

LR29.082



INTEROFFICE MEMORANDUM

TO: Planning Board
Board of Finance *[Signature]*
Board of Representatives

FROM: David Martin, Mayor

DATE: April 21, 2017

RE: Real Estate Sales Agreement between the Housing Authority of the City of
Stamford, and the City of Stamford
Purchase of 108, 172 and 186 Greenwich Avenue (Czescik Homes)

Please review the attached proposed Agreement and advise your
recommendation.

Thank you.

Enc.





CITY OF STAMFORD, CONNECTICUT
INTER-OFFICE CORRESPONDENCE



April 19, 2017

TO: Mayor David Martin

FROM: Chris Dellaselva

RE: Real Estate Sales Agreement between the Housing Authority
Of the City of Stamford and City of Stamford
Purchase of 108, 172 and 186 Greenwich Avenue (Czescik Homes)

Dear Mayor Martin,

Following this cover are three **(3) copies** of a proposed Real Estate Sales Agreement for the purchase of 108, 172 and 186 Greenwich Avenue (known as Czescik Homes) by the City of Stamford. The present plan is to incorporate the properties into the Mill River Park Project.

~~Please forward this Agreement to the Planning Board, Board of Finance and Board of Representatives (in that order) for approval.~~ Mike Handler will be representing the City at those meetings.

Thank you in advance for your prompt attention to this matter. You may, of course, contact me at your convenience if I may be of any further assistance to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Dellaselva".

Chris Dellaselva

REAL ESTATE SALES AGREEMENT
Czescik Homes
108, 172 and 186 Greenwich Avenue, Stamford, Connecticut

AGREEMENT made as of the _____ day of _____, 2017 between **THE HOUSING AUTHORITY OF THE CITY OF STAMFORD**, a public body corporate and politic located in the County of Fairfield and State of Connecticut (hereinafter referred to as the **SELLER**) and acting herein through **Vincent J. Tufo**, its duly authorized Executive Director and Chief Executive Officer, and the **CITY OF STAMFORD, CONNECTICUT**, a Municipal Corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as the **BUYER**) and acting herein through David R. Martin, its duly appointed Mayor.

WITNESSETH:

1. **PROPERTY.** The **SELLER**, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the **BUYER** hereby agrees to purchase the real property and improvements thereon commonly known as Edward Czescik Home at 108, 172 and 186 Greenwich Avenue, Stamford, Connecticut and specifically described in Schedule A attached hereto (the "Premises") in "as-is" and "where-is" condition, subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e), Schedule A (legal description) and Schedule B (exceptions and encumbrances to title, if any) attached hereto.

2. **CONSIDERATION.** The purchase price is ONE (\$1.00) DOLLAR which the **BUYER** agrees to pay as follows:

- (a) As a part of the deposit heretofore paid, receipt of which is hereby acknowledged, subject to collection;
\$ 0.00
- (b) As the balance of the deposit before or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection;
\$ 0.00
- (c) Upon the delivery of the deed by wire transfer or by certified check or official cashier's check drawn by and upon a federally regulated or state chartered bank, the proceeds of which are immediately available;
\$ 1.00

TOTAL \$ 1.00

Any deposit made hereunder shall be paid to the **SELLER's** attorney who shall hold the same as escrow agent subject to the terms and conditions hereof and release same to **SELLER** at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to **SELLER's** attorney to be held under the same conditions. In the event of any actual or claimed dispute, the **SELLER's** attorney may commence an action of interpleader or similar proceeding and may deposit the down payment with a court of competent jurisdiction, whereupon said attorney shall have no further liability or obligation with regard to said funds.

Mortgage company checks or similar checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT acceptable funds for any payment required under Paragraph 2(c) of this Agreement. In the event **SELLER** or his attorney accepts **BUYER's** attorney's trustee check in lieu of other funds, **BUYER** agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

It is specifically understood and agreed that at closing, **BUYER** shall tender to **SELLER** wired funds, or cashier's check(s) or bank treasurer's or certified check(s) payable or endorsed to **SELLER's** attorney as trustee for **SELLER**, for the balance of the purchase price due at closing as set forth in this Agreement less the amounts of all mortgage payoffs. Additionally, **BUYER's** attorney shall tender to **SELLER** separate cashier's, bank treasurer's certified check(s) for payoff of **SELLER's** mortgage obligations, if any.

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut Quit Claim Deed in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as hereinafter provided. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

4. **CLOSING.** The deed shall be delivered at the offices of City of Stamford Corporation Counsel, 9th Floor, Government Center, 888 Washington Boulevard, Stamford, Connecticut, within fifteen (15) days after final approval of this Agreement by the City of Stamford Board of Representative or sooner or later by mutual agreement of the parties hereto ("the Closing Date").

5. **FIXTURES.** (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises at the time of BUYER'S inspection:
N/A as all improvements being demolished or removed before the conveyance.

