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July 8, 2013

VIA COURIER AND ELECTRONIC MAIL

Robert Stein, Chairman
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051
United States of America

Re: Docket No. 190B—Meriden Gas Turbines, LLC Certificate of Environmental Compatibility and Public Need for a 530 MW Combined Cycle Generating Plant in Meriden, Connecticut. Reopening of this Docket Pursuant to Connecticut General Statutes § 4-181a(b) Limited to Council Consideration of Changed Conditions and a Decommissioning Plan – *City of Meriden’s Response to Pre-Hearing Interrogatories*

Dear Chairman Stein:

On behalf of the City of Meriden (the “City”), enclosed is an original and 15 copies of the City’s response to the Connecticut Siting Council’s first set of interrogatories to the City.

Very truly yours,

BROWN RUDNICK LLP



Philip M. Small
Counsel for the City of Meriden

Enclosures

cc: Service List (via electronic mail)

61281874 v1-024513/0002

Witness: Lawrence Kendzior

Question CSC-1:

Please submit 3 copies of the following documents:

- a. City of Meriden Plan of Conservation and Development
- b. City of Meriden Zoning Regulations
- c. City of Meriden Inland Wetland and Watercourse Commission Regulations

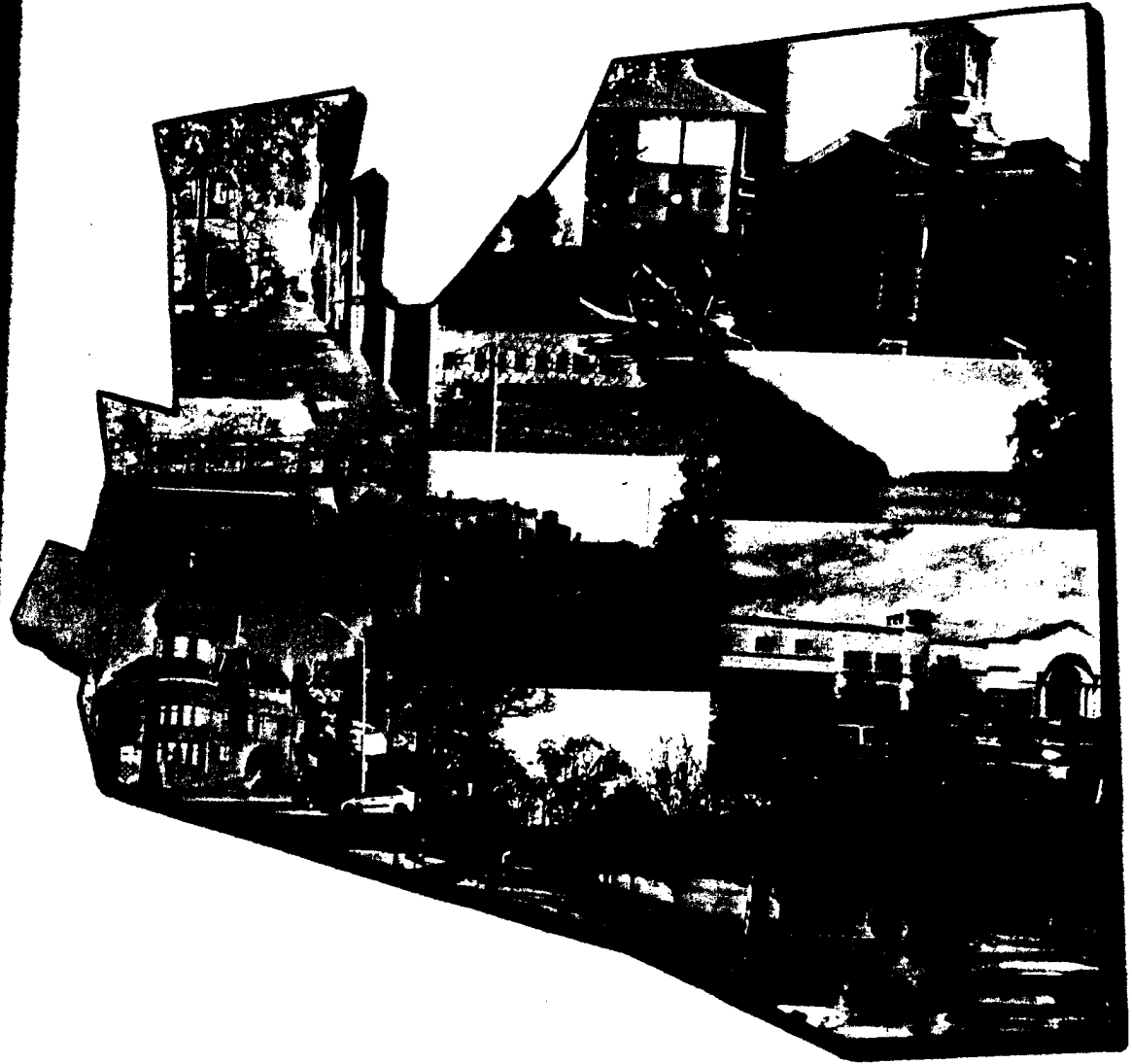
Response CITY-1:

The requested documents are attached as a bulk exhibit. We are also enclosing 3 copies of the City of Meriden Subdivision and Development Regulations.

The documents are also available electronically at:
http://www.cityofmeriden.org/Content/Planning_Division/

City of Meriden, Connecticut

Plan of Conservation and Development



*City of Meriden
Planning Commission*

March 2009

Full document available electronically at:

http://www.cityofmeriden.org/Content/Planning_Division/

4120-1-11 11/20/10
1/20/10

ZONING REGULATIONS

Chapter 213

taken from the

CODE

of the

CITY OF MERIDEN

June 2, 2008

CITY OF MERIDEN
Paul H. ...
CITY CLERK
MAY 20 2008

Full document available electronically at:

http://www.cityofmeriden.org/Content/Planning_Division/

CITY OF MERIDEN ZONING MAP (1966)

Last Map Revision: April 2, 2012

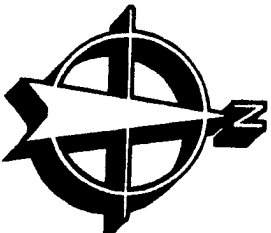
Date map printed: November 30, 2012



1 inch = 1,000 feet

1:12,000

CERTIFIED A TRUE COPY
CITY CLERK'S OFFICE
MERIDEN, CONNECTICUT
Ann J. DeLoe
6-13-13 CITY CLERK
INVALID WITHOUT SEAL



CITY OF MERIDEN
GIS Services, MIS Department
142 East Main St., Meriden, CT
203-630-4148

Planning Division
142 East Main Street
Meriden, CT 06450
203-630-4081

\\planning\ZoningMap_10.mxd

MAP NOTES: Ridgeline Setback Areas information printed on this map shall be used for general information and illustrative purposes only. The actual presence and location of the Ridgeline Setback Areas shall be as determined by qualified technical professionals.

ADDITIONAL SOURCES:

1995 CITY OF MERIDEN 100-SCALE AERIAL FLIGHT AND TOPOGRAPHIC MAPPING PROJECT

CT DEP AQUIFER PROTECTION DATA LAYER (January 29, 2010, 1:24,000 scale)

CITY OF MERIDEN TAX MAPS

DATUM:

CONNECTICUT STATE PLANE, NAD 83 FEET

MAP DISCLAIMER:

Every reasonable effort has been made to assure the information provided on the GIS maps and data is current, accurate and complete. However, the GIS database and the maps and data are subject to constant change and the accuracy and completeness cannot be and is not guaranteed. Independent verification of all data contained herein should be obtained.

The data presented on this map is not legally binding or enforceable by Meriden or any of its departments. These maps and the data are REPRESENTATIONS ONLY and may contain errors. Therefore, the information presented hereon is for informational purposes only. The City of Meriden shall not be liable for any loss, damages or claims that arise out of the use of the maps, documents and data provided.

