

**Ansonia 35 North Main Street  
Building #12 and Two Development Pads  
City of Ansonia  
Office of Economic Development**



**Developer's Package  
for  
Purchase, Lease and/or Development  
of Building and/or Parcel(s)**

Dated: February 20, 2024

Prepared by:



89 Colony Street  
Meriden, CT 06451  
(203) 379-0467

## Invitation for Proposals

The City of Ansonia acting by and through the Office of Economic Development will receive proposals for the purchase, Lease or combination of for the development of the Ansonia Commerce Park located south of Main Street across from the Eagle Hose Fire Department on Main Street. Developer's can submit proposals for the development of the entire parcel or any portion of the parcel as depicted on the City of Ansonia site plan prepared by DeCarlo & Doll, Inc. development Concept Plan. The development of the 35 North Main Street Commerce Park land will be on the highest and best use of the parcel(s), and their compatibility with the terms and conditions set forth in the Invitation for Proposal. Copies of the proposal can be obtained through the Town and City Clerk's Office or by email request to [dbranch@ansoniacct.org](mailto:dbranch@ansoniacct.org) or [somalley@ansoniacct.org](mailto:somalley@ansoniacct.org).

Proposals will be received until 2:00 PM on the March 13, 2024 at the Office of the Town and City Clerk, 253 Main Street, Ansonia, CT 06401. Proposal packages may be obtained at the Office of the Town and City clerk office ([dbranch@ansoniacct.org](mailto:dbranch@ansoniacct.org) or [somalley@ansoniacct.org](mailto:somalley@ansoniacct.org)). A certified check or bank draft payable to the order of the City of Ansonia shall be submitted with each proposal in an amount equal to \$2,500.00, which will act as a Good Faith Deposit. Questions should be directed to Sheila O'Malley, Office of Economic Development at [somalley@ansoniacct.org](mailto:somalley@ansoniacct.org). All inquiries will be responded to in writing.

The City reserves the right to reject any and all proposals or part thereof if it is determined by the City that the proposal is not in its best interest.

Sheila O'Malley Economic Development Director  
City of Ansonia

## PROJECT DESCRIPTION

HUD EDI Grant Number: B-23-CP-CT-0311  
City of Ansonia –SWH Casting Company  
35 North Main Street, Ansonia, CT  
Grant Amount: \$2,900,000  
Date: February 7, 2024  
Contact: Shelia O'Malley, Director of Economic Development  
City of Ansonia, Economic Development Office  
53 Main Street, Ansonia, CT 06401  
[somalley@ansoniact.org](mailto:somalley@ansoniact.org)  
(203) 736-5940

### PROJECT DESCRIPTION:

The City of Ansonia acquired the former Pandel/SHW property (35 North Main Street) through tax foreclosure and intends to provide Public Works infrastructure improvements - access road, utilities, and renovation of Building 12 and creation of two additional new site pads in order to convert the 4+/- acre portion of the site back to a usable economic development asset.

This overview narrative is intended for use in the HUD EDI FY 2023 Grant Agreement and Federal environmental review to provide funding for the Public Works access road improvements along with upgrading all utilities to the 4+/-acre site in order to encourage private investment.

As shown on Figure 1: Partial Topographic Survey map 1/1 showing 2 building pads with parking and road plus building area for building #12 and Figure 3/3: Public Works Infrastructure utility plan, the proposed site sits on a 4+/- acre on the southeast portion of the former Farrel/SHW industrial complex that Ansonia is redeveloping in the center of the City.

The City of Ansonia, with financial assistance from the State of Connecticut Department of Economic and Community Development (DECD), prepared a Municipal Development Plan (MDP). The North End Economic Recovery (NEER) Project Plan document, which includes all of the 35 North Main Street properties was prepared for the City of Ansonia and its designated implementing agency, the Economic Development Office to promote and foster economic development activities in the City.

The Public Works infrastructure and utility upgrades will provide an Access Road that will intersect with Main Street. The access road will include a 60' ROW with a 30' bituminous paved roadway with all utilities (city storm, city sanitary sewer, gas, water, electric, telephone and cable). The new access roads will provide for two new economic development building pads for manufacturing/office development to a 4+/- acre portion of

the larger site that is currently blocked from roadway and utility access by existing buildings. The City of Ansonia owns and will control the land and ROW within the NEER MDP.

The City demolished all of Building #11 within the project area due to public safety concerns. The demolition was reviewed and approved by CT State Historic Preservation Office (SHPO) for historic preservation review. The demolition has also been reviewed by the CT Department of Energy and Environmental Protection (DEEP) for environmental remediation and abatement.

The current HUD Grant covers the following activities:

1. Completion of Demolition of Building #11 and site cleanup.
2. Stabilization and maintenance of Building #12 (Roll Shop).
3. Construction of two new building pads.
4. Construction of a 30' wide Access Road and Parking Areas.
5. Construction of new Underground Utilities in the Access Road.
6. Construction of Site Lighting, landscaping, and accessories.
7. Modifications to the existing off-site traffic signal in N. Main St. and Main St. Intersection.
8. Assessment and reconstruction to existing retaining wall along N. Main St.
9. Replacing existing sidewalk on N. Main St. along retaining wall, with new guiderail and fencing.
10. Design and Construction Administration Fees.
11. Utility Company Fees.
12. State Permit Fees.

The proposed building pads are intended for future economic improvements or industrial development by others. That future building development is not within the scope of the HUD Grant. Future economic development Industrial development is anticipated following building pad preparation and access road construction. No residential development is proposed for the project area. All new construction would meet current City of Ansonia, HUD EDI grant requirements, State of Connecticut, DECD Economic development grant assistance and utility company requirements. Future building construction would meet CT Building Code requirements.

**A) Project Area:**

The 4.0 ± ac. site is bounded by:

**North:** ACB Building #20 (Extrusion Mill).

**East:** North Main Street, Liberty Street, and residential neighborhoods.

**South:** Main Street and Maple Street (CT Route 334).

**West:** The Metro North Railroad (Waterbury Branch). The railroad Right of Way bisects the larger mill complex, and abuts Building #12.

**B) Site Description:**

The 35 North Main St. – SHW Casting Company site is the former Pandel/SHW facility (the Site) and comprised of 4+/- acres of land that is adjacent to the Metro North commuter railroad's Waterbury line.

The Site contains limited-paved areas and several structures all vacant and abandoned by the previous owners, which are have been demolished and removal except for Building #12.

The Site is currently vacant for several years. There is one paved access to the interior of 35 North Main Street, which provides access to the site.

The Site was part of the larger mill complex that had been an industrial manufacturing facility since the 1800s. The products used at the Site were brass, copper, and copper alloys. The manufacturing activities known to have been conducted include the extrusion of metal rods, drawing wire, casting, coiling, annealing, tinning, pickling, rolling, cutting and grinding. The Site operated at full capacity until approximately 2006, at which point some of the operations and staff were terminated. From 2017 through 2019, both Connecticut Department of Energy and Environmental Protection (CTDEEP) and US Environmental Protection Agency (EPA) conducted emergency response actions at the Site to address imminent hazards to the public based on multiple contaminants of concern.

**C) Proposed Construction:**

The City of Ansonia needs to complete the limited demolition of 35 North Main Street except for Building #12 and to remove materials remaining if any. Contractors have filed all necessary notifications to federal, state, and local entities. Remove and dispose of all regulated materials throughout the Buildings. Remove and dispose of all Transite siding and roofing materials in a traditional manner. Remove and dispose of all contaminated porous building components as friable asbestos containing materials. Site work includes cleaning the slab in its entirety and dispose of all debris as asbestos containing waste. Fill all pits/voids with clean masonry.