(b) Specifically excluded from the sale are: N/A

(c) Except as otherwise set forth herein, if any fixtures are leased, SELLER shall provide the name and contact information of the lessor as soon as possible, but not later than the two (2) business days before the closing of title. The following fixtures are leased: None.

6. **TITLE.** (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A, Paragraph 6(e) hereof and Schedule B, then the SELLER shall be allowed a reasonable postponement of closing not to exceed sixty (60) days within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid in accordance with this Agreement, together with any nonrefundable expenses reasonably and actually incurred by the BUYER in demolishing the improvements on the Premises pursuant to a certain Temporary Demolition License Agreement between BUYER and SELLER, a copy of which is attached hereto as Exhibit A, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder, except for those claims that may arise from said Temporary Demolition License Agreement. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A, Paragraph 6(e) hereof, Schedule B, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association. Any and all defects in or encumbrances against the title which come within the scope of said General Statutes and/or Connecticut Standards of Title shall not constitute valid objections on the part of the BUYER, if such Statutes or the Connecticut Standards of Title do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Statutes or Connecticut Standards of Title, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut. Where the Statutes and Connecticut Standards of Title conflict or are found to be inconsistent, the Connecticut General Statutes shall control.

(c) The SELLER represents that the Premises and the present use thereof are, to best of SELLER's knowledge, not in violation of any governmental rules, codes, permits, regulations or limitations, unless same

have become legally nonconforming, and that SELLER is not aware of any violations of any enforceable restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing, the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(d) Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage on the Premises at the time of the closing of title from the holder of said mortgage, or any assignee thereof, either because said holder will not release the mortgage without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage, then BUYER and SELLER agree to close title notwithstanding the absence of the release of mortgage, provided the attorney for SELLER furnishes the attorney for the BUYER, at the closing, with the written payoff statement and a copy of the payoff check evidencing that payment of the unreleased mortgage is to be made in full at the time of the closing, and with an undertaking to make said payment in accordance with said payoff statement, and further provided the BUYER'S Title Insurance Company will issue a fee policy at no additional premium which takes no exception for said mortgage or mortgages or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages. SELLER shall exercise due diligence to obtain any such release or release and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER'S attorney with recording information. If SELLER has not obtained such release within sixty (60) calendar days after closing, he shall give to BUYER'S attorney the affidavit provided for in Connecticut General Statutes Section 49-8(a), as amended, together with the necessary recording fee. This provision shall survive the closing.

(e) The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 6(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the Premises).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A and/or Schedule B, if any.

7. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

8. **CONDITION OF PREMISES.** Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement or in the Demo Agreement. The BUYER desires to have the usual and customary inspections, including, but not limited to an environmental inspection of the Premises, which inspections shall be at BUYER'S sole expense, and shall have thirty (30) days from the date last signed on this Agreement to complete those inspections. SELLER agrees to reasonably cooperate with BUYER and BUYER'S agents to accomplish those inspections. Notwithstanding the BUYER's inspections it is understood that the BUYER agrees to take the Premises in its present condition "as-is" and "where-is" and at the contract price set forth herein and that BUYER has no termination rights related to the condition of the Premises. SELLER will not be responsible for the cost of any demolition permit or permits but will cooperate in signing any required environmental or demolition permits on the condition that BUYER is responsible for the cost thereof, except that SELLER shall reimburse the BUYER for the reasonable and actual cost of the BUYER demolishing the existing improvements on the Premises if, and only if, SELLER is in Default of this Agreement or as otherwise expressly agreed to herein

BUYER hereby agrees that, in making such inspections, examinations, and investigations, BUYER shall maintain and shall require its agents and consultants to maintain, in full force and effect, statutory worker's compensation insurance coverage and public liability and property damage insurance coverage in the minimum amount of \$2,000,000.00. Upon request of SELLER, BUYER shall provide SELLER evidence of such insurance. BUYER hereby agrees to hold the SELLER harmless and indemnified against any loss, cost, liability, or expense arising in connection with the BUYER's inspection of the Premises under this Agreement and agrees to repair any damage to the Premises caused in connection therewith. Notwithstanding anything set forth herein to the contrary, the indemnification obligations of BUYER in this Section will survive the termination of this Agreement for any reason.

9. **BROKER(S).** The parties hereto agree that no Broker or Listing Agent is entitled to a commission for services pursuant to this Agreement or a separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no broker or agent has any exclusive sale or exclusive agency listing on the Premises. The parties hereto (jointly and severally, if more than one) hereby agree to indemnify and hold each other harmless against any liability by reason of the claim of any broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, the party having notice of such claim shall promptly notify the party without notice of same who shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

10. **APPORTIONMENT.** Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, together with interest thereon, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located based upon a 365 day year and the actual number of days in the month in which the closing occurs. Condominium special assessments due and payable prior to closing shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing, not to exceed six (6) months. The provisions of this paragraph shall survive the closing.