Full document available electronically at:

http://www.cityofmeriden.org/Content/Planning_Division/



**CITY OF MERIDEN
PLANNING COMMISSION**

**SUBDIVISION
AND
DEVELOPMENT
REGULATIONS**

First Adopted October 16, 1950
Revised 1978
Revised October 2010

Latest Amendments Adopted by
Planning Commission May 11, 2011
Planning Commission June 8, 2011

Room 132
City Hall

Full document available electronically at:

http://www.cityofmeriden.org/Content/Planning_Division/

**INLAND WETLANDS AND WATERCOURSE
REGULATIONS**

MERIDEN, CONNECTICUT

(Revised to January 5, 1994)
(Revised-March 4, 2009)

INLAND WETLANDS AND WATERCOURSE

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1.0 TITLE, AUTHORITY, AND PURPOSE

These regulations shall be known as the "Inland Wetlands and Watercourses Regulations of the City of Meriden, Connecticut", and are hereinafter referred to as "Regulations".

- 1.2 These Regulations have been prepared and are adopted in accordance with the provisions of the Connecticut General Statutes, Chapter 440, Section 22A-36, as amended from time to time, and as authorized in an ordinance adopted by the City Council of the City of Meriden on June 3, 1974.
- 1.3 They provide an orderly process through which to balance the need for economic growth and land use in Meriden, with the need to protect its environment and ecology for the benefit and enjoyment of the people of Meriden and generations yet unborn.
- 1.4 The purpose of these regulations is to protect the quality of the inland wetlands and watercourses lying within the City of Meriden. The wetlands and watercourses are an indispensable, irreplaceable and fragile natural resource with which the citizens of Meriden have been endowed. They are essential to an adequate supply of surface and underground water, to hydrogeological stability and control of flood and erosion, to the recharging and purification of groundwater, and to the existence of many forms of animal, aquatic and plant life.
- 1.5 It is in the public interest and essential to the health, welfare, and safety of the citizens of Meriden to preserve and protect the wetlands and watercourses from unnecessary, undesirable and unregulated uses, disturbances and destruction. The intent of protecting the public interest by making provisions for the protection, preservation, maintenance and use can be met by:
 - 1.5.1 Minimizing the disturbance and pollution of wetlands and watercourses;
 - 1.5.2 Maintaining or improving water quality in accordance with the standards set by federal, state or local authority;
 - 1.5.3 Preventing damage from erosion, turbidity or siltation;
 - 1.5.4 Preventing loss of fish and other beneficial organisms, wildlife, and vegetation;
 - 1.5.5 Preventing the destruction of natural habitats;
 - 1.5.6 Controlling discharges and runoff to deter and inhibit pollution and flooding;

- 1.5.7 Protecting the conservation, economic, recreational and aesthetic quality of wetlands and watercourses to maintain their public and private uses and values; and
- 1.5.8 Protecting potable fresh water supplies from the dangers of drought, overdraft, pollution, misuse or mismanagement.

2.0 DEFINITIONS

As used in these regulations:

- 2.1 "Bog" means a poorly drained area containing an accumulation of organic material and characterized by an association of plants recognized as bog species. Typical examples of bog species are listed in the booklet entitled Inland Wetland Plants of Connecticut (May, 1973). Such plant species include, but are not limited to: *Larix laricina*, larch; *Picea mariana*, Black Spruce; *Decodon verticillatus*, Water willow; *Drosera rotundifolia*, Sundew; *Sarracenia purpurea*, pitcher plant; *Chamaedaphne calyculata*, Leather-leaf; *Myrica gale*, sweet gale; *Kalmia polifolia*, bog-laurel; and *Vaccinium oxycoccos*, Blueberry.
- 2.2 "Clear-cutting" means the harvest of timber products in a fashion which removes all species of trees down to a 2" diameter at breast height.
- 2.3 "Commission" means the Inland Wetlands and Watercourse Commission of the City of Meriden, Connecticut.
- 2.4 "Deposit" includes, but shall not be limited to fill, grade, dump, place, discharge or emit.
- 2.5 "Designated Agent" means an individual designated by the agency to carry out its functions and purposes.
- 2.6 "Discharge" means the emission of water, substance or material into waters of the City of Meriden, whether or not such substance causes pollution.
- 2.7 "Disturbing the natural and indigenous character of the land" means that the activity will significantly alter the inland wetland and watercourses by reason of removal or deposition of material, clear cutting, alteration or obstruction of water flow, or will result in the pollution of the wetland or watercourse or as stated in Section 6.2.
- 2.8 "Farming" means using any tract of land for growing crops; raising livestock or other agricultural use.
- 2.9 "Gardening" means the tilling of soil, planting, cultivating and harvesting of vegetable matter.

- 2.10 "Grazing" means using any tract of land to feed or supply farm animals with grass or pasture, to tend farm animals, or feeding or growing silage and herbage.
- 2.11 "Harvesting of Crops" means gathering plants or animals or plant or animal products which have been grown to be harvested.
- 2.12 "Nurseries" means land used for propagating trees, shrubs or other plants for transplanting, sale, or for use as stock for grafting.
- 2.13 "Emergency repairs" shall include, but not be limited to the following: removal of obstructions such as trees, tires, and accumulated silt, etc. from watercourses for reasons of flood prevention and maintenance.
- 2.14 "Marsh" means an area normally covered with shallow water, subject to seasonal variations, that contains an association of herbaceous, soft-stemmed plants recognized as marsh vegetation. Typical examples of marsh species are listed in the booklet entitled Inland Wetland Plants of Connecticut (May, 1973). Such plant species include, but are not limited to:
- Sparganium americanum, Bur-reed;
 - Typha latifolia Cattail;
 - Pontederia, Pickerel weed;
 - Peltandra virginica, Arrow-arum;
 - Carex stricta, tussock sedge;
 - Lythrum salicaria, Purple loosestrife;
 - Juncus acuminatus, Rush;
 - Phragmites communis, Reed and
 - Zizania aquatica, Wild Rice.
- 2.15 "Material" means any substance, solid or liquid, organic or inorganic, including but not limited to soil, sediment, aggregate, land, gravel, clay, bog, mud, debris, sand and refuse or waste.
- 2.16 "Permit" means the whole or any part of a license, Certificate of Approval or Exemption, or similar form of permission which may be required of any person by the provisions of these Regulations or Section 22a of the Connecticut General Statutes.
- 2.17 "Person" means any person, firm, partnership, association, corporation, company, organization or legal entity of any kind, including municipal corporations, government agencies or subdivisions thereof.
- 2.18 "Pollution" means any harmful thermal effect or the contamination or rendering unclean or impure of any wetlands or watercourses by reason of any waste or other materials discharged or deposited therein by any public or private sewer, or otherwise, so as to come in contact with any wetlands or watercourses.

- 2.19 "Regulated Activity" means any operation or use of a wetland or watercourse involving removal or deposition of material; or any obstruction, construction, alteration or pollution of such wetlands or watercourses, and any earth moving, filling, construction, or "clear cutting" of trees within 100 feet of wetlands or watercourses, but shall not include the activities specified in Section 4 of these regulations.
- 2.20 "Regulated Area" means any wetlands and watercourses, as defined in these Regulations, not all of which may be specifically delineated at present on the map entitled "Designated Inland Wetlands and Watercourse of the City of Meriden" due to the constraints of printing and the mapping scale.
- 2.21 "Remove" includes, but shall not be limited to drain, excavate, mine, dig, dredge, suck, bulldoze, dragline or blast.
- 2.22 "Rendering unclean or impure" means any alteration of the physical, chemical or biological properties of any of the waters of the City of Meriden, including, but not limited to, change in odor, color, turbidity or taste.
- 2.23 "Significant Impact or Major Effect" means:
- 2.23.1 Any activity involving a deposition of material which will or may have substantial adverse effect on the regulated area or on another part of the wetland or watercourse system; or
- 2.23.2 Any activity involving a removal of material which will or may have a substantial adverse effect on the regulated area or on another part of the wetland or watercourse system; or
- 2.23.3 Any activity which causes substantial turbidity, siltation or sedimentation in a wetland or watercourse, or
- 2.23.4 Any activity which causes a substantial diminution of flow of a natural watercourse, or groundwater levels of the regulated area, or
- 2.23.5 Any activity which causes or has the potential to cause pollution of a wetland or watercourse, or
- 2.23.6 Any activity which creates conditions which may adversely affect the health, welfare and safety of any individual or the community, or
- 2.23.7 Any activity which destroys unique wetland or watercourse areas having demonstrable scientific or educational value.