Install a fence along North Main Street to match existing fence to close and secure the site.

The City's revitalization effort requires the construction of the public Access Road to Main and N Main Streets. The City owns and controls the rights of way across this property. This revitalization effort will create 2 new building pads within the 4+/- acre site. These activities have already been approved by the Ansonia Economic Development Office.

The site work infrastructure improvements will include; all survey, preliminary and final design services, structural and site design documents, rights of way maps, any City Federal and State agency's permit applications will be secured prior to, construction documents for bidding and award services.

Construction phase services will include construction administration/resident project inspection. HUD, DECD and local funds would be applied toward these improvements.

Roadway Area will include:

- Full Depth Reconstruction Access Roadway 376 LF;
- Full Depth Reconstruction, Access Parking Lots 30942 SF;
- Concrete Building Pads at Access 23605 SF;
- 5 FT Concrete Sidewalk along Access 1880 SF;
- Landscaping/Topsoil/Reseeding 1 LS.
- Site Lighting 1 LS.
- Sediment and Erosion Controls 1 LS.

The City of Ansonia will own and maintain the new access road as part of the City's Right of Way.

Also included is modifications to 1 Traffic Signal at Main and North Main intersection. An Encroachment Permit from CTDOT District 4 will be required, as well signal modifications from the CTDOT Office of State Traffic Administration.

Utilities will include: Water Main 770 LF; Gas Main 770 LF; Electrical 770 LF; and Sewer Main 770 LF.

Note: utilities extend beyond Access Road through parking lot to building pads, and buildings

Water services for Ansonia are provided through Regional Water Authority which is a private utility governed by CT General Statutes. Maintenance of this facility is the responsibility of the Regional Water Authority. The Regional Water Authority and the City have entered into the appropriate operation and maintenance agreement.

The sanitary sewers and the storm system are a directly controlled by the City of Ansonia Department of Public Works and they will maintain all of those services.

As stated above the site work Infrastructure improvements will include all public and private utilities and are consistent with the HUD EDI investment criteria, State DECD requirements in that the Public Works and Infrastructure project will provide reasonable improved access road off of Main Street and North Main streets.

Refer to the attached maps for proposed construction.

Exhibit "A"

Developer's Statement for Public Disclosure

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A. Developer

Name of Development: \_\_\_\_\_

Address and Zip Code of Developer: \_\_\_\_\_

\_\_\_\_\_

IRS Number of Developer: \_\_\_\_\_

The Developer proposes to enter into a contract for, or understanding with respect to the purchase of 4+/- acres of land within the Ansonia 35 North main street Economic Development project area noted as former SHW Parcel, and as shown on survey entitled City of Ansonia economic development parcel located on the corner of Main street and North Main streets across from the Eagle Hose Fire Station, As prepared by DeCarlo & Doll, Inc. for the City of Ansonia, State of Connecticut. The Developer will use and develop the property as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the Developer is not an individual doing business under this own name, the Developer has the status indicated below and is organized or operating under the laws of \_\_\_\_\_:

- (     )     A Corporation
- (     )     A non-profit or charitable institution or corporation
- (     )     A partnership known as
- (     )     A business association or a joint venture known as
- (     )     A Federal, State or local government or instrumentality thereof.
- (     )     Other (explain).

If the Developer is not an individual or a government agency or instrumentality, give date of organization: \_\_\_\_\_

Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Developer, other



than a government agency or instrumentality, are set forth as follows:

- A. If the Developer is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.
- B. If the Development is a non-profit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- C. If the Developer is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- D. If the Developer is a business association or a joint venter, each participant and either the percent of interest or a description of the character and extent of interest.
- E. If the Developer is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

Name, Address, and Zip Code	Position Title (if any) Percent of Interest Or Description of Character and Extent of Interest
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Name, address, and nature of extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5, which gives such person or entity more than a computed 10% interest in the Development (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Developer; or more than 50% of the stock in a corporation which holds 20% of the stock of the Developer.

Name, Address, and Zip Code	Description of Character and Extent of Interest
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Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

Certification

I (we) \_\_\_\_\_ certify that this Developer's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address/Zip Code

\_\_\_\_\_  
Address/Zip Code



6. Sources and amount of cash available to Developer to meet equity requirements of the proposed undertaking:

In banks:

Name, Address and Zip Code of Bank \$ Amount

By loans from affiliated or associated corporations or firms.

Name, Address and Zip Code of Bank \$ Amount

By sale or readily salable assets:

Description \$ Market Value \$Mortgages/Liens

7. Names and addresses of bank references:
8. A. Has the Developer or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Developer's offices or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Developer's Statement for Public Disclosure and referred to herein as "Principals of the Developer") been adjudged bankrupt, either voluntarily or involuntarily, within the past 10 years? ( ) Yes ( ) No

If yes, give date, place, and under what name.

- B. Has the Developer or anyone referred to above as "Principals of the Developer" been indicated for or convicted of any felony within the past 10 years? ( ) Yes ( ) No

If yes, give for each case (1) date, (2) charge, (3) place, (4) court, and (5) action taken. Attach any explanation deemed necessary.

9. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Developer or any of the principals of the Developer, including identification and brief description of each project and date of completion (attach as exhibits if necessary):

10. If the Developer or a parent corporation, a subsidiary, an affiliate, or a principal of the Developer is to participate in the development of the building as a construction contractor or builder:

A. Name and address of such contractor or builder:

- B. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ( ) Yes ( ) No

If yes, explain:

- C. Total amount of construction or development work performed by such contractor or builder during the last three years: \$

General description of such work:

- D. Construction contracts or developments now being performed by such contractor or builder:

Identification of Contract or Development	Location	Amount	Date to be Completed
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- E. Outstanding construction-contract bids of such contractors builder:

Awarding Agency	Amount	Date Opened
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11. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the development of the building specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

12. A. Does any member of the City of Ansonia, Agencies, Boards and/or Commissions to which the accompanying bid or proposal is being made or any officer or employee of the City of Ansonia who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Developer's proposal is being made available, have any direct or indirect personal interest in the Developer or

in the development or redevelopment of the property upon the basis of such proposal? ( ) Yes ( ) No

If yes, explain.

## Certification

I (we) \_\_\_\_\_ certify that this Developer's Statement of Qualifications and Financial Responsibility and the attached evidence of the Developer's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address/Zip Code

\_\_\_\_\_  
Address/Zip Code



Part I

Form of Disposition Contract

AGREEMENT, consisting of this Part I and Part II (Form HUD-6209B, 9-69) annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the \_\_\_\_ day of 2024, by and between the City of Ansonia, a municipal corporation organized and existing by virtue of an Act of the General Assembly of the State of Connecticut, (hereinafter called "City") and \_\_\_\_\_ (hereinafter called "Developer" and having an office for the transaction of business at

In the City/City of \_\_\_\_\_, County of \_\_\_\_\_  
And State of \_\_\_\_\_, WITNESSETH:

WHEREAS, the City, has offered to sell and the Developer is willing to purchase certain real property more particularly described in Schedule A annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the uses specified in the Form of Proposal in accordance with the Agreement; and

WHEREAS, the City believes that the redevelopment of the property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Sec. 1. Sale: Purchase Price

Subject to all the terms, covenants, and conditions of the Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefore, the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), hereinafter called "Purchase Price", to be paid in cash or by certified check simultaneously with the delivery of the Deed conveying the Property to the Developer.