11. RISK OF LOSS. Neither the SELLER nor the BUYER shall be responsible for the risk of loss or damage by fire or other casualty to the buildings on the Premises as it is the agreement of the parties, by way of a separate, written agreement, to demolish such buildings before the conveyance of title that is the subject of this Agreement.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes or the demolition work that is the subject of the Demo Agreement.

12. AFFIDAVITS. The SELLER agrees to execute, at the time of closing of title,

(a) an affidavit (i) verifying the non-existence of mechanics' and materialmen's lien rights, except with regard to any such rights arising out of the work that is the subject of the Demo Agreement, (ii) verifying the non-existence of any tenants' rights, other than as set forth herein, (iii) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, and (iv) updating to the extent of SELLER's knowledge, any available survey, and

(b) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445 and, if SELLER is unable to provide an affidavit affirming same, the parties agree to comply with all applicable laws including all relevant provisions under Internal Revenue Code Section 1445, et. seq., as amended.

13. MAINTENANCE. OMITTED.

14. DELIVERY OF PREMISES. The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein).

15. LIABILITY OF DELAYED CLOSING. OMITTED

16. DEFAULT. If BUYER is in material default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, subject to the terms of the Demo Agreement, SELLER's sole and exclusive remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the Premises; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement, but such event shall have no affect on BUYER's and SELLER's rights, responsibilities and liabilities arising out of the Demo Agreement, except that, in such an event, SELLER shall have no obligation to reimburse BUYER for the demolition work that is the subject of said Demo Agreement. Subject to the conditions of Paragraph 6, in no event shall the closing, or any extension thereof, take place later than twenty-one (21) calendar days from the date of closing set forth in Paragraph 4 hereof. In the event closing has not taken place by the end of said twenty-one (21) day period, through no fault of the non-delaying party, the delaying party shall be deemed in default. If SELLER defaults hereunder for any reason other than failure to remove the tenants as aforesaid, BUYER's only remedy shall be specific performance. In the event the delay is due to the failure of the tenants to vacate the premises as aforesaid, the BUYER'S sole remedy shall be the return of his down payment, without interest, and thereafter, neither party shall have any claim, each to the other, for any matter whatsoever. The foregoing notwithstanding, a material Default by the SELLER through no fault of the BUYER shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums

heretofore paid by the BUYER on account of the purchase price and reimburse the BUYER for the reasonable and actual cost of BUYER demolishing the existing improvements on the Premises pursuant to the Demo Agreement, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate. Notwithstanding the termination of this Agreement, the rights and obligations under the Demo Agreement shall survive.

17. MORTGAGE CONTINGENCY. NONE

18. PROPERTY CONDITION DISCLOSURE FORM. NOT REQUIRED by Section 20-327b of the Connecticut General Statutes.

19. LEAD-BASED PAINT. No disclosure required.

20. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on or within the Premises.

21. NOTICES. All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

Vincent J. Tufo
Executive Director and Chief Executive Officer
Housing Authority of the City of Stamford
22 Clinton Avenue, Stamford, CT 06901
Phone: (203) 977-1400
Fax:
E-mail:

With a copy to:
Melanie S. Rausch, Esq.
Hoopes Morganthaler Rausch & Scaramozza
CityPlace II – 15th Floor, 185 Asylum Street
Hartford, CT 06103-3426
Phone: (860) 275-6805
Fax: (860) 275-6819
Email: mrausch@hmrslaw.com

Notices to the BUYER shall be sent to:
Chris Dellaselva, Assistant Corporation Counsel
Office of Legal Affairs – Government Center
888 Washington Blvd.
Stamford, CT 06904
Phone: (203) 977-5762
Fax: (203) 977-5560
E-mail: cdellaselva@stamfordct.gov

22. RIGHT TO WITHDRAW. This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.

23. ASSIGNMENT. This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

24. IRS REPORTING COMPLIANCE. Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction, including, but not limited to, the execution and filing a Form 1099 Report as may be applicable to this transaction. SELLER agrees to provide information relevant thereto. The provisions of this paragraph shall survive the closing.

25. ACCEPTANCE OF DEED. The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

26. REPRESENTATIONS. Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement including all Attachments shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief without duty of inquiry. SELLER shall have an affirmative obligation, prior to the delivery of the deed, to notify BUYER if SELLER becomes aware that any of these representations are no longer true. SELLER shall have no such obligation after delivery of the deed. Except in the event of an intentional misrepresentation, if BUYER discovers prior to the closing of title any material representation contained in this Agreement including all Attachments to be untrue or inaccurate, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title, as set forth in paragraph 6(a) above. In the event of an intentional misrepresentation, BUYER shall have available all rights in either law or equity.

27. SELLER'S REPRESENTATIONS REGARDING BANKRUPTCY. SELLER represents that they are not presently, nor have they been, debtors in a bankruptcy proceeding in which the Bankruptcy Court has continuing jurisdiction presently over their assets. The SELLER further represents that the real estate subject of this transaction is not in the hands of a receiver or other liquidating agent. These representations shall survive the closing of title.

28. EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

29. COSTS OF ENFORCEMENT. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

30. GENDER. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

31. COUNTERPARTS/FACSIMILE/ELECTRONIC MAIL. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile. The parties intend that faxed

signatures constitute original signatures and that an Agreement containing the signatures (original or facsimile) of all parties is binding on the parties once sent via facsimile or via electronic mail to the opposing counsel.

32. ENTIRE AGREEMENT. All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

33. CAPTIONS. The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

34. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

35. BOARD APPROVAL. This sale is contingent and conditioned upon the Approval of this sale by the necessary Boards and Commissions of the City of Stamford and the State of Connecticut's release of Czescik Homes from the State Elderly Housing Program.

36. TENANTS. SELLER, at his sole expense, shall deliver the Premises to the BUYER at the closing free of any tenants in possession. This provision shall survive the closing.

37. TITLE. Title to said Premises is to be taken in the name or names of: City of Stamford.

38. DISCLAIMERS.


- (a) Except as otherwise set forth herein, BUYER acknowledges and agrees that all materials, data and information delivered by SELLER to BUYER in connection with the transaction contemplated hereby are provided to BUYER as a convenience only and that any reliance on or use of such materials, data or information by BUYER shall be at the sole risk of BUYER, except as otherwise expressly stated. Without limiting the generality of the foregoing provisions, BUYER acknowledges and agrees that (a) BUYER shall not have any right to rely on any reports delivered by SELLER to BUYER, but rather will rely on its own inspections and investigations of the Premises and any reports commissioned by BUYER with respect thereto, and (b) neither SELLER, any affiliate of SELLER nor the person or entity which prepared any such report delivered by SELLER to BUYER shall have liability to BUYER for any inaccuracy in or omission from any such reports.
- (b) Except as expressly set forth in this Agreement, it is understood and agreed that SELLER is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Premises, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, latent or patent physical or environmental conditions, valuation, governmental approvals, or the compliance of the Premises with governmental laws. BUYER acknowledges and agrees that upon closing SELLER shall sell and convey to BUYER and BUYER shall accept the Premises "as is, where is, with all faults", except to the extent expressly provided otherwise in this Agreement. BUYER represents to SELLER that BUYER has conducted, or will conduct prior to closing, such investigations of the Premises, including but not limited to, the physical and environmental conditions thereof, as BUYER deems necessary to satisfy itself as to the

condition of the Premises and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Premises, and will rely solely upon same and not upon any information provided by or on behalf of SELLER or its agents or employees with respect thereto, other than such representations, warranties and covenants of SELLER as are expressly set forth in this Agreement. Upon Closing, except as otherwise expressly provided in this Agreement, BUYER shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by BUYER's investigations, and BUYER, upon Closing, shall except as otherwise expressly provided in this Agreement, be deemed to have waived, relinquished and released SELLER (and SELLER's officers, directors, shareholders, employees and agents; collectively the "SELLER Parties") from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which BUYER might have asserted or alleged against SELLER and/or the SELLER Parties at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Premises.

- (c) SELLER and BUYER acknowledge that the compensation to be paid to SELLER for the Premises has been adjusted to take into account that the Premises is being sold subject to the provisions of Section 38 hereof. SELLER and BUYER agree that the provisions of this Section 38 shall survive Closing.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.



Vincent J. Tufo (L.S.)
Executive Director & CEO SELLER
Tax ID No.: 06-600716

(L.S.)

David R. Martin
Mayor, City of Stamford
Tax ID No.: _____

BUYER

Approved as to Form
Corporation Counsel

By _____

Date Apr. 19, 2017

SCHEDULE A – PROPERTY DESCRIPTION

All those certain pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, bounded and described as follows:

FIRST TRACT:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, shown and designated as Parcel "A" on a certain map entitled "Map No. 1 Showing Property at Greenwich Avenue Surveyed For the City of Stamford, Conn.", now on file in the office of the town clerk of said Stamford and numbered 7422, reference thereto being had. Said parcel as shown on said map is bounded:

NORTHERLY: 167.04 feet, more or less, as shown on said map, by an old burying ground or Greenwich Avenue Cemetery, so called;

EASTERLY: 236 feet more or less as shown on said map, by the Rippowam or Mill River;

SOUTHERLY: 147.05 feet more or less as shown on said map, by land now or formerly of the State of Connecticut, being the northerly boundary of the Connecticut Turnpike; and

WESTERLY: 256.63 feet as shown on said map, by Greenwich Avenue.