- 2.23.8 Any activity which substantially changes the natural channel or may inhibit the natural dynamics of a watercourse system; or
- 2.23.9 Any activity which substantially diminishes the natural capacity of a wetland or watercourse to support desirable biological life, prevent flooding, supply water, assimilate waste, facilitate drainage, and/or provide recreation and open space; or
- 2.23.10 Any activity which would result in a degrading of a watercourse or the surface and/or groundwater of a wetland which would be inconsistent with the goals and purposes of these regulations.
- 2.24 "Soil Scientist" means an individual duly qualified in accordance with the standards set by the Office of Personnel Management (formerly the U. S. Civil Service Commission).
- 2.25 "Swamp" means an area with a water table at or near the surface of the ground throughout most of the year and containing vegetation dominated by an association of trees and/or shrubs recognized as swamp species. Typical examples of swamp species are listed in the booklet entitled Inland Wetland Plants of Connecticut (May, 1973). Such plant species include but are not limited to: *Acer rubrum*, Red Maple; *Rhus vernix*, Poisen Sumac; *Fraxinus nigra*, Black Ash; *Salix discolor*, Pussy willow; *Nyssa sylvatica*, Black gum; *Alnus*, Alders; *Vaccinium corymbosum*, Blueberry; *Clethra alnifolia*, Sweet Pepperbush; *Rhododendron viscosum*, Clammy azalea; *Ilex verticellata*, Winterberry; *Lindera benzoin*, spicebush; *Cephalanthus occidentalis*, Buttonbush; *Caltha palustris*, Marsh-marigold; and *Symplocarpus foetidus*, skunk-cabbage.
- 2.26 "Waste" means sewage or any natural or man-made substance, liquid, gaseous, solid or radioactive, which may pollute or tend to pollute any of the waters of the City.
- 2.27 "Watercourse" means rivers, streams, brook, waterways, lakes, ponds, marshes, swamps, bog, and all other bodies of water, natural or artificial, public or private, vernal, intermittent, or perennial, which are contained within, flow through, or border upon the City of Meriden or any portion thereof, not regulated pursuant to Section 22a-28 through 22a-35, inclusive, of the General Statutes, as amended.
- 2.28 "Wetland" means land, including submerged land, not regulated pursuant to Sections 22a-28 and 22a-35 inclusive, of the General Statutes, as amended, which consists of any of the soil types designated as poorly drained, very poorly drained, alluvial or floodplain by the National Cooperative Soil Survey (as may be amended from time to time of the Soil Conservation Service of the U.S. Department of Agriculture).

Such areas may include filled, graded, or excavated sites which possess an aquatic (saturated) soil moisture regime as defined by the USDA Cooperative Soil Survey.

These soils are generally shown for informational purposes only on a map entitled "Designated Wetlands and Watercourses of the City of Meriden".

In each instance, however, the actual character of the soil shall determine whether the land in question is subject to regulation.

- 2.29 "Wetland Analyst" an individual who has the qualifications both educational and experience to fully describe the subsections under Section 7.7.1 of these regulations.

3.0 INVENTORY OF REGULATED AREAS

- 3.1 The map of regulated areas, entitled "Inland Wetlands and Watercourses of the City of Meriden, Conn." delineates the general location and boundaries of inland wetlands and the location of watercourses. Copies of this map are available for inspection in the Planning Department. In all cases, the precise location of regulated areas shall be determined by the actual character of the land, the distribution of regulated soil types, and location of watercourses. Such determinations shall be made by field inspection and testing conducted by a qualified soil scientist where soil classifications are required, or where watercourse determinations are required, by other qualified individuals deemed acceptable to the Commission.

- 3.2 Any property owner who disputes the designation of any part of his or her land as a regulated area on the Inland Wetlands and Watercourses Map, may petition the Commission to change the designation. All petitions for a map change shall be submitted in writing and shall include all relevant facts and circumstances which support the change. The petitioner shall provide proof that the designation is inapplicable. Documentation in accordance with Section 15 of these regulations may be required of the property owner when the agency requires an accurate delineation of regulated areas.

- 3.3 The Inland Wetland Commission or its designated agent(s) shall monitor and maintain general surveillance of all regulated areas.

4.0 PERMITTED USES AS OF RIGHT AND NONREGULATED USES

- 4.1 The following operations and uses shall be permitted in inland wetlands and watercourses, as of right when verified in writing by the Commission:

- 4.1.1 Grazing, farming, nurseries, gardening, harvesting of crops, and farm ponds of three (3) acres or less essential to the farming operation. The provisions of this section shall not be construed to include road construction or the erection of buildings not directly related to the farming operation, relocation of watercourses with continual flow, filling or reclamation of wetlands or watercourses with continual flow, clear cutting of timber except for the expansion of agricultural crop land, or the mining of top soil, peat, sand, gravel or similar material from wetlands or watercourses for the purposes of sale. In the case of an agricultural activity, the applicant or property owner must be able to substantiate through assessor's records or other similar documents that fifty (50%) or more of income is derived from a bona fide agricultural operation;
- 4.1.2 Construction and use of a residential home for which a building permit has been issued, or on an approved subdivision lot, provided that the permit has been issued or the subdivision approved (by the Meriden Planning Commission) prior to July 1, 1974, the date of promulgation of these regulations. No home shall be permitted as of right unless the building permit was obtained on or before July 1, 1987.
- 4.1.3 Boat anchorage and mooring;
- 4.1.4 Uses incidental for the enjoyment and maintenance of residential property, such property defined as the largest minimum residential lot size in the City of Meriden which also contains a house. Such incidental uses shall include maintenance of existing structures and landscaping, but shall not include any activity which diminishes the natural capacity of an inland wetland or watercourse to support desirable biological life, prevent flooding, supply water, assimilate waste, facilitate drainage, and/or provide recreation and open space.
- 4.1.5 Construction and operation, by water companies as defined in Section 16-1 of the Connecticut General Statutes or by municipal water supply systems as provided for in Chapter 102 of the Connecticut General Statutes, of dams, reservoirs and other facilities necessary to the impounding, storage and withdrawal of water in connection with public water supplies except as provided in Section 22a-36, et seq., of the Connecticut General Statutes.
- 4.1.6 Emergency repairs and routine maintenance of utility and town agency work. Utility and town agencies shall notify the Inland Wetlands and Watercourse Commission of all emergency repair operations conducted in watercourses as soon as possible after the repair.