Sec. 2. Conveyance of Property

(A) Form of Deed. The City shall convey to the Developer title to the Property by Quit Claim Deed (hereinafter called "Deed"). Such conveyance and title shall, in addition to the conditions subsequent provided for in Section 704 hereof and to all other conditions, covenants and restrictions set forth or referred to elsewhere in the

Agreement, be subject to:

- (1) That the conveyance is subject to any and all provisions of any ordinance, municipal regulation or public or private law.
- (B) Time and Place for Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Developer on \_\_\_\_\_, 2024, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the City and the Developer shall accept such conveyance and pay the Purchase Price to the City at such time and place.
- (C) Recordation of Deed. The Developer shall promptly file the Deed for recordation among the records of the City. The Developer shall pay all costs for so recording the Deed.
- (D) Cost of Closing. The cost of title insurance or other title evidence and the closing expenses incurred by the Developer shall be borne by the Developer. The City shall, pay the cost of preparation of the Deed and the costs of closing specifically incurred by said City for its benefit and no others.

### Sec. 3. Good Faith Deposit

- (A) Amount. The Developer has, prior to the execution of the Agreement by the City, delivered to the City a good faith deposit of a certified check payable to the City of Ansonia Office of Economic Development in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), hereinafter called "Deposit", as security for the performance of the obligations of the Developer to be performed prior to the return of the Deposit to the Developer, or its retention by the City as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with the Agreement. The Deposit shall be deposited in account of the City in a bank or trust company selected by it.
- (B) Interest. The City shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon, such interest when received by the City shall be paid to the Developer when the Certificate of Substantial Completion is issued.
- (C) Retention by City. Upon termination of the Agreement as provided in Sections 703 and 704 hereof, the Deposit or the proceeds of the Deposit, if not therefore returned to the Developer pursuant to paragraph (d) of this Section, including all interest payable on such Deposit or the proceeds thereof after such termination, shall be retained by the City as provided in

Sections 703 and 704 hereof.

- (D) Return to Developer. Upon termination of the Agreement as provided in Section 702 hereof, the Deposit shall be returned to the Developer by the City as provided in Section 702 hereof. If the Agreement shall not have been terminated as in Section 702 or 703 hereof provided, the City return the Deposit to the Developer upon completion of the improvements.

#### Sec. 4. Time for Commencement and Completion of Improvements

The construction of the improvements referred to in Section 301 hereof shall be commenced in any event within \_\_\_\_\_ (\_\_\_\_\_) months after the date of the Deed, and, except as otherwise provided in the Agreement, shall be completed within \_\_\_\_\_ (\_\_\_\_\_) months after such date.

#### Sec. 5. Time for Certain Other Actions

- (A) Time for Submission of Construction Plans. The time within which the Developer shall submit "Construction Plans" (as defined in Section 301 hereof) to the City in any event, pursuant to Section 301 hereof, shall be not later than (\_\_\_\_) days from the date of the Agreement.
- (B) Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (C) of this Section 5, the time within which the Developer shall submit any new or corrected Construction Plans as provided for in Section 301 hereof shall be not later than \_\_\_\_\_ (\_\_\_\_\_) days after the date the Developer receives written notice from the City of the City's rejection of the Construction Plans referred to in the latest such notice.
- (C) Maximum Time for Approved Construction Plans. In any event, the time within which the Developer shall submit Construction Plans which conform to the requirements of Section 301 hereof and are approved by the City shall be not later than \_\_\_\_\_ (\_\_\_\_\_) days after date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.
- (D) Time for City Action on Change in Construction Plans. The time within which the City may reject any change in the Construction Plans, as provided in Section 302 hereof, shall be \_\_\_\_\_ (\_\_\_\_\_) days after the date of the City's receipt of notice of such change.
- (E) Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Developer shall submit to the City; in any event, evidence as to the equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall

be not later than \_\_\_\_\_ (\_\_\_\_\_) days after the date or written notice to the Developer of approval of the Construction Plans by the City, or, if the Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, after the expiration of thirty (30) days following the date of receipt by the City of the Construction Plans so deemed approved.

#### Sec. 6. Period of Duration of Covenant on Use

The covenant pertaining to the uses of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Deed until \_\_\_\_\_ or until such date thereafter to which it may be extended by proper amendment of this Agreement, on which date, as the case may be, such covenant shall terminate.

#### Sec. 7. Notices and Demands

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (i) in the case of the Developer, is addressed to or delivered personally to the Developer at \_\_\_\_\_; and
- (ii) in the case of the City, is addressed to or delivered personally to the City at:

City of Ansonia  
Office of Economic Development  
253 Main Street  
Ansonia, CT 06401

Or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

#### Sec. 8. Counterparts

The Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused the Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City or City Clerk, and the Developer has caused the Agreement to be duly executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Secretary, on or as of the day first above written.

SIGNED, SEALED AND DELIVERED  
In the presence of:

CITY OF Ansonia  
or AUTHORIZED OFFICIAL

\_\_\_\_\_

\_\_\_\_\_  
David S. Cassetti, Mayor

Attest:

(SEAL)

\_\_\_\_\_  
City Clerk

Signed, Sealed and Delivered  
in the presence of:

DEVELOPER

\_\_\_\_\_

\_\_\_\_\_  
President and/or  
Officer \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary  
STATE OF CONNECTICUT

ss Ansonia

Date:

COUNTY OF NEW HAVEN

Personally appeared \_\_\_\_\_, Mayor or authorized official of the City of Ansonia, a municipal corporation, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed as Mayor or authorized official of the City of Ansonia, the above-described municipal corporation, and the free act and deed of said corporation, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
for New Haven County

STATE OF CONNECTICUT

ss Ansonia

Date:

COUNTY OF NEW HAVEN

Personally appeared \_\_\_\_\_, President of \_\_\_\_\_  
Signer and Sealer of the foregoing instrument and acknowledged the same to be his  
free act and deed before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
for New Haven County

Exhibit "C"

Schedule A

Description of Property

See Exhibit 1A and Exhibit 1B attached.

Exhibit "D"

Form of Proposal

City of Ansonia  
Office of Economic Development  
253 Main Street  
Ansonia, CT 06401

Attn: Sheila O'Malley  
Executive Director

Re:

Dear Ms. O'Malley:

I/We am/are pleased to submit the following proposal for the purchase and development of the

I/We have read the form of Disposition Contract and I/we will adhere to all of the requirements contained therein.

In accordance with the terms and conditions to be set forth in the Disposition Contract, I/we will purchase and develop the \_\_\_\_\_ to be used for the purpose of \_\_\_\_\_

I/we propose to buy the land, in accordance with this proposal, should it be acceptable, at the price of \$\_\_\_\_\_.

All of the plans submitted to the City have been and will be prepared by an architect/engineer who is registered to practice in the State of Connecticut.

My/Our financial ability to carry out this project is set forth in the following documents which I have enclosed:

1. Completed and signed copy of the Developer's Statement for Public Disclosure.
2. Completed and signed copy of the Developer's Statement of Qualifications and Financial Responsibility.



3. It is understood that our Good Faith Deposit in accordance with the Invitation for Proposals may, at the option of the City of Ansonia, be forfeited in whole or in part if I/we fail, after being selected as Developer, to comply with the requirements of the City of Ansonia as outlined in the Instruction to Developers and the Disposition Contract.

I/We trust that this proposal will meet with your approval.

Sincerely,

---

President or authorized official

Terms and Conditions

Part II

of

Contract for

By and Between

Developer

and the

City of Ansonia

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## Article II. RIGHTS OF ACCESS TO PROPERTY

SEC. 201. Right of Entry for Utility Service. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 of Part I hereof.

SEC. 202. Developer Not to Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 of Part I hereof, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the developer, the City shall use its best efforts to assure that such approval shall not be withheld unreasonably.