SECOND TRACT:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, shown and designated as Parcel "C" on a certain map entitled "Map No. 2 Showing Property at Greenwich Avenue Surveyed For The City of Stamford, Conn.", now on file in the office of the town clerk of said Stamford and numbered 7421, reference thereto being had. Said parcel as shown on said map is bounded:

NORTHERLY: 176.58 feet more or less as shown on said map, by land now or formerly of J. Walter Johnson and Lillian Johnson;

EASTERLY: 243 feet more or less as shown on said map, by the Rippowam or Mill River;

WESTERLY: 35 feet more or less as shown on said map, by the said Rippowam or Mill River;

SOUTHERLY: 7 feet as shown on said map, by the said Rippowam or Mill River; and again

EASTERLY: 71.32 feet as shown on said map, by the said Rippowam or Mill River; and again

SOUTHERLY: 105.08 feet as shown on said map, by Pulaski Street; and again

WESTERLY: 286.45 feet as shown on said map.

THIRD TRACT:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, as shown and delineated as "Area = 12,245 ±" and "Segmental Area = 1704 ±" on a certain map entitled "Map No. 2 Showing Property at Greenwich Avenue Surveyed for the City of Stamford and Certified as "Substantially Correct" by Robert L. Redniss Engineer and Surveyor, now on file in the office of the town clerk of said Stamford and numbered 7421, reference thereto being had.

Said premises are bounded and described as follows:

NORTHERLY: 45.00 feet by land now or formerly of The New York, New Haven and Hartford Railroad Company;

NORTHEASTERLY: 107.40 feet, more or less, by land now or formerly of said The New York, New Haven and Hartford Railroad Company;

EASTERLY: 141.00 feet, more or less, by Mill River;

SOUTHERLY: 176.58 feet, more or less, by land now or formerly of the Housing Authority of the City of Stamford (formerly land of the City of Stamford); and

WESTERLY: 75.00 feet by Greenwich Avenue.

SCHEDULE B – EXCEPTIONS AND ENCUMBRANCES

1. Zoning Appeals Board Certificate dated March 18, 1963 and recorded in Book 974 at page 116 of the Stamford land records.
2. Grant from the Housing Authority to The Hartford Electric Light Company, dated June 15, 1965 and recorded in Book 1048 at page 114 of said records.
3. Grant from the Housing Authority to The Hartford Electric Light Company, dated June 15, 1965 and recorded in Book 1048 at page 116 of said records.
4. Easement from The Housing Authority of the City of Stamford to the City of Stamford, dated February 10, 1975 and recorded in Book 1454 at page 105 of said records. (filed map numbered 9582 of said records)
5. Riparian rights of others in and to the waters of the Mill River.
6. Stream encroachment lines as shown on filed maps numbered 7421 and 7422 of said records.

EXHIBIT A – TEMPORARY DEMOLITION LICENSE AGREEMENT

TEMPORARY DEMOLITION LICENSE AGREEMENT

TEMPORARY DEMOLITIONS LICENSE AGREEMENT ("Agreement") made this _____, day of March, 2017, by and between **HOUSING AUTHORITY OF THE CITY OF STAMFORD**, with a principal place of business located at 22 Clinton Avenue, Stamford, Connecticut (the "Owner") and acting herein by Vincent J. Tufo, its duly authorized Executive Director and Chief Executive Officer, and **CITY OF STAMFORD**, a Municipal Corporation with a principal place of business located at Government Center, 888 Washington Boulevard, Stamford, Connecticut (the "Grantee") and acting herein by David R. Martin its duly authorized Mayor.

RECITALS:

WHEREAS, Owner is the owner of improved real property commonly known as 108 & 172 Greenwich Avenue (Czescik Homes), Stamford, Connecticut, as more particularly described in Schedule A attached hereto (the "Property").

WHEREAS, Grantee has agreed to purchase the Property from the Owner and Owner has agreed to sell the Property to the Grantee;

WHEREAS, Grantee plans to demolish the existing improvements on the Property before the conveyance of the Property by the Owner to the Grantee is complete; and

WHEREAS, the Owner is willing to allow said demolition pursuant to the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, the covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of License**. Owner hereby gives, grants and conveys to the Grantee a non-exclusive, temporary and revocable license to complete abatement, demolition and removal of all buildings and related site improvements located on the Property in accordance with the parameters and scope of activity and use attached hereto as Schedule B and for no other purpose (the "Demolition Activities"), subject to the terms and conditions hereinafter contained and subject to the existing easement rights existing of record, if any.

For the purpose of this Agreement, Grantee accepts the condition of the Property on an "AS IS" and "WHERE IS" condition with all faults and defects basis and Owner makes no representations or warranties, express or implied, by operation of law or otherwise, with respect to the condition of the Property. The Owner has no obligation to prepare or repair the Property prior to Grantee's or its employees, agents and contractors entering the Property and performing the Demolitions Activities as permitted under this Agreement. It is expressly understood that no representations have been made by Owner as to the condition of the Property or the condition or safety thereof, and that Grantee agrees and hereby does accept all risk of loss, damage, or injury to persons or property caused by and/or related to Grantee's and/or its employees, agents or

contractors entry upon and/or use of the Property pursuant to this Agreement.