- 4.2 The following operations and uses shall be permitted as non-regulated uses in wetlands and watercourses, provided they do not disturb the natural and indigenous character of the wetland or watercourse by removal or deposition of material, alteration or obstruction of water flow or pollution of the wetland or watercourse:
- 4.2.1 Conservation of soil, vegetation, water, fish, shellfish, and wildlife. Such operation or use may include, but is not limited to, minor work to control erosion, or to encourage proper fish, wildlife and silviculture management practices.
- 4.2.2 Outdoor recreation, including use of play and sporting areas, use of golf courses, field trails, nature study, horseback riding, swimming, skin diving, camping, boating, water skiing, trapping, hunting, fishing, and shellfishing and cross-country skiing where these activities are otherwise legally permitted and regulated.
- 4.3 All activities in wetlands or watercourses involving filling, excavation, dredging, clear cutting, grading and excavation or any other alteration or use of a wetland or watercourse not specifically permitted by this section shall require a permit from the Commission in accordance with Section 6 of these regulations.
- 4.4 To carry out the purposes of this section, any person proposing to carry out a permitted or nonregulated operation or use of a wetland or watercourse shall, prior to commencement of such operation or use, notify the Commission on a form provided by it from the Planning Department, and provide the Commission, through its designated agent with sufficient information to enable it to properly determine that the proposed operation and use is a permitted or nonregulated use of the wetland or watercourse. The Commission or its designated agent shall rule that the proposed operation or use is permitted or a nonregulated use of operation or that a regular permit is required. Such ruling shall be in writing and shall be made no later than the next regularly scheduled meeting of the Commission following the meeting at which the request was received. The designated agent for the Commission may make such ruling on behalf of the Commission at any time. Initiation of the permitted use or operation shall be within one year and any ruling pursuant to this section shall expire in one year from date of issuance unless otherwise extended by the Commission.

5.0 ACTIVITIES REGULATED BY THE STATE

- 5.1 The Commissioner of Environmental Protection shall regulate activities in or affecting wetlands or watercourses subject to the following jurisdiction:

- 5.1.1 Construction or modification of any dam pursuant to Sections 22a-401 through 22a-410 of the General Statutes, as amended;
- 5.1.2 Construction or placement of any obstruction within stream channel encroachment lines pursuant to Sections 22a-342 through 22a-349 of the General Statutes, as amended;
- 5.1.3 Construction or placement of any structure or obstruction within the tidal, coastal or navigable waters of the state pursuant to Sections 22a-359 through 22a-363 or in designated tidal wetlands pursuant to Sections 22a-28 through 22a-35 of the General Statutes, as amended;
- 5.1.4 Diversion of water in excess of fifty thousand (50,000) gallons per day or any surface waters of the state where the tributary watershed area above the point of diversion is 100 acres or larger pursuant to Sections 22a-365 through 22a-378 of the General Statutes, as amended;
- 5.1.5 Discharges into the waters of the state pursuant to Section 22a-430 of the General Statutes, as amended;
- 5.1.6 Discharge of fill or dredged materials into the wetlands and watercourses of the state pursuant to Section 401 of the Federal Clean Water Act, as amended, for activities regulated by the U.S. Army Corps of Engineers under Section 404 of the Federal Clean Water Act;
- 5.2 Any permit decision or order issued by the Commission of Environmental Protection shall be binding upon the Commission as to those matters within the Commissioner of Environmental Protection's jurisdiction.
- 5.3 The Commissioner of Environmental Protection shall have exclusive jurisdiction over regulated activities and other activities, in or affecting wetlands or watercourses, undertaken by any department, agency or instrumentality of the State of Connecticut, except any local or regional board of education.

6.0 REGULATED ACTIVITIES TO BE LICENSES

- 6.1 The Commission shall regulate those activities which involve the disturbance of the natural and indigenous character of the wetland or watercourse. It shall not regulate the activities specified in Section 22a-39 of the Connecticut General Statutes, those activities being regulated solely by the Commissioner of Environmental Protection.
- 6.2 An operation or use shall be considered a disturbance of the natural and indigenous character of the wetlands and watercourses which it involves one of more of the following activities:

All applications shall include in addition to such other information as may be required by the Commission, the following information in writing on the application:

- a. The applicant's name, home, and business address, and telephone numbers;
- b. The owner's name (if applicant is not the owner of the property), home and business addresses, telephone numbers and written consent to the proposed activity set forth in the application;
- c. Applicant's interest in the land;
- d. The geographical location of the property which is to be affected by the proposed activity, including a description of the land in sufficient detail to allow identification of the inland wetlands and watercourses, area(s) of wetland or watercourse disturbance, soil type(s) and vegetation;
- e. Purposes and description of the proposed activity;
- f. Alternatives considered by the applicant and why the proposal to alter wetlands set forth in the application was chosen;
- g. A site plan showing existing and proposed conditions in relation to wetlands and watercourses;
- h. Names and addresses of adjacent property owners;
- i. Certification that the applicant is familiar with all the information provided in the application and is aware of the penalties for obtaining a permit through deception or through inaccurate or misleading information;
- j. Authorization for the Commissioners and agents of the Commission to inspect the property, at reasonable times, both before and after final decision has been issued;
- k. Any other information the applicant deems necessary to the understanding of what it is proposing;
- l. Submission of the appropriate filing fee based on the fee schedule established in Section 12 of these Regulations;
- m. Required additional information.

- 7.6 A site plan shall be included with the application for permit, showing the proposed use and the property to be affected. The map shall be at the scale specified in the application checklist, and shall include, but not be limited to, the following information:
- 7.6.1 Property boundaries showing dimensions and names of abutting property owners;
- 7.6.2 Existing and proposed contours at two (2) foot intervals based on City datum or field survey, or where no grading is involved, spot elevations at appropriate locations;
- 7.6.3 Location of proposed building and/or use(s);
- 7.6.4 Location of storm water drainage system, with drainage computations and profiles based on ten (10) and twenty-five (25) year design storms;
- 7.6.5 Location and depth of underground storage tanks and septic systems;
- 7.6.6 Location of designated wetlands by a Soil Scientist. Mapping of soil types consistent with the categories established by the National Cooperative Soil Survey of the U.S. Soil Conservation Service. A soils report by a Soil Scientist shall be provided. The Wetland soils shall be flagged in the field, and any proposed foundations, within 100 feet of wetland shall be staked.
- 7.6.7 Location and classification of Flood Zone(s) per Federal Flood Insurance Rate Maps;
- 7.6.8 Soil Erosion and Sedimentation Control Plan, and;
- 7.6.9 North arrow and location key at 1" = 1000' scale;
- 7.7 If the proposed activity involves a Significant Impact or Major Effect (Plenary Ruling) as defined in Section 2.22 of these regulations, additional information, based on the nature and anticipated effects of the activity, including but not limited to the following is required:
- a. Site plans for the proposed use or operation and the property which will be affected, which show existing and proposed conditions, wetland and watercourse boundaries, land contours, boundaries of land ownership, proposed alterations and uses of wetlands and watercourses, and other pertinent features of the development drawn by a licensed surveyor, professional engineer or architect registered in the State of Connecticut or in an adjoining state, or by such other person acceptable to the Commission. The site plan shall show where each specific poorly drained, very poorly drained, alluvial and/or

floodplain soils are found. Soil types identified must be consistent with the categories established by the National Cooperative Soil Survey of the United States Conservation Service.

A soils report by a Soils Scientist shall be provided, the wetlands soils shall be flagged in the field by the Soils Scientist, and any proposed foundations within 100 feet of wetland shall be staked. The site plan shall show all boring locations and soil samples obtained by the soil scientist.

- b. Engineering reports and analyses and additional drawings to fully describe the proposed project and any filling, excavation, drainage or hydraulic modifications to wetlands and watercourse, including expansion or reduction in the stormwater storage or carrying capacity of the wetland or watercourse. The projected impact upstream and downstream shall be addressed.
- c. A list of abutting property owners, including their current mailing addresses and telephone numbers.