SEC. 203. Access to Property. Prior to the conveyance of the Property by the City to the developer, the City shall permit representatives of the developer to have access to any part of the Property as to which the City holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the City to the developer, the developer shall permit the representatives of the City or its agent access to the Property at all reasonable times which any of the deems necessary for the purposes of the Agreement, the Cooperation Agreement, or the Contract for Loan and Capital grant, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

## Article III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC 301. Plans for Construction of Improvements. Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Agreement, and all applicable State and local laws and regulations. As promptly as possible after the date of the Agreement, and in any event, no later than the time specified therefor in Paragraph (a), Section 5 of Part I hereof, the developer shall submit to the City, for approval by the City plans, drawings, specifications, and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided, are, except as otherwise clearly indicated by the context, hereinafter

collectively called "Construction Plans" with respect to the improvements to be constructed by the developer on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the provisions of the Agreement. The City shall, if the Construction Plans originally submitted conform to the provisions of the Agreement, approve in writing such Construction Plans and no further filing by the developer or approval by the City thereof shall be required except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made with thirty (30) days after the date of their receipt by the City. If the City so rejects the Construction Plans in whole or in part as not being in conformity with the Agreement, the developer shall submit new or corrected Construction Plans which are in conformity with the Agreement, within the time specified therefor in Paragraph (b), Section 5 of Part I hereof, after written notification to the developer of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Plans herein above provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City: Provided, That in any event the developer shall submit Construction Plans which are in conformity with the requirements of the Agreement, as determined by the City, no later than the time specified therefor in Paragraph (c), Section 5 of Part I hereof. All work with respect to the improvements to be constructed or provided by the developer on the Property shall be in conformity with the Construction Plans as approved by the City. The term "Improvements", as used in this Agreement, shall be deemed to have reference to the improvements as provided and specified in the Construction Plans as so approved.

SEC. 302. Changes in Construction Plans. If the developer desires to make any change in the Construction Plans after their approval by the City, the developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of Section 301 hereof with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the developer, setting forth in detail the reasons therefor, shall be made within the period specified therefor in Paragraph (d), Section 5 of Part I hereof.

SEC. 303. Evidence of Equity Capital and Mortgage Financing. As promptly as possible after approval by the City of the Construction Plans, and in any event, no later than the time specified therefor in Paragraph (3), Section 5 of Part I hereof, the developer shall submit to the City evidence satisfactory to the City that the developer has the equity capital and commitments for mortgage financing necessary for the construction of the Improvements.

SEC. 304. Approvals of Construction Plans and Evidence of Financing As

Conditions Precedent to Conveyance. The submission of construction Plans and their approval by the City as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for mortgage financing as provided in Section 303 hereof, are conditions precedent to the obligation of the City to convey the Property to the developer.

SEC. 305. Commencement and Completion of Construction of Improvements. The developer agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof, and the Deed shall contain covenants on the part of the developer for itself and such successors and assigns, that the developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun within the period specified in Section 4 of Part I hereof and be completed within the period as specified in such Section 4. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the City and enforceable by the City against the developer and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 306. Progress Reports. Subsequent to conveyance of the Property, or any part thereof, to the developer, and until construction of the Improvements has been completed, the developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the developer with respect to such construction.

SEC. 307. Certificate of Completion.

(a) Promptly after completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), the City will furnish the developer with an appropriate instrument so certifying. Such certification by the City shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the developer, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof.

(b) Each certification provided for in this Section 307 shall be in such form as will enable it to be recorded in the proper office for the recordation of deed and other instruments pertaining to the Property, including the Deed. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within thirty (30) days after written request by the developer, provide the



developer with a written statement, indicating in adequate detail in what respects the developer has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for the developer to take or perform in order to obtain such certification.

#### Article IV. RESTRICTIONS UPON USE OF PROPERTY

SEC. 401. Restrictions on Use. The developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any party thereof, and the Deed shall contain covenants on the part of the developer for itself, and such successors and assigns, that the developer, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with, the uses specified in the Agreement and
- (b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 402. Covenant; Binding Upon Successors In Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in subdivision (b) of Section 401 hereof), against the developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the agreement and covenant provided in subdivision (a) of Section 401 hereof shall remain in effect for the period of time, or until the date, specific or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in subdivision (b) of Section 401 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the developer itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof.

SEC. 403. City and United States Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

#### Article V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 501. Representations As to Development. The developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to the Agreement, are, and will purpose of redevelopment of the Property and not for speculation in land holding. The developer further recognizes that, in view of

- (A) the importance of the redevelopment of the Property to the general welfare of the community;
- (B) the substantial financing and other public aids that have been made available by law and by the Federal and local Governments for the purpose of making such redevelopment possible; and
- (C) the fact that a transfer of the stock in the developer or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such stock or with respect to the identify of the parties in control of the developer or the degree thereof, is for practical purposes a transfer or disposition of the Property than owned by the developer,

the qualifications and identity of the developer, and its stockholders, are of particular concern to the community and the City. The developer further recognizes that it is because of such qualifications and identity that the City is entering into the Agreement with the developer, and, in so doing, is further willing to accept and rely on the

obligations of the developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in the Agreement.

SEC. 502. Prohibition Against Transfer of Shares of Stock; Binding Upon Stockholders Individually. For the foregoing reasons, the developer represents and agrees for itself, its stockholders, and any successor in interest of itself and its stockholders, respectively that: prior to completion of the Improvements as certified by the City, and without the prior written approval of the City, (a) there shall be no transfer by any party owning 10 percent or more of the stock in the developer (which term shall be deemed for the purpose of this and related provisions to include successors in interest of such stock or any part thereof interest therein), (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the developer, or by any owner of 10 percent or more of the stock therein, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the developer or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise. With respect to this provision, the developer and the parties signing this Agreement on behalf of the developer represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 503. Prohibition Against Transfer of Property and of Agreement Assignment. Also, for the foregoing reasons the developer represents and agrees for its successors and assigns, that:

- (A) Except only
  - (1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and
  - (2) as to any individual parts or parcels of the property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the developer is authorized to convey or lease as such Improvements are completed,

the developer (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the City, make or

create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contractor or agreement to do any of the same, without the prior written approval of the City: Provided:, that, prior to the issuance by the City of the certificate provided for in Section 307 hereof as to completion of construction for the Improvements, the developer may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate.

(B) The City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

- (1) any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in the Agreement by the developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part.
- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in the form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the developer under the Agreement and agreed to be subject to all the conditions and restrictions to which the developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or

occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

- (3) there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the developer in writing.
- (4) the consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the developer of the Property (or allocable to the part thereof or interest therein transferred) and the Improvement, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property (or any parts thereof other than those referred to in subdivision (2), Paragraph (a) of this Section 503) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled) the City shall be entitled to increase the Purchase Price to the developer by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (4), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City.
- (5) the developer and its transferee shall comply with such other conditions as the City may find desirable in order to achieve and safeguard the redevelopment of the Property.

Provided, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the developer, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereof.

SEC. 504. Information As to Stockholders. In order to assist in the effectuation of the purposes of this Article V and the statutory objectives generally, the developer agrees that during the period between execution of the Agreement and completion of the Improvements as certified by the City, (a) the developer will promptly notify the City of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the

ownership of such stock or in the relative distribution thereof, or with respect to the identify of the parties in control the developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the developer shall, at such time or times or information; and (b) the developer shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the President or other executive officer of the developer, setting forth all of the stockholders of the developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the developer, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the stock in the developer, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished by the City immediately prior to the delivery of the Deed to the developer and as a condition precedent thereof, and annually thereafter on the anniversary of the date of the Deed until the issuance of a certificate of completion for all the Property.

#### ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 601. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the City, neither the developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the developer to the City. The developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the developer or otherwise.

SEC. 602. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by the Agreement (including any such holder who obtains title to this Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no way be obligated by the provisions of the Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to

so obligate such holder: Provided, that nothing in this Section or any other Section or provision of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Agreement.

SEC. 603. Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the developer with respect to any breach or default by the developer in its obligations or covenants under the Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the Agreement at the last address of such holder shown in the records of the City

SEC. 604. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 603 hereof, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, that if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of the Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in the Agreement, the Improvements on the Property or the part thereof to which the lien or title or such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the City, to a certification or certifications by the City to such effect in the manner provided in Section 307 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or reversioning of title to the Property that the City shall have or be entitled to because of failure of the developer or any successor in interest to the Property, or any other part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the developer or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

SEC. 605. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the developer (or successor in interest) under the Agreement, the holder of any mortgage on the Property or part thereof.

- (A) has but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its

mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or

- (B) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within sixty (60) days after the written demand by the City so to do,

the City shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 606. City's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) and then existing mortgages on the Property authorized by the Agreement.

SEC. 607. Mortgage and Holder. For the purposes of the Agreement: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The



term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust.

## ARTICLE VII. REMEDIES

SEC. 701. In General. Except as otherwise provided in the Agreement, in the event of any default in or breach of the Agreement, or any of its terms and conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. IN case such action not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 702. Termination by Developer Prior to Conveyance. In the event that

- (A) The City does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in the Agreement, and any such failure such not be cured within thirty (30) days after the date of written demand by the developer; or
- (B) the developer shall, after preparation of construction Plans satisfactory to the City, furnish evidence satisfactory to the City that it has bee unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the developer shall, after having submitted such evidence and if so requested by the City, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success,

then the Agreement shall, at the option of the developer, be terminated by written notice thereof to the City, and, except with respect to the return of the Deposit as provided in Paragraph (d), Section 3 of part I hereof, neither the City nor the developer shall have any further rights against or liability to the other under the Agreement.

SEC. 703. Termination by City Prior to Conveyance. In the event that

- (A) Prior to conveyance of the Property the developer and in violation of the Agreement
  - (i) the developer (or any successor in interest) assigns or attempts to

assign the Agreement or any rights therein, or in the Property, or

- (ii) there is any changes in the ownership or distribution of the stock of the developer or with respect to the identity of the parties in control of the developer or the degree thereof; or
- (B) the developer does not submit Construction Plans, as required by the Agreement, or (except as excused under subdivision (b) of Section 702 hereof) evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in the Agreement therefor; and
- (C) the developer does not pay the Purchase Price and take title to the Property upon tender of conveyance by the City pursuant to the Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 703 shall not be cured within thirty (30) days after the date of written demand by the City,

then the agreement, and any rights of the developer, or any assignee or transferee, in the Agreement, or arising therefrom with respect to the City or the Property, shall, at the option of the City, be terminated by the City, in which event, as provided in Paragraph (d), Section 3 of Part I hereof, the Deposit shall be retained by the City as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under the Agreement.

SEC. 704. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property or any part thereof to the developer and prior to completion of the developer and prior to completion of the Improvements as certified by the City.

1. the developer (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by the City so to do; or
2. the developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or

mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City so to do; or

3. there is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the developer, or with respect to the identify of the parties in control of the developer or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the City to the developer.

then the City shall have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by the Deed to the developer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the developer specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of the developer to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the developer, and that such title and all rights and interests of the developer, and any assigns or successors in interest to and in the Property, shall revert to the City: Provided, That such condition subsequent and any reversion of title as a result thereof in the City.

- A. shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and
- B. shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefore as provided in Section 307 hereof.

In addition to and without in any way limited the City's right to reentry as provided for in the preceding sentence, the City shall have the right to retain the Deposit, as provided in Paragraph (d), Section 3 of Part I hereof, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of the developer as specified in the preceding sentence.

SEC. 705. Resale of Reacquired Property; Disposition of Proceeds. Upon the

revesting in the City of title to the Property or any part thereof as provided in Section 704, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the City who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Agreement. Upon such resale of the Property, the proceeds thereof shall be applied:

1. First, to reimburse the City, for all costs and expenses incurred by the City, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the developer and its successor or transferee; and
2. Second, to reimburse the developer, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

SEC. 706. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a

written declaration of the termination of all the right, title, and interest of the developer, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with the Agreement, and for which a certificate of completion as provided in Section 307 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof) its successors in interests and assigns, in the Property, and the revesting of title thereto in the City: Provided, That any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights or to deprive it of or limited such rights in any way (it being the intent of this provision that the City should be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the developer under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the developer under this Section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 707. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the City nor the developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for redevelopment or of the developer with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the City: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 708. Right and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the

performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 709. Party in Position of Surety with Respect to Obligations. The developer, for itself and its successors and assigns, and for all other person who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under the Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

#### ARTICLE VIII. MISCELLANEOUS

SEC. 801. Conflict of Interests; City Representatives Not Individually Liable. No member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the developer or successor or on any obligations under the terms of the Agreement.

SEC. 802. Equal Employment Opportunity. The developer, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement:

- (A) The developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions

of this nondiscrimination clause.

- (B) The developer will, in all solicitations or advertisements for employees placed by or on behalf of the developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (C) The developer will send to each labor union or representative of workers with which the developer has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the developer's commitments under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants of employment.
- (D) The developer will comply with all provisions of Executive Order 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The developer will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to the developer's books, records, and accounts by the City, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (F) In the event of the developer's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the developer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (G) The developer will include the provisions of paragraphs (a) through (g) of this Section in every contractor or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The developer will take such action with respect to any construction contract, subcontractor, or

purchase order as the City may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided:, however that in the event the developer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the developer may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the Contractor agreed as follows:", and the term "developer" shall be changed to "Contractor".

SEC. 803. Provisions Not Merged with Deed. None of the provisions of the Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the City to the developer or any success in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

SEC. 804. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 805. Compliance with HUD Restrictive Covenants. The City of Ansonia and the Buyer acknowledge that the Ansonia Commerce Park was improved, in part, with funding from the US Department of Housing (HUD), EDI B-23-CP-CT-0311 and is subject to the terms and conditions of the HUD financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

Real Property acquired or improved with EDA Investment Assistance must be in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, industrial and commerce park purposes and HUD policies concerning adequate consideration and environmental compliance. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. 302.20 or for inherently religious activities prohibited by applicable federal law.

Buyer agrees to provide City of Ansonia and/or HUD with any document, evidence or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.

Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the HUD grant, which in this case, are industrial and commerce park use. This covenant shall remain in effect for a period of twenty (20) years from the date of the approved funding agreement award dated August 10, 2023.