All Grantee's Demolition Activities performed at the Property by or on behalf of Grantee shall, once begun, be completed with reasonable diligence and paid for in full by Grantee, free and clear of all mechanic's or other liens and encumbrances. All Grantee's Demolition Activities performed by or on behalf of Grantee shall be done (i) in a good and workmanlike manner, and (ii) so as not to cause any damage to the Property, beyond that which is reasonably necessary to perform the Demolition Activities.

2. Maintenance; Termination of License. Any necessary equipment, stockpiles and/or materials shall be maintained in good condition and repair at Grantee's sole cost and expense, all to be kept on the Property, wherever possible. This Agreement shall terminate upon: the mutual agreement of the parties hereto, a declaration of breach of this Agreement made by Owner against Grantee with respect to Grantee's honoring in a timely and proper manner each and all of its obligations under this Agreement or upon the closing of the conveyance of the Property by the Owner to the Grantee.

3. Insurance. The Grantee has provided Owner with copies of certificates of insurance attached hereto as Schedule C. All contractors performing Demolition Activities shall provide certificates of insurance issued directly to the Owner prior to commencing any Demolition Activities on the Property evidencing the existence of workers compensation insurance coverage and naming the Owner as an additional insured thereunder as to its liability and property damage insurance coverage.

4. Approvals and Licenses. In performing the Demolition Activities, Grantee and its agents, at their own cost and expenses, will comply with all applicable laws, statutes, regulations, rules and ordinances and the requirements of any governmental authority, including, without limitation, any environmental laws, and will conduct their work in a reasonable and workmanlike manner in accordance with standard industry practices. No Demolition Activities shall take place on the Property until all required governmental permits and approvals, if any, are issued with all appeal periods having expired and copies have been provided to the Owner.

5. Indemnification. Grantee shall be responsible for and shall defend, indemnify and hold Owner harmless from and against any and all liabilities, personal injury, death, losses, claims, demands, damages, assessments, costs and expenses of any kind (collectively, "Indemnified Liabilities"), including without limitation, reasonable attorneys' and consultants' fees and disbursements, resulting from or relating to the activities of Grantee and its employees, agents or contractors in the performance of the Demolition Activities or the presence of Grantee or its employees, agents or contractors on the Property including that as may relate to any third party, adjoining property and/or as to any personal property of the Owner or others including, without limitation, that of any tenants, licensees or invitees at the Property, except to the extent such Indemnified Liabilities arise out of, relate to or result from the gross negligence or willful misconduct of Owner, its employees, agents or contractors. The obligations set forth in this Section 5 shall survive either the termination of the Purchase and Sale Agreement (as hereinafter defined) and/or this Agreement.

6. No Assumption of Risk. Grantee acknowledges and agrees that Owner assumes no liability to Grantee or its agents or representatives or any other person at the Property for any injury (including death) to persons or damage to or loss of property suffered on the Property resulting from or relating in any way to the performance of the Demolitions Activities or the presence of Grantee or its agents, contractors, employees or other third parties under the control of or hired by Grantee on the Property.

7. Consideration and Reimbursement. The Owner hereby acknowledges and agrees that the Demolition Activities shall improve the value of the Property and hereby agrees to reimburse Grantee for the actual and out of pocket cost of such Demolition Activities if, and only if, the Owner fails to convey the Property to the Grantee in a reasonable amount of time pursuant to the terms and conditions set forth in the Real Estate Sale Agreement between the Owner and the Grantee (the "Purchase and Sale Agreement"). If the Grantee fails to take title to the Property in a reasonable amount of time pursuant to the terms and conditions set forth in the Purchase and Sale Agreement other than due to a Grantor default under the Purchase and Sale Agreement, the Grantee shall be solely responsible for the cost and expense of such Demolition Activities and the Grantee agrees, at its cost and expense, (i) to grade the Property to conform to all surrounding areas and grading shall be finished to have a uniform surface that shall not permit ponding of water, and (ii) that all disturbed areas shall be backfilled with adequate topsoil material and shall be seeded by Grantee.

8. Miscellaneous. This Agreement may be executed in several counterparts, or by execution of counterpart signature pages, which may be attached to one or more counterparts. All executed counterparts shall constitute one agreement, binding on all the parties hereto, notwithstanding that all parties are not a signatory to the original or the same counterpart. In addition, any counterpart signature page may be executed by any party wheresoever such party is located, and may be delivered by pdf scan or facsimile transmission, and any such pdf scan or facsimile transmitted signature page may be attached to one or more counterparts of this Agreement and shall have the same force and effect, and be as binding, as original signatures executed and delivered in person. This Agreement shall be governed by the laws of the State of Connecticut and the parties hereto hereby waive and choice of law.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public or other purpose whatsoever or be deemed a conveyance or limitation of any development right created by any planning, zoning or land use regulation or otherwise, it being the intention that any grant created herein will be strictly limited to the purposes expressed herein.

