.

Dispensary customers will also have shared access to the 200 parking spots already on the campus.





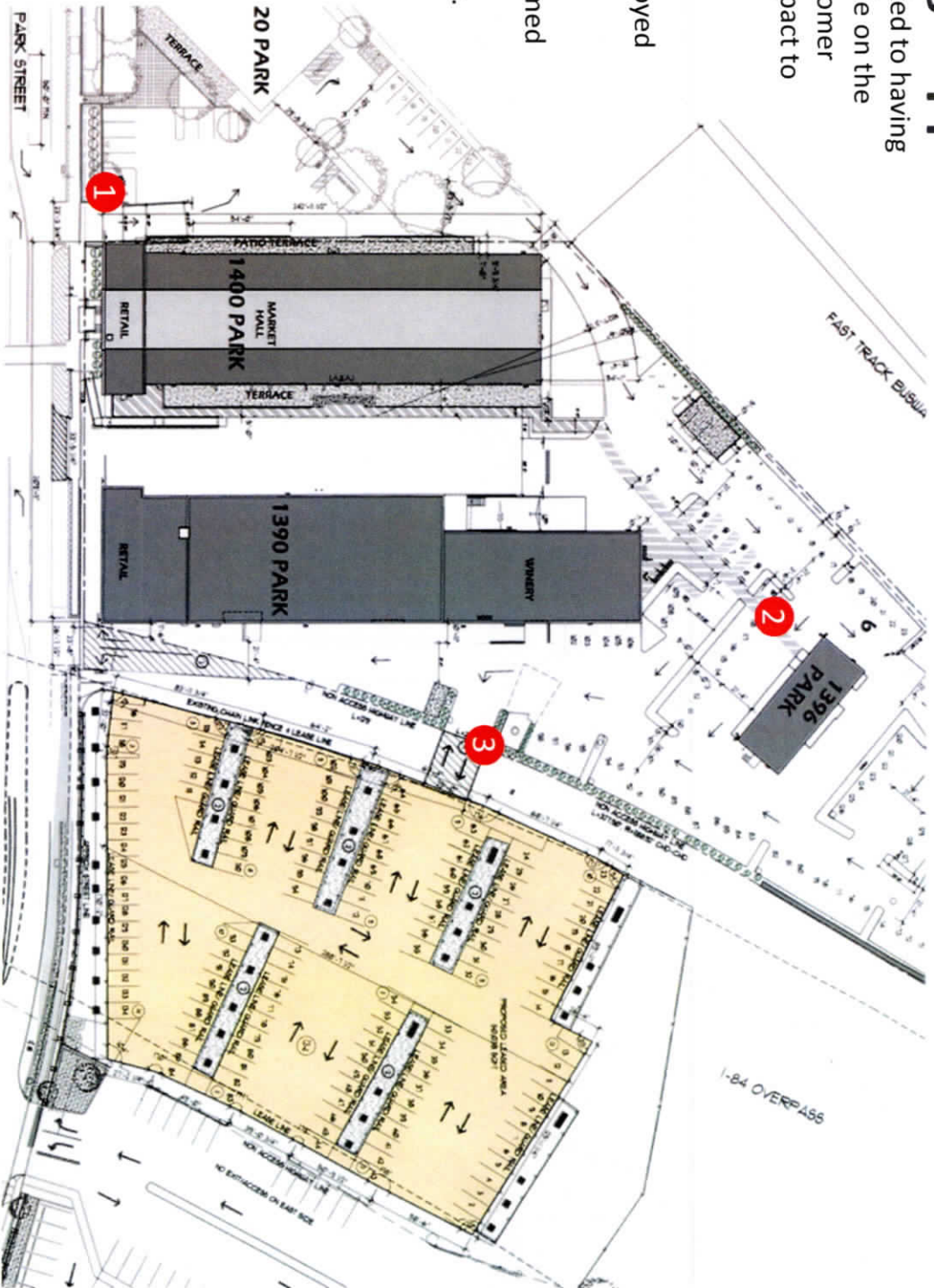
# Traffic & Parking Support

The dispensary entity is committed to having additional team members outside on the parking to help support the customer experience and minimize the impact to the rest of the Parkville Market businesses & visitors.

The team members will be deployed for the first several weeks until, working with the HPD and the Parkville Market owner it is deemed no longer necessary, and one or more will then be pulled back.

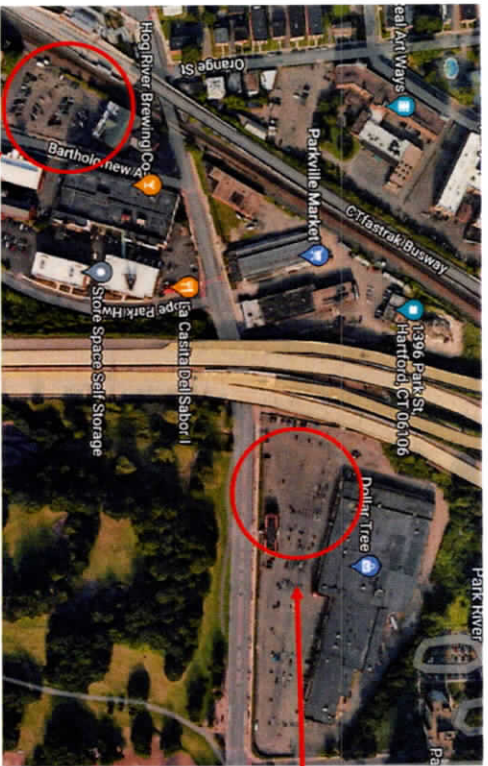
## Staff Locations

1. Entry of 1400
2. By the building at 1396
3. Helping w/ overflow parking



# Overflow Parking

Working with our Parkville neighbors at 1200 & 1477 Park Street, the following areas have been approved to be used as needed if additional parking is ever required.



1477 Park Street



1200 Park Street