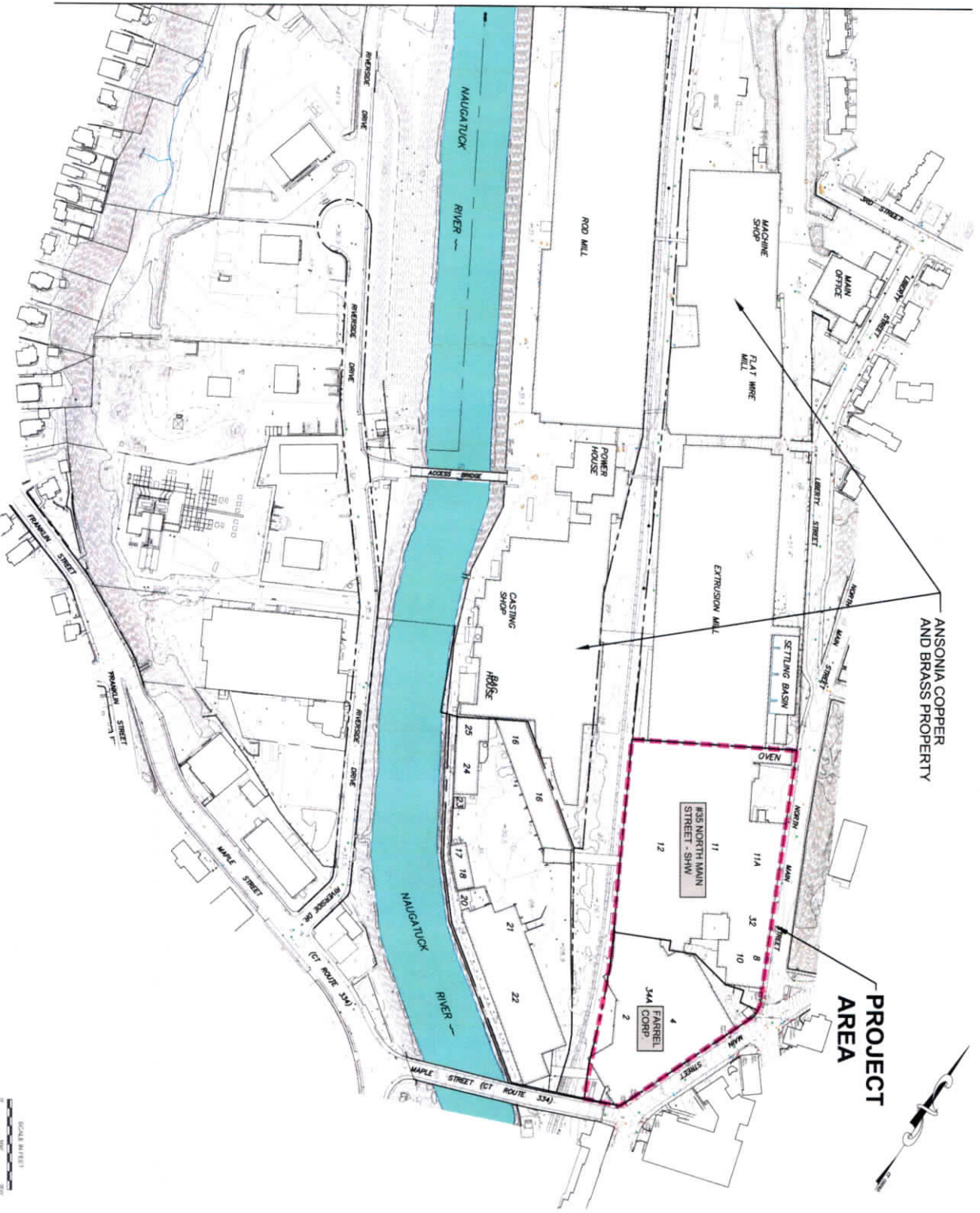
## Exhibit "E"

### Land Use and Disposition Controls

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- A. Zoning for this site under the current City of Ansonia standard is Heavy Industrial (H1) District.
- B. Zoning Map of the City of Ansonia site is H-I Heavy Industrial District.
- C. The Commerce Park is not currently part of a city approved subdivision plan. The Office of Economic Development plans to review the Developer's proposal which is the essence of the public Invitation for Proposals. Based on discussion with the proposed developer(s), the Office of Economic Development is amenable to prepare the maps and plans according to City standards for the subdivision of the Commerce Park including incorporating the Access Drive as a city street and ROW (Right of Way).
- D. A Concept Plan indicating a potential reuse of the Commerce Park land is attached for use by potential developers.
- E. Public Infrastructure
  - 1. Prospective developers are herein apprised that storm water run-off can be accommodated in the ROW drainage system subject to the developer submitting design plans and specifications in order with City standards.
  - 2. It is further noted that sanitary sewer discharge can and will be accommodated in the City's current sanitary system. The developer will need to prepare plans and specifications in accordance with the Ansonia Water Pollution Control Authority (WPCA) design review and approval.
  - 3. All other public utilities are within the new Access Road right-of-way.
  - 4. Access Road construction plans are currently in the Preliminary design phase.
  - 5. The Office of Economic Development has related maps and documents as area pertains to the MDP for any potential developers review.





ANSONIA COPPER AND BRASS PROPERTY

PROJECT AREA



NO. DOCUMENTS	2013
NO. DATE	REVISIONS

M.F.  
M.F.

THIS PLAN IS THE PROPERTY OF THE ENGINEER OR ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER OR ARCHITECT. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN. THE ENGINEER OR ARCHITECT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THIS PLAN FOR ANY PARTICULAR PURPOSE. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



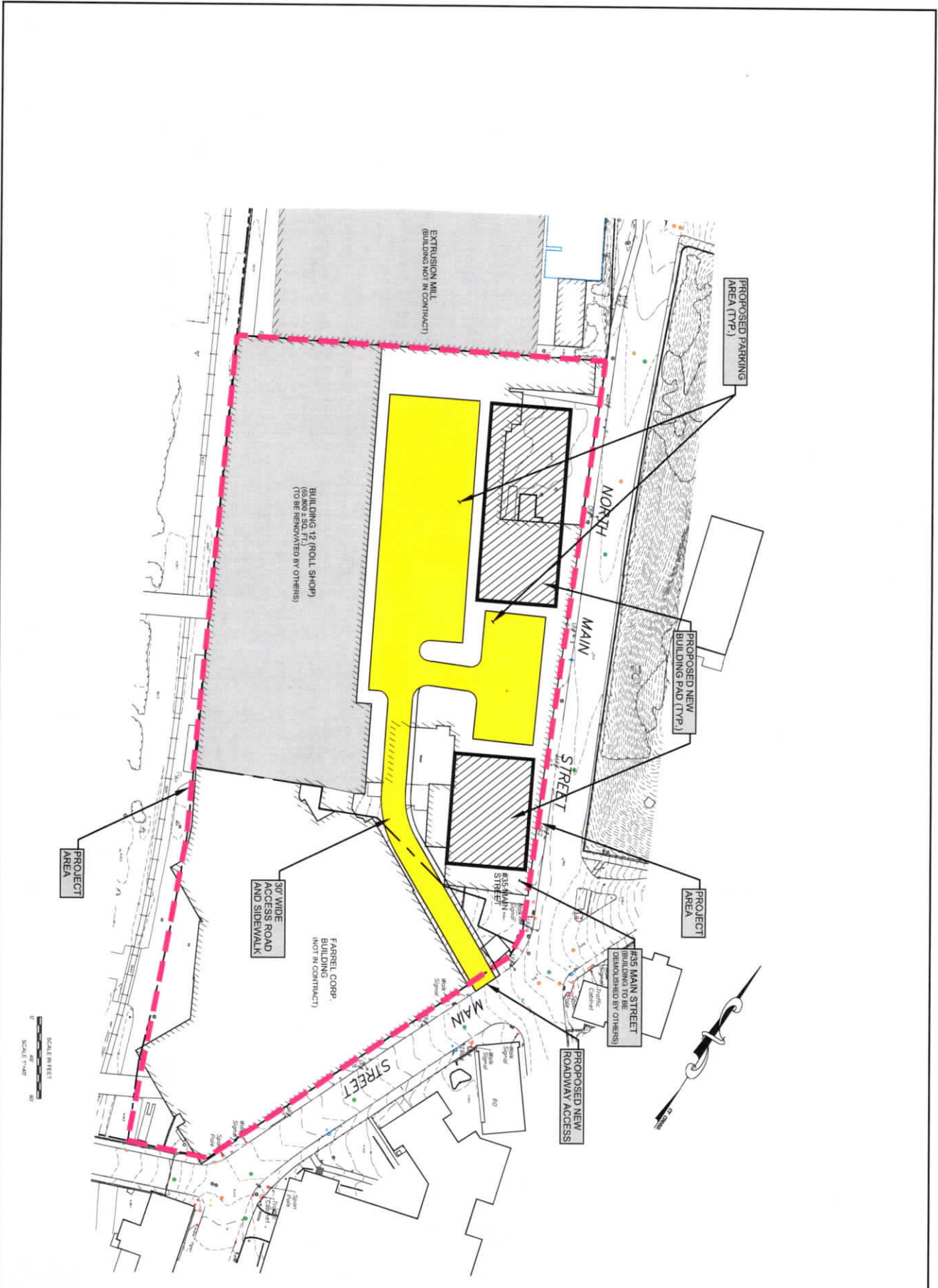
**DeCARLO & DOLL, INC.**  
89 Colony Street  
Meriden, CT 06451  
Meriden Engineers, Surveyors  
and Architects  
P.O. Box 1000  
Meriden, CT 06451  
Tel: 203.239.0278

**MUNICIPAL DEVELOPMENT PLAN**

PREPARED FOR  
**ANSONIA COPPER & BRASS**

35 NORTH MAIN STREET  
ACCESS ROAD  
ANSONIA, CONNECTICUT  
JOB NO. 51809.00  
CADD NO. A075190901  
FILE NO. A-137  
AREA MAP

SCALE: 1"=100'  
DATE: SEP. 2012  
DRAWING NO. 1/3



NO DOCUMENTS  
 COMMENT 2/1/12  
 NO DATE REVISIONS

DATE 2/3  
 SCALE 1"=40'  
 DRAWING NO. 2/3  
 DATE SEPT. 2002

ANSONIA, CONNECTICUT  
 35 NORTH MAIN STREET  
 ACCESS ROAD

ANSONIA  
 EDA GRANT  
 PLAN  
 PREPARED FOR  
 CITY  
 OF ANSONIA

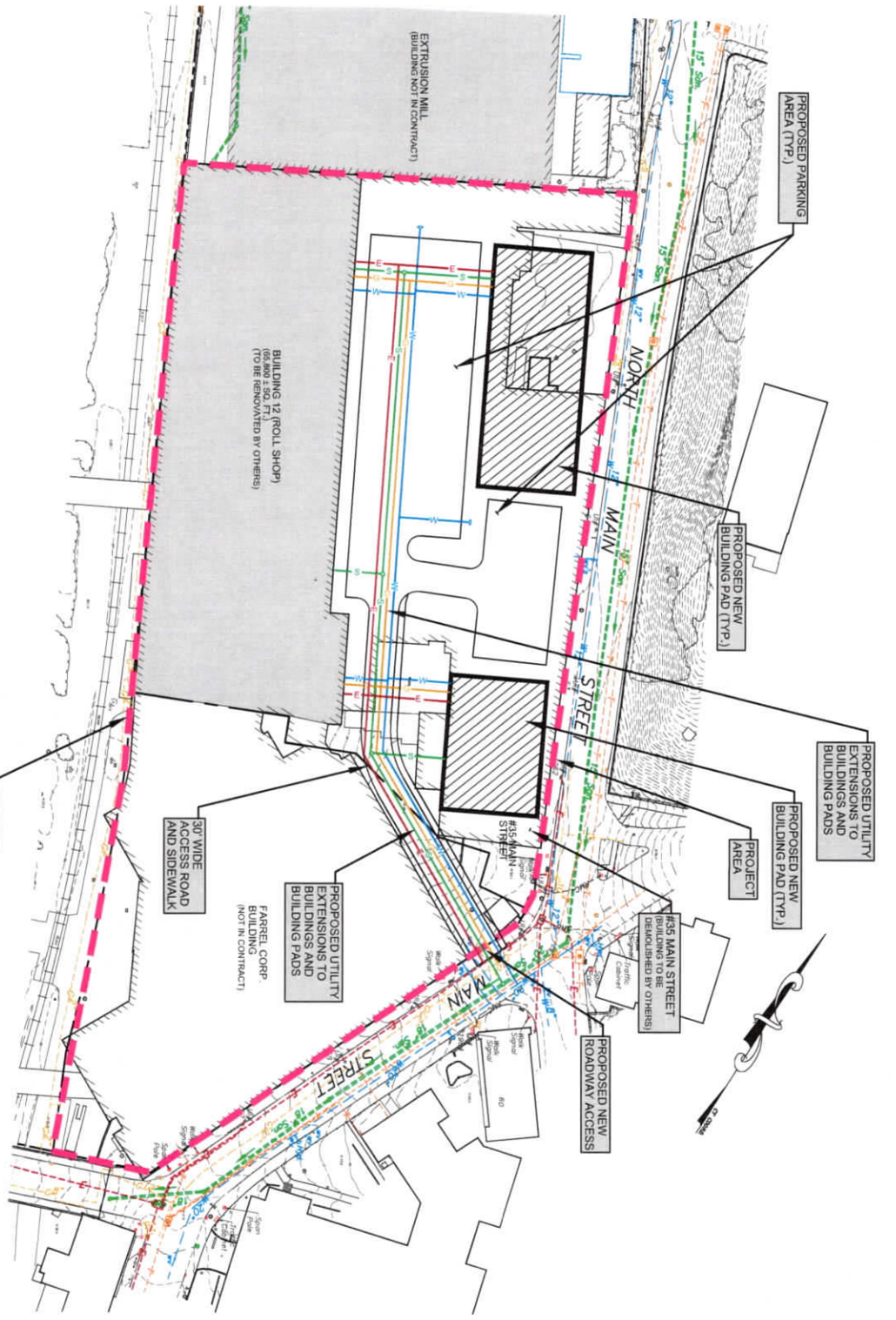
DP  
 DE CARLO  
 & DOILL, INC.  
 89 Colony Street  
 Meriden, CT 06451  
 Architects, Engineers, Surveyors  
 Telephone: 203/238-8477  
 Fax: 203/238-8278

51909A/10  
 51909A/10  
 4-1372A

PUBLIC WORKS  
 INFRASTRUCTURE  
 ACCESS PLAN

ANY USE OR REUSE OF ANY PART OF  
 THIS DRAWING FOR ANY PURPOSES  
 OTHER THAN THAT AUTHORIZED BY  
 THE ORIGINAL CONTRACTOR IS  
 PROHIBITED WITHOUT THE WRITTEN  
 CONSENT OF DE CARLO & DOILL, INC.  
 THE ORIGINAL CONTRACTOR HAS  
 NO LIABILITY FOR ANY ERRORS OR  
 OMISSIONS IN THIS DRAWING.  
 THE ORIGINAL CONTRACTOR HAS  
 NO LIABILITY FOR ANY ERRORS OR  
 OMISSIONS IN THIS DRAWING.  
 THE ORIGINAL CONTRACTOR HAS  
 NO LIABILITY FOR ANY ERRORS OR  
 OMISSIONS IN THIS DRAWING.

MJP  
 MJP



**REVISIONS**

NO.	DATE	REVISIONS

**PROJECT INFORMATION**

PROJECT NO. 2012-01  
 DATE 07/11/2022

**CLIENT**  
 CITY OF ANSONIA  
 35 NORTH MAIN STREET  
 ANSONIA, CONNECTICUT

**DESIGNER**  
 DE CARLO & DOILL, INC.  
 89 Colony Street  
 Meriden, CT 06451  
 Telephone: (203) 234-8477  
 Fax: (203) 234-2778

**PROJECT TITLE**  
 ANSONIA  
 ED A GRANT  
 PLAN  
 PREPARED FOR  
 CITY  
 OF ANSONIA

**JOB NO.** 518093.10  
**GRID NO.** ED4319/2501  
**FILE NO.** A-131724

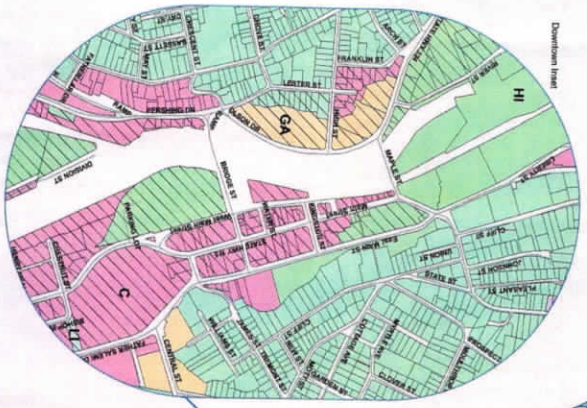
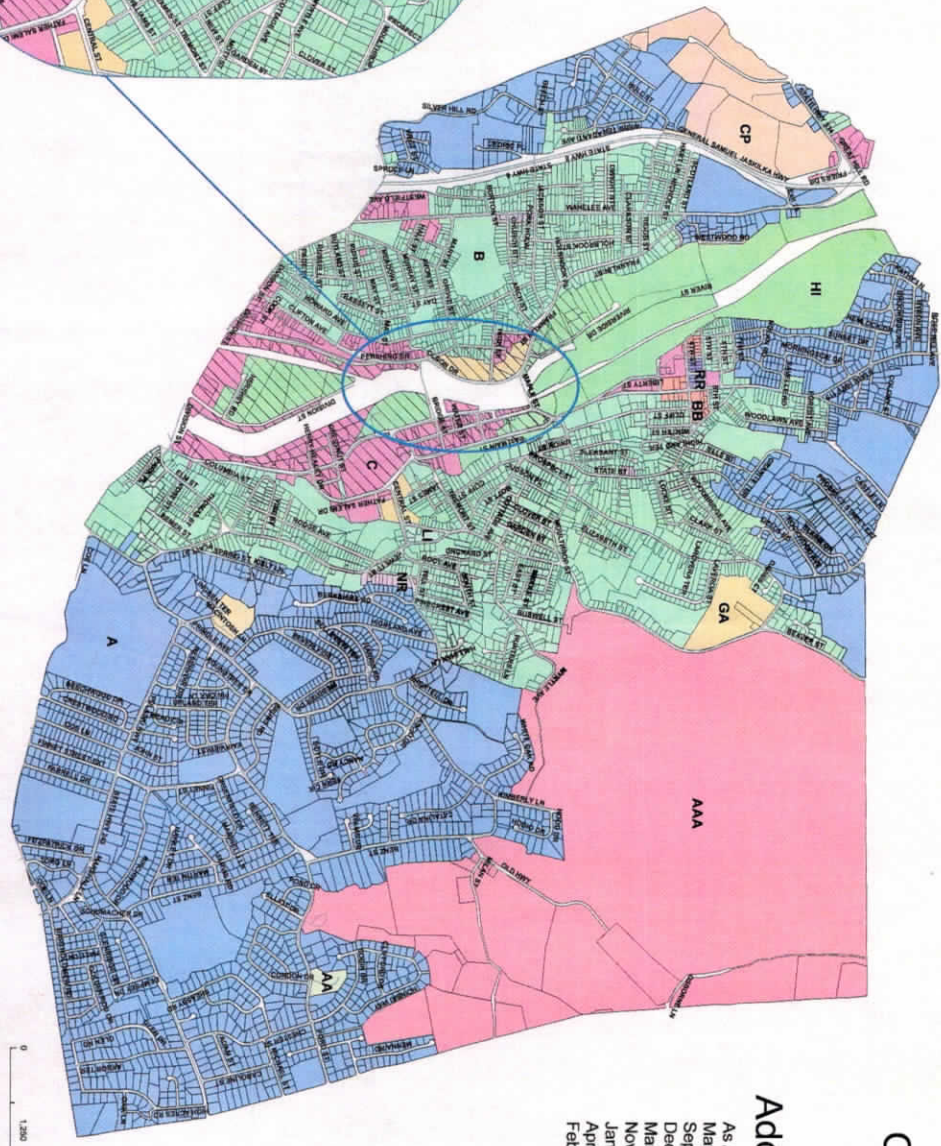
**PUBLIC WORKS  
 INFRASTRUCTURE  
 UTILITY PLAN**

**SCALE** 1" = 40'  
**DATE** 07/11/2022  
**3/3**



# Official Zoning Map City of Ansonia Connecticut Adopted February 1990

As Amended:  
 May 31, 1990  
 September 28, 1992  
 December 14, 1992  
 March 11, 1994  
 November 10, 1994  
 January 30, 2001  
 April 2, 2002  
 February 2008



- Legend**
- Zoning Districts**
- A Residence District
  - AA Residence District
  - AAA Residence District
  - B Residence District
  - C Multi-Family District
  - CP Central Commercial District
  - GA Multi-Family District
  - HI Heavy Industrial District
  - L Light Industrial District
  - NR Neighborhood Retail District
  - RR Multi-Family Residence District
  - City Center Zone
  - Street

For boundaries of the floodplain district see the Flood Damage Prevention Ordinance and the Flood Insurance Rate Maps, City of Ansonia, Connecticut, New Haven County

For additional boundary descriptions see the records of the Ansonia Planning and Zoning Commission

Map prepared by:  
 August 31, 2010  
 Originated from Original Zoning Map  
 Ordinance No. 1990-02, May 31, 1990  
 and as amended

## Invitation for Proposals

The City of Ansonia acting by and through the Office of Economic Development will receive proposals for the purchase, Lease or combination of for the development of the Ansonia Commerce Park located south of Main Street across from the Eagle Hose Fire Department on Main Street. Developer's can submit proposals for the development of the entire parcel or any portion of the parcel as depicted on the City of Ansonia site plan prepared by DeCarlo & Doll, Inc. development Concept Plan. The development of the 35 North Main Street Commerce Park land will be on the highest and best use of the parcel(s), and their compatibility with the terms and conditions set forth in the Invitation for Proposal. Copies of the proposal can be obtained through the Town and City Clerk's Office or by email request to [dbranch@ansoniac.org](mailto:dbranch@ansoniac.org) or [somalley@ansoniac.org](mailto:somalley@ansoniac.org).

Proposals will be received until 2:00 PM on the March 13, 2024 at the Office of the Town and City Clerk, 253 Main Street, Ansonia, CT 06401. Proposal packages may be obtained at the Office of the Town and City clerk office ([dbranch@ansoniac.org](mailto:dbranch@ansoniac.org) or [somalley@ansoniac.org](mailto:somalley@ansoniac.org)). A certified check or bank draft payable to the order of the City of Ansonia shall be submitted with each proposal in an amount equal to \$2,500.00, which will act as a Good Faith Deposit. Questions should be directed to Sheila O'Malley, Office of Economic Development at [somalley@ansoniac.org](mailto:somalley@ansoniac.org). All inquiries will be responded to in writing.

The City reserves the right to reject any and all proposals or part thereof if it is determined by the City that the proposal is not in its best interest.

Sheila O'Malley Economic Development Director  
City of Ansonia