If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Agreement becomes illegal, null or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

Wheresoever used herein, the singular shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

The license created herein constitutes the entire intent of the parties and any prior

understanding or representation of any kind preceding the date of this license shall not be binding on any party except to the extent incorporated herein.

Any modification of the license created herein or additional obligation assumed by any party in connection with the license shall be binding only if evidenced in writing signed by both parties or an authorized representative of each party.

In the event either party institutes a legal proceeding to enforce any rights or conditions hereunder, the prevailing party in such action shall be entitled to reasonable legal fees and actual costs, in addition to other remedies and damages available at law or equity.

The terms and provisions of this Agreement shall survive the termination of the Purchase and Sale Agreement.

[SIGNATURE PAGES FOLLOW]

5

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTEE:

CITY OF STAMFORD

By: _____
David R. Martin
Mayor

STATE OF CONNECTICUT)
) ss. Stamford
COUNTY OF FAIRFIELD)

On this ____ day of March, 2017, personally appeared before me, David R. Martin, who acknowledged himself to be the Mayor of The City of Stamford, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, and that the execution of the foregoing Temporary Demolition License Agreement was the free act and deed of said municipal corporation and his free act and deed as its Mayor.

Chris Dellaselva
Commissioner of the Superior Court
Juris No.: 419179

SCHEDULE A - PROPERTY DESCRIPTION

All those certain pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, bounded and described as follows:

FIRST TRACT:

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EASTERLY: 236 feet more or less as shown on said map, by the Rippowam or Mill River;

SOUTHERLY: 147.05 feet more or less as shown on said map, by land now or formerly of the State of Connecticut, being the northerly boundary of the Connecticut Turnpike; and

WESTERLY: 256.63 feet as shown on said map, by Greenwich Avenue.

SECOND TRACT:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, shown and designated as Parcel "C" on a certain map entitled "Map No. 2 Showing Property at Greenwich Avenue Surveyed For The City of Stamford, Conn.", now on file in the office of the town clerk of said Stamford and numbered 7421, reference thereto being had. Said parcel as shown on said map is bounded:

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WESTERLY: 35 feet more or less as shown on said map, by the said Rippowam or Mill River;

SOUTHERLY: 7 feet as shown on said map, by the said Rippowam or Mill River; and again

EASTERLY: 71.32 feet as shown on said map, by the said Rippowam or Mill River; and again

SOUTHERLY: 105.08 feet as shown on said map, by Pulaski Street; and again

WESTERLY: 286.45 feet as shown on said map.

THIRD TRACT:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, as shown and delineated as "Area = 12,245 +" and "Segmental Area = 1704 +" on a certain map entitled "Map No. 2 Showing Property at Greenwich Avenue Surveyed for the City of Stamford and Certified as "Substantially Correct" by Robert L. Redniss Engineer and Surveyor, now on file in the office of the town clerk of said Stamford and numbered 7421, reference thereto being had.

Said premises are bounded and described as follows:

NORTHERLY: 45.00 feet by land now or formerly of The New York, New Haven and Hartford Railroad Company;

NORTHEASTERLY: 107.40 feet, more or less, by land now or formerly of said The New York, New Haven and Hartford Railroad Company;

EASTERLY: 141.00 feet, more or less, by Mill River;

SOUTHERLY:

176.58 feet, more or less, by land now or formerly of the Housing Authority of the City of Stamford (formerly land of the City of Stamford); and

WESTERLY:

75.00 feet by Greenwich Avenue.

SCHEDULE B – SCOPE OF WORK

Instructions to Contractors
City of Stamford
CZESCIK HOMES
ABATEMENT AND DEMOLITION

For Technical Questions Please Contact:

Domenic Tramontozzi, P.E.
City of Stamford
Engineering Bureau
888 Washington Blvd, 7th Floor
Stamford, CT 06901
T: 203-977-4863
F: 203-977-4137
Email: DTramontozzi@stamfordct.gov

Project Consultant/Engineer:

Steve DiNapoli
Big East Environmental
68 Water Street, Unit F
Norwalk, Ct
T: 203-354-4955
Email: steve@bigeastlabs.com

Project Location:

Czescik Homes
108,172 & 186 Greenwich Avenue Stamford, CT 06902

Drawings:

The City is providing 38 drawings from the original construction of the buildings. Neither the City nor its consultants have done a thorough investigation to verify that buildings were constructed as shown. Contractors shall use these documents for reference and shall make their own investigations and site reviews to determine the accuracy of the drawings for their use.