7.7.1

The following subsections shall be prepared by a "Wetland Analyst":

- a. Description of the ecological communities and functions of the wetlands or watercourses involved with the application and the effects of the proposed regulated activities on these communities and wetland functions;
- b. Description of how the applicant will change, diminish, or enhance the ecological communities and functions of the wetlands or watercourses involved in the application and with each alternative;
- c. Analysis of chemical or physical characteristics of any fill material;
- d. Measures which would mitigate the impact of the proposed activity. Such measures include, but are not limited to, plans or actions which avoid destruction or diminution of wetland or watercourse functions, recreational uses and natural habitats, which prevent flooding, degradation of water quality, erosion and sedimentation and obstruction of drainage, or which otherwise safeguard water resources.
- e. Other information regarding the role of the wetland or watercourse in water purification, water recharge, and flood control.

7.8 The applicant shall certify whether:

- a. Any portion of the property on which the regulated activity is proposed is located within 500 feet of the boundary of an adjoining municipality;**
- b. Traffic attributable to the completed project on the site will use streets within the adjoining municipality to enter or exit the site;**
- c. Sewer or water drainage from the project site will flow through and impact the sewage or drainage system within the adjoining municipality; or,**
- d. Water run-off from the improved site will impact streets or other municipal or private property within the adjoining municipality.**

7.9 Four copies of the complete application shall be submitted to comprise a complete application or as is otherwise directed, in writing, by the Inland Wetland Commission.

7.10 Any application to extend the expiration date of a previously issued permit shall be filed with the Commission not later than sixty-five (65) days prior to the expiration date for the permit in accordance with Subsections 8.4 through 8.8 of these Regulations. Any application for renewal or extension shall be made in accordance with this Section provided:

- a. The application may incorporate by reference the documentation and record of the original application;**
- b. The application shall state the reason why the authorized activities were not initiated or completed within the time specified in the permit;**
- c. The application shall describe any changes in facts or circumstances involved with or affecting wetland or watercourses or the property for which the permit was issued;**
- d. The Commission may accept an untimely application to extend the expiration date of a permit if the authorized activity is ongoing and allow the continuation of work beyond the expiration date if in its judgment, the permit is likely to be extended and the public interest or environment will be best served by not interrupting the activity. The application shall describe the extent of work completed at the time of filing and the schedule for completing the activities authorized in the permit.**

- e. The Commission shall evaluate the application pursuant to Section 10 of these Regulations and grant the application as filed, grant it with any terms or limitations, or deny it without prejudice with respect to the filing of a new permit application.

8.0 APPLICATION PROCEDURES

8.1 All applications shall be filed with the Planning Department of the City of Meriden.

8.2 In the case of any application where any portion of the property on which the regulated activity is proposed is located within 500 feet of the boundary of Berlin, Middletown, Middlefield, Wallingford, Cheshire, or Southington, the applicant shall give written notice of the proposed activity, certified mail return receipt requested, to the adjacent municipal wetland agency on the same day of filing an inland wetland permit application with the Meriden Inland Wetland Commission. Documentation of such notice shall be provided to the Meriden Inland Wetland Commission.

8.3 The Commission shall, in accordance with PA 87-307, notify the clerk of any adjoining municipality of the pendency of any application to conduct a regulated activity when:

- a. Any portion of the property on which the regulated activity is proposed is located within 500 feet of the boundary of an adjoining municipality;
- b. A significant portion of the traffic to the completed project on the site will use streets within the adjoining municipality to enter or exit the site;
- c. A significant portion of the sewer or water drainage from the project site will flow through and significantly impact the sewage or drainage system within the adjoining municipality; or,
- d. Water run-off from the improved site will impact streets or other municipal or private property within the adjoining municipality.

Notice of the pendency of such application shall be made by registered mail and shall be mailed within seven (7) days of the date of receipt of the application.

- 8.4 When an application is filed to conduct or cause to be conducted a regulated activity upon an inland wetland or watercourse, any portion of which is within the watershed of a water company as defined in Section 16-1 of the General Statutes, the applicant shall provide written notice of the application to the water company provided such water company has filed a map showing the boundaries of the watershed on the land records of the municipality in which the application is made and with the inland wetlands agency of such municipality. Such notice shall be made by certified mail, return receipt requested, and shall be mailed within seven days of the date of the application. The water company, through a representative, may appear and be heard at any hearing on the application.
- 8.5 The date of receipt of any application shall be the day of the next regularly scheduled meeting of the Commission immediately following the day of submission to the Commission, provided such meeting is no earlier than three business days after receipt or thirty five days after submission, whichever is sooner. Agenda deadline date shall be 15 calendar days before the next regularly scheduled meeting.
- 8.6 At any time during the review period, the Commission may require the applicant to provide additional information about the regulated area or regulated activity which is the subject of the application, or wetlands or watercourses affected by the regulated activity.
- 8.7 If a public hearing is to be held on any application for a permit, all documentary evidence in support of the application shall be filed with the Commission and available for public inspection no less than fifteen (15) days prior to the day of the hearing or any reconvening thereof.
- 8.8 All applications shall be open for public inspection.
- 8.9 Incomplete applications may be denied.
- 9.0 **PUBLIC HEARINGS**
- 9.1 A public hearing shall be held on all applications with a Plenary Ruling classification. A public hearing may be held on applications which do not involve significant activities if the Commission determines it is in the public interest. All applications and maps and documents relating thereto shall be open for public inspection. Any person may appear and be heard at any public hearing.

- 9.2 Notice of the public hearing shall be published at least twice at intervals of not less than two days, the first not more than fifteen days and not fewer than ten days, and the last not less than two days before the date set for the hearing in a newspaper having a general circulation in each town where the affected wetland and watercourse is located.
- 9.3 Notice of the public hearing shall be mailed to the owner(s) of record of abutting land and all parties of record no less than fifteen days prior to the day of the hearing.
- 9.4 In the case of any application which is subject to the notification provisions of Section 8.3 of these Regulations, a public hearing shall not be conducted if the clerk of the adjoining municipality(s) has not received notice of the pendency of the application.

10.0 CONSIDERATIONS FOR DECISION

- 10.1 The Commission may consider the following in making its decision on an application:
- a. The application and its supporting documentation;
 - b. Public comments, evidence and testimony from a public hearing;
 - c. Reports from other agencies and commissions including but not limited to the City of Meriden:
 1. Inland Wetlands and Watercourse Commission
 2. Flood and Erosion Control Commission
 3. Planning, Zoning, or Planning and Zoning Commissions
 4. Building Official
 5. Health Officer
 - d. The Commission may also consider comments on any application from the New Haven County Soil and Water Conservation District, the South Central Regional Council of Governments or other regional organizational agencies in adjacent municipalities which may be affected by the proposed activity, or other technical agencies or organizations which may undertake additional studies or investigation.
 - e. Non-receipt of comments from agencies and commissions listed above within the proscribed time shall neither delay nor prejudice the decision of the Commission.

Standards and Criteria for Decision

The Commission shall consider all relevant facts and circumstances in making its decision on any application for a permit, including but not limited to the following:

- a. The environmental impact of the proposed action, including the effects on the inland wetland's and watercourse's capacity to support fish and wildlife, to prevent flooding, to supply and protect surface and ground waters, to control sediment, to facilitate drainage, to control pollution, to support recreational activities, and to promote public health and safety;
- b. The alternatives to the proposed action including a consideration of alternatives which might enhance environmental quality or have a less detrimental effect, and which could feasibly attain the basic objectives of the activity proposed in the application.

This consideration should include, but is not limited to, the alternative of taking no action, or postponing action pending further study, and the alternative of requiring actions of different nature which would provide similar benefits with different environmental impacts, such as using a different location for the activity.

- c. The relationship between the short-term uses of the environment and the maintenance and enhancement of long-term productivity, including consideration of the extent to which the proposed activity involves trade-offs between short-term environmental gains at the expense of long-term losses, or vice versa, and consideration of the extent to which the proposed action forecloses or predetermines future options.
- d. Irreversible and irretrievable commitments of resources which would be involved in the proposed activity. This requires recognition that the inland wetlands and watercourses of the State of Connecticut are an indispensable, irreplaceable and fragile natural resource, and that these areas may be irreversibly destroyed by deposition, filling, and removal of material, by the diversion, diminution or obstruction of water flow including low flows, and by the erection of structures and other uses.
- e. The character and degree of injury to, or interference with, safety, health, or the reasonable use of property, including abutting or downstream property, which would be caused or threatened by the proposed activity, or the creation of conditions which may do so. This includes recognition of potential damage from erosion, turbidity, or siltation, loss of fish and wildlife and their habitat, loss

of unique habitat having demonstrable natural, scientific or educational value, loss or diminution of beneficial aquatic organisms and wetland plants, the dangers of flooding and pollution, and the destruction of the economic, aesthetic, recreational and other public and private uses and values of wetlands and watercourses to the community.

- f. The suitability of the activity to the area for which it is proposed. This requires a balancing of the need for the economic growth of the state and the use of its land, with the need to protect its environment and ecology for the people of the state and the benefit of generations yet unborn.
- g. Measures which would mitigate the impact of any aspect of the proposed regulated activity(s). Such measures include, but are not limited to, actions which would avoid adverse impacts or lessen impacts to wetlands and watercourses and which could be feasibly carried out by the applicant and would protect or enhance the wetland's or watercourse's natural capacity to support fish or wildlife, prevent flooding, supply water, control sedimentation, prevent erosion, assimilate wastes, facilitate drainage, and to provide recreation and open space.

10.3 In the case of any application which received a public hearing, a permit shall not be issued unless the Commission finds that a feasible and prudent alternative does not exist. In making this finding, the Commission shall consider the facts and circumstances set forth in Section 10 of these regulations. This finding and the reasons therefor shall be stated on the record in the decision of the Commission.

10.4 In reaching its decision on any application after a public hearing, the Commission shall base its decision on the record of that hearing. Documentary evidence or other material not in the hearing record shall not be considered by the Commission in its decision.

11.0 DECISION PROCESS AND PERMIT

11.1 The Commission may grant the application as filed; grant it upon such terms, conditions, limitations or modifications necessary to carry out the purposes of the Act; or deny it.

11.1.1 Upon receipt of the application, the Commission shall classify it as requiring a declaratory ruling, a summary ruling, or a plenary ruling.

11.1.2 Declaratory ruling, or exemption, shall be given to any application which the Commission determines does not involve a regulated activity. The Commission shall verify this in writing to the applicant, however, a permit shall not be necessary to conduct the proposed activity. The Commission shall state in writing its reasons for finding that a proposed activity or use does not involve a regulated activity pursuant to Section 6.0 of these regulations. This permission shall be subject to limitation or revocation if it is later shown that a regulated activity or non-permitted use is a consequence of the proposed activity.

11.1.3 Summary ruling classification shall be given to an application that, after initial review, is determined to be a regulated activity not involving significant impact or major effect on a wetland or watercourse. The Commission may review the application and may allow the activity with or without conditions.

11.1.4 Plenary Ruling classification shall be given to an application that the Commission finds does or may involve a "Significant Impact or Major Effect" on the wetlands or watercourse. The Commission shall hold a public hearing within sixty-five (65) days of receipt of the completed application by the Commission.

11.2 No later than sixty-five (65) days after receipt of an application, the Commission may hold a public hearing on such application. The hearing shall be completed within thirty-five (35) days of its commencement.

Action shall be taken on applications within thirty-five (35) days after completion of a public hearing. In the absence of a public hearing, action shall be taken on applications within sixty-five (65) days from the date of receipt of the application. The applicant may consent to one or more extensions of the periods specified in this subsection for the holding of the hearing and for action on such application, provided the total extension of any such period shall not be for longer than a total of sixty-five (65) days, or may withdraw such application. Failure of the inland wetlands agency to act within any time period specified in this subsection, or any extension thereof, shall not be deemed to constitute approval of the application.

11.3 The Commission shall state upon its record the reasons and bases for its decision and, in the case of any public hearing, such decision shall be based fully on the record of such hearing and shall be in writing.

11.4 The Commission shall notify the applicant and any named parties to the proceeding of its decision within fifteen (15) days of the date of the decision by certified mail and the Commission shall cause notice of its order in the issuance or denial of the permit, in a newspaper having general circulation in the town wherein the inland wetland or

- b. All permits issued by the Commission are subject to and do not derogate any present or future rights or powers of the Commission of the City of Meriden, and convey no rights in real estate or material nor any exclusive privileges, and are further subject to any and all public and private rights and to any federal, state, and municipal laws or regulations pertinent to the property or activity.
- c. If the activity authorized by the inland wetland permit also involves an activity or a project which requires zoning or subdivision approval, special permit, variance or special exception, no work pursuant to the wetland permit may begin until such approval is obtained.
- d. The permittee shall employ construction management practices, consistent with the terms and conditions of the permit, to control storm water discharges and to prevent erosion and sedimentation and to otherwise prevent pollution of wetlands and watercourses.

12.0 FEES

12.1 Method of Payment. All fees required by these regulations shall be submitted to the Commission by check or money order payable to the City of Meriden at the time the application is filed with the Commission.

12.2 No application shall be granted or approved by the Commission unless the correct application fee is paid in full or unless a waiver has been granted by the Commission pursuant to subsection 4 of these Regulations.

12.3 The application fee is not refundable.

12.4 Definitions. As used in this Section:

- a. "residential uses" means activities carried out of property developed for permanent housing or being developed to be occupied by permanent housing.
- b. "Commercial uses" means activities carried out on property developed for industry, commerce, trade, recreation, or business or being developed to be occupied for such purposes, for profit or nonprofit.
- c. "Other uses" means activities other than residential uses or commercial uses.

12.5 Fee Schedule. Application fees shall be based on the following schedule:

- a. PERMITTED AND UNREGULATED USES - Section 4 of these Regulations.

PERMITTED USES AS OF RIGHT (Section 4.1).....NO CHARGE

NONREGULATED USES (Section 4.2).....\$55.00

- b. REGULATED USES - Section 6 of these Regulations.

RESIDENTIAL USES..... 100.00

PLUS: WHEN EXISTING WETLAND AND/OR WATERCOURSE IS GREATER THAN A TOTAL OF 500 SQUARE FEET INCLUDE, \$50.00/LOT OR 50.00/ ACRE WETLANDS ON THE PROPERTY WHICH EVER IS MORE

COMMERCIAL USES..... 200.00

PLUS: FEE FROM SCHEDULE A IN SECTION 12.6 OF THESE REGULATIONS.

ALL OTHER USES.....150.00

- c. SIGNIFICANT (Plenary) ACTIVITY - Section 7.7 of these Regulations.....250.00

- d. MAP AMENDMENT PETITIONS - Section 15.3 of these Regulations.....250.00

PLUS: FEE FROM SCHEDULE B IN SECTION 12.7 OF THESE REGULATIONS.

- e. MODIFICATION OF PREVIOUS APPROVAL - Section 7.10 and 11.1 of these Regulations..... 35.00

(There shall be no fee for correcting typographical or other errors)

12.6 SCHEDULE A. For the purpose of calculating the permit application fee, the regulated are in schedule A is the total area of wetlands and watercourses upon which a regulated activity is proposed.

SQ. FT. REGULATED AREA	FEE/1000 SQ.FT. REGULATED AREA
LESS THAN 2,500	\$18.00
2,500 TO 50,000	12.00
MORE THAN 50,000	6.00

12.7 SCHEDULE B. For the purpose of calculating the map amendment

petition fee, the regulated area in schedule B is the total length of wetlands and watercourses boundary subject to the proposed boundary change.

LINEAR FEET REGULATED AREA FEE/100 LINEAR FEET
REGULATED AREA

LESS THAN 500.....\$20.00
500 TO 1,000..... 15.00
MORE THAN 1,000..... 8.00

12.8

SAMPLE APPLICATION FEE CALCULATIONS:

a. Ten lot residential subdivision of eleven acres comprised of two acres of wetlands and watercourses: Fee is the greater of:

i. \$100 plus 2 X \$50 equals \$200

ii. \$100 plus 10 x \$50 equals \$600

Add \$250 if the proposed activity is a "Significant Activity."

b. Residential development of a single 2.8 acre building lot comprised of 1.28 acres of wetlands and watercourses: Fee is the greater of:

1. \$100 plus 1.3 X \$50 equals \$165.00

11. \$100 plus 1 X \$50 equals \$150.00

Add \$250 if the proposed activity is a "Significant Activity."

c. Commercial development of a retail complex involving alterations and/or filling of 37,000 sq. ft. of wetlands and watercourses. The proposed activity is a "Significant Activity." The application fee is:

\$200.00 plus 2.5 X \$18.00 or \$45.00 (first 2,500 sq. ft.), plus 34.5 X \$12.00 or \$414.00 (remaining 34,500 sq. ft), plus "Significant Activity" fee of \$175.00 equals a total application fee of \$909.00

d. Petition for a map amendment involving 3,450 linear feet of wetland or watercourse boundary. The filing fee is:

5 X \$20 or \$100 (first 500 ft.), plus 10 X \$15 or \$150 (next 1000 ft.), plus 19.5 X \$8 or \$156 (last 1950 ft.) plus \$250.00 equals a total filing fee of \$656.00.

12.9

Exemption. Boards, commissions, councils and department of the City of Meriden are exempt from all fee requirements under section 2 of these regulations.

12.10 **Waiver.** The applicant may petition the Commission to waive, reduce or allow delayed payment of the fee required by Section 2 of these Regulations. Such petitions shall be in writing and shall state fully the facts and circumstances the Commission should consider in its determination under this section. The Commission may waive all or part of the application fee if the Commission determines that:

- a. The activity applied for would clearly result in a substantial public benefit to the environment or to the public health and safety and the applicant would reasonably be deterred from initiating the activity solely or primarily as a result of the amount of the application fee, or
- b. The amount of the application fee is clearly excessive in relation to the cost to the City for reviewing and processing the application.

The Commission shall state upon its record the basis for all actions under this subsection.

13.0 **BOND AND INSURANCE**

13.1 Upon approval of the application and prior to issuance of a permit, the applicant may, at the discretion of the Commission, be required to file a bond or other surety in a form approved by the Commission.

13.2 The bond or surety shall be conditioned on compliance with all provisions of these regulations and the terms, conditions and limitations established in the permit.

13.3 The Commission may require the applicant to certify that it has public liability insurance against liability which might result from the proposed operation or use of the wetlands or watercourses covering any and all damage which might occur within two (2) years of completion of such operations, in an amount to be determined by the Commission commensurate with the regulated activity.

14.0 **ENFORCEMENT**

14.1 The Commission may appoint an agent or agents to act in its behalf with the authority to inspect property, except a private residence, and issue notices of violation or cease and desist orders and carry out other actions or investigations necessary for the enforcement of these regulations.

14.2 The Commission or its agent may make regular inspections of all regulated activities for which permits have been issued under these regulations.

14.3

If the Commission or its duly authorized agent finds that any person is conducting or maintaining any activity, facility or condition which is in violation of the Act or these regulations, the Commission or its duly authorized agent may:

- a. Issue a written order by certified mail, to such person conducting such activity or maintaining such facility or condition to immediately cease such activity or to correct such facility or condition. Within ten (10) days of the issuance of such order the commission shall hold a hearing to provide the person an opportunity to be heard and show cause why the order should not remain in effect. The Commission shall consider the facts presented at the hearing and within ten days of the completion of the hearing notify the person by certified mail that the original order remains in effect, that a revised order is in effect or that the order has been withdrawn. The original order shall be effective upon issuance and shall remain in effect until the commission affirms, revises or withdraws the order. The issuance of an order pursuant to this section shall not delay or bar an action pursuant to Section 22a-44(b) of the General Statutes, as amended.
- b. Issue a notice of violation to such person conducting such activity or maintaining such facility or condition, stating the nature of the violation, the jurisdiction of the Commission, and prescribing the necessary action and steps to correct the violation including, without limitation, halting work in wetlands or watercourses, appearing at the next regularly scheduled meeting of the Commission to discuss the unauthorized activity, providing a written reply to the notice or filing a proper application for the necessary permit. Failure to carry out the action(s) directed in a notice of violation may result in issuance of the order provided in Subsection (a) of this Section or other enforcement proceedings as provided by law.

14.4

The Commission may suspend or revoke a permit if it finds that the applicant has not complied with the terms, conditions or limitations set forth in the permit or has exceeded the scope of the work as set forth in the application including application plans. Prior to revoking any permit, the Commission shall issue notice to the permittee, personally or by certified mail, return receipt requested, setting forth the facts or conduct which warrants the intended action. At the public hearing the permittee shall be given an opportunity to show that it is in compliance with its permit and any and all requirements for retention of the permit.

14.5

The permittee shall be notified of the Commission's decision to suspend, revoke, or maintain a permit by personal service or certified mail within fifteen (15) days of the date of its decision.

15.0 AMENDMENTS

- 15.1** These regulations and the Inland Wetlands and Watercourses Map for the City of Meriden may be amended, from time to time, by the Commission in accordance with changes in the Connecticut General Statutes or regulations of the State Department of Environmental Protection, or as new information regarding soils and inland wetlands and watercourses becomes available. An application filed with an inland wetlands agency which is in conformance with the applicable inland wetlands regulations as of the date of the decision of such agency with respect to such application shall not be required thereafter to comply with any change in inland wetlands regulations, (boundaries) including changes to setbacks and buffers, taking effect on or after the date of such decision. The provisions of this subsection shall not be construed to apply (1) to the establishment, amendment or change of boundaries of inland wetlands or watercourses or (2) to any change in regulations necessary to make such regulations consistent with the provisions of Chapter 440 of the General Statutes as of the date of such decision.
- 15.2** These regulations and the City of Meriden Inland Wetlands and Watercourses Map shall be amended in the manner specified in Section 22a-42a of the Connecticut General Statutes, as amended. The Commission shall provide the Commissioner of Environmental Protection with a copy of any proposed regulations and notice of the public hearing to consider any proposed regulations or amendments thereto, except determinations of boundaries, at least thirty-five days before the public hearing on their adoption.
- 15.3** Petitions requesting changes or amendments to the "Inland Wetlands and Watercourses Map, Meriden, Connecticut" shall contain at least the following information:
- a. The applicant's name, address and telephone number;
 - b. The owner's name (if not the applicant), address, telephone number, and a written consent to the proposed action set forth in the application;
 - c. Applicant's interest in the land;
 - d. The geographic location of the property involved in the petition including a description of the land in sufficient detail to allow identification of the disputed wetland or watercourse areas;
 - e. The reasons for the requested action;
 - f. The names and addresses of adjacent property owners; and

g. A site plan showing proposed development of the property.

15.4 The Inland Wetlands Commission may require the property owner to present documentation by a certified soil scientist that the land in question does not have a soil type classified by the National Cooperative soils survey as poorly drained, very poorly drained, alluvial, or flood plain. Such documentation includes a map of the land in question signed by a certified soil scientist on which the flag locations defining the boundaries of the regulated soil types are depicted, along with their appropriate numerical designations at an accuracy of an A2 survey standard established by the State of Connecticut Board or Registry for Professional Engineers and Land Surveyors.

15.5 Watercourses shall be delineated by a competent soil scientist, geologist, ecologist or other individual satisfactory to the Agency.

15.6 A public hearing shall be held on petitions to amend the Inland Wetland and Watercourses Map. Notice of the hearing shall be published in a newspaper having substantial circulation in the municipality at least twice at intervals of not less than fifteen days, and the last not less than two day, before such hearing. A copy of such proposed boundary change shall be filed in the office of the two clerk, for public inspection at least ten days before such hearing.

15.7 Within ninety (90) days after receipt of a complete petition for a change in the mapped boundaries of any wetland or watercourse, the Commission shall hold a public hearing to consider the petition. The Commission shall act upon the changes requested in such petition with sixty days after the hearing. The petitioner may consent to one or more extensions of the periods specified in this subsection for the holding of the hearing and for action on such petition, provided the total extension of any such period shall not be for longer than the original period as specified in this subsection, or may withdraw such petition. The failure of the inland wetlands agency to act within any time period specified in this subsection, or any extension thereof, shall not be deemed to constitute approval of the petition.

15.8 The Commission shall make its decision and state the reasons why the change in the Inland Wetland and Watercourses Map was made in writing.

16.0 APPEALS

16.1 Appeal on actions of the Commission shall be made in accordance with the provisions of Section 22a-43 of the General Statutes, as amended.

16.2 Notice of such appeal shall be served upon the Commission and the Commissioner of Environmental Protection.

17.0 **CONFLICT AND SEVERANCE**

17.1 If there is a conflict between the provisions of these regulations, and provision which imposes the most stringent standards for the use of wetlands and watercourses shall govern. The invalidity of any word, clause, sentence, section, part, subsection or provision of these regulations shall not affect the validity of any other part which can be given effect without such valid part or parts.

18.0 **OTHER PERMITS**

18.1 Nothing in these regulations shall obviate the requirements for the applicant to obtain any other assents, permits or licenses required by law or regulation by the City of Meriden, State of Connecticut and the Government of the United States including any approval required by the Connecticut Department of Environmental Protection and the U. S. Army Corps of Engineers. Obtaining such assents, permits or licenses is the sole responsibility of the applicant.

19.0 **EFFECTIVE DATE OF REGULATIONS**

19.1 These regulations including the Inland Wetlands and Watercourse Map and amendments thereto, shall become effective upon filing in the Office of the City Clerk and publications of a notice of such action in a newspaper having general circulation in the City of Meriden.

The City of Meriden
Docket No. 190B

Interrogatories CSC-01
Dated: 06/13/2013
Q-CSC-2
Page 1 of 1

Witness: Lawrence Kendzior

Question CSC-2:

Does the City have an Anti-Blight ordinance? If so, please provide a copy.

Response CITY-2:

Yes. Chapter 159 of the City's code is attached.

*City of Meriden, CT
Tuesday, July 2, 2013*

Chapter 159. PROPERTY MAINTENANCE

§ 159-1. Title; authority; findings; intent.

- A. This chapter is to be known as the "Anti-Blight Ordinance" and is enacted pursuant to the authority granted to the City of Meriden under Connecticut General Statutes § 7-148(c)(7)(H)(xv)
- B. It is found that there exist within the City of Meriden a number of real properties that are in blighted condition, and the continued existence of these properties contributes to the decline of neighborhoods. It is further found that the existence of such properties adversely affects the economic well-being of the City and is adverse to the health, safety and welfare of its residents. It is further found that many of the properties can be rehabilitated, reconstructed, demolished and/or reused so as to provide decent, safe and sanitary housing and commercial facilities and that such rehabilitation, reconstruction, demolition and/or reuse would eliminate, remedy and prevent the adverse conditions described above.
- C. This chapter is intended to enhance the minimum standards governing the condition and maintenance of occupied and unoccupied premises and to establish reasonable safeguards for the health, safety and welfare of the occupants and users of said premises, the community, and the general public. Further, this chapter is intended to maintain and preserve the integrity of City neighborhoods, to preserve and protect property values, and to control visual blight.
- D. To encourage voluntary compliance with the objective of this chapter, no citations will be issued for anti-blight violations for a period of six months after adoption of this chapter.
- E. The intent of this chapter is to provide additional leverage to code enforcement personnel in an effort to bring properties into compliance, especially those properties where violations are repeatedly found and compliance could not be obtained through other code enforcement efforts. Those who are responsible for the blighted conditions of properties and who have failed to comply with other codes or orders will be subject to the strict enforcement of this chapter.

§ 159-2. Creation or maintenance of blighted premises prohibited.

No owner, agent, tenant, firm, corporation, or person in control of real property, taxable or tax exempt, located in the City of Meriden shall create, allow, maintain or cause to be maintained, continue, or suffer to exist a blighted premises.

§ 159-3. Definitions.

For the purposes of this chapter, the following words, terms and phrases shall have the following meanings, unless the context clearly indicates otherwise:

BLIGHT

Any building or structure or any parcel of land in which at least one of the following conditions exists shall be considered blighted:

- A. It is becoming dilapidated as defined herein.
- B. It is not being maintained as defined herein.
- C. It is a fire hazard as determined by the Fire Marshal or documented by the Fire Department or the Building Department.
- D. It is unsanitary as determined by report of the Department of Health that existing conditions constitute a life-threatening hazard or a hazard that puts at risk the health or safety of the citizens of the City.
- E. It is a factor creating a substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the neighborhood.
- F. It is a substantial factor causing serious depreciation of the property values in the neighborhood.
- G. There exist at the property conditions promoting rodent harborage and/or infestation.
- H. There exist at the property overgrown shrubs, brush or weeds.
- I. Parking lots/areas are left in a state of disrepair or abandonment and/or are used to store abandoned or unregistered vehicles.
- J. Chimneys and similar appurtenances are in a state of disrepair.
- K. Overhanging extensions, including but not limited to canopies, marquees, signs, awnings, stairways, fire escapes, standpipes, and exhaust ducts, contain rust or other decay.
- L. It is a factor creating the cancellation of insurance on proximate properties.
- M. Graffiti exists at the premises.
- N. Garbage on the property is not stored in standard containers and/or is scattered throughout the yard.
- O. The property contains dead, decayed, diseased or damaged trees that constitute a hazard or danger or are objectionable to adjacent premises or the occupants thereof or to public property or persons lawfully therein.
- P. Noxious plants such as poison ivy, poison sumac, poison oak, or ragweed are allowed to grow unchecked on the property.
- Q. There exists on the property stagnant or unsanitary water in which mosquitoes may breed; garbage, sewage, excrement, manure or other foul, decayed, putrid, unwholesome, deleterious or offensive thing or substance; animal carcasses or parts thereof; or trash, rubbish, rubble, tires, brush, used materials or discarded items of little or no value.

R. Refuse or filth is discharged from the property into a stream, well, spring, brook, ditch, pond, river, or other inland waters within the City, or such substances are placed on the property in such position that high water or natural seepage will carry the same into such waters.

BUILDING OFFICIAL

The building official as defined in Connecticut General Statutes § 29-260.

CITATION

A written statement of the relevant conditions and facts giving rise to the specified violation, including a reference to the specific section of the ordinance which has been violated and the amount prescribed as a fine for the violation(s).

DEBRIS

Material which is incapable of immediately performing the function for which it was designed, including but not limited to abandoned, discarded, or unused objects; junk or collections of equipment such as automobiles, boats and recreation vehicles which are missing parts, not complete in appearance and in an obvious state of disrepair; and parts of automobiles, furniture, appliances, cans, boxes, scrap metal, tires, batteries, containers, and garbage.

DECAY

A wasting or wearing away; a gradual decline in strength, soundness or quality; to become decomposed or rotten.

DILAPIDATED

A building is considered dilapidated if any of the following conditions exist:

- A. The structure is unable to provide shelter or to serve the purpose for which it was constructed due to poor conditions.
- B. Any walls, supports, floors or foundations appear to be poorly maintained or in disrepair to the extent that presents a safety concern.
- C. Damage exists from fire, wind, or other causes so that the building is unsightly and no longer provides shelter from the elements and has become dangerous to the life, safety