Scope of Work:

The scope of work for this project involves the complete abatement, demolition and removal of the buildings and related site improvements from properties known as Czescik Homes. Work shall generally include the following items:

- Install and maintain approximately 500 LF of Sediment Filter Fabric Fence prior to start of onsite work. Review and obtain approval of locations with the City Engineering Bureau. Also include the removal after the lawn has been established.
- Install and maintain two tracking pads 30ft x 20ft at entry/exit points to the site to be utilized for the demolition work. Review and obtain approval of locations with the City Engineering Bureau. Also include removal prior to performing topsoil and seed work.
- Enclose all areas of work with temporary fencing as required to keep the project site safe and secure.
- Perform all utility disconnects and obtain documentation required for obtaining demolition permit.
- Perform all abatement and hazmat work required for the project.
- Obtain Demolition Permit from the City of Stamford Building Department. Note that the City has already

started the process and has posted the buildings for the required time period prior to obtaining a demolition permit and no objections have been received.

- Remove all site features such as bushes and hedges around buildings, benches, light poles and foundations, signs, mailboxes, curbs, sidewalks, stairs, pavement areas up to the hedge/fence at the sidewalk abutting the street.
- Protect all trees that will remain including avoiding compaction of root areas.
- Perform demolition of buildings including removal of all slabs and footings below grade and remove from site.

☐ Provide clean and well graded backfill required to grade site so that no ponding of water occurs.

☐ Provide 6 inches of screened topsoil, seed and hay on all areas of disturbance. Reseed as required to fully establish lawn. Hydro seeding is also acceptable.

All items outlined in this bid specification shall be completed under this contract as part of this scope of work. All items shall be completed to meet current building codes and shall be subject to inspection by authorities having jurisdiction.

Time of Completion:

This contract must be entirely completed 90 calendar days after contract execution.

Contractors shall plan to perform all between the hours of 7:00 AM and 6:00 PM Monday thru Friday. Work beyond these limits shall be approved in advance by the City of Stamford Engineering Bureau.

Contractor shall include in their bid price all costs associated for the use of overtime, second shifts, nights, weekends, holidays, etc. to perform the contract work to meet the completion dates listed herein above. Future claims for overtime costs will not be considered.

Shop Drawings & Submittals:

Contractor shall submit all shop drawings and materials submittals to the project design engineer for review and approval. Maintain a record set of approved submittals on the job site and transmit copies of approved submittals to owner upon project completion.

Special Notes:

1. Contractor shall be responsible for all demolition, dust control, removals, disposals, and/or storage including equipment, materials, and ancillary items required to perform such work.
2. Contractor shall be responsible for securing the site, and keeping the abutting public sidewalks and roadways clean and safe at all times.
3. Contractor shall be responsible for all electrical work under this contract. Electrical work shall be performed by licensed tradesmen holding a valid license as issued by the State of Connecticut.
4. Contractor shall be responsible for coordinating with utility companies for shutdown and/or disconnecting of building services such as sanitary sewer, water, natural gas, cable, telephone and electric, as needed to perform the contract work. Contractor shall be responsible to perform all associated work not performed by the respective utility companies.
5. All work shall be properly coordinated with all trades and subcontractors to avoid conflicts.
6. All contractors shall be properly licensed in their respective trades.
7. Bidders, before submitting proposals, shall visit and carefully examine the areas affected by this work to

familiarize themselves with the existing conditions and the difficulties that will attend the execution of this work. Any difficulties, omissions, additions, obstructions or extras seen at the site visit will be brought to the attention of the City of Stamford before proposals are submitted. Submission of a proposal will be construed as evidence that such an examination has been made and later claims will not be recognized for extra labor, equipment, materials, etc. due to difficulties encountered which could have been foreseen had such an inspection been made.

8. Contractor shall secure all required permits, inspections, and approvals as required by various city agencies such as: Building Dept, Health Dept, Fire Marshal, and any other authorities having jurisdiction. Contractor shall pay all fees associated with filing and obtaining permits and pay all fees associated with inspections. Work that is found to be deficient upon inspection shall be corrected by the contractor at no expense to the City of Stamford.

9. Final payment to the contractor will be contingent upon completion of all contract work, cleaning and removal of all debris, submission of all required paperwork and obtaining final inspections from all authorities having jurisdiction.

SCHEDULE C--GRANTEE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc
40 Richards Avenue
Norwalk CT 06854

CONTACT NAME Kevin Barry
PHONE (A/C No. Ext.) 914-697-8033 FAX (A/C No.) 914-323-4533
E-MAIL ADDRESS kevin_barry@aig.com

INSURED
City of Stamford
P.O. Box 10152
888 Washington Boulevard
Stamford CT 06904-2152

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allied World National Assurance Com	10890
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 537828224

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	AUTO. EXEMPT (INSR) (WVD)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-JECT <input type="checkbox"/> LOC OTHER:		811C004500	7/1/2016	7/1/2017	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROP AGG \$10,000,000 Excess SIR \$1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in ILIN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of liability insurance in reference to 108 & 172 Greenwich Avenue, Stamford, CT.

CERTIFICATE HOLDER

CANCELLATION

Housing Authority of the City of Stamford
22 Clinton Avenue
Stamford CT

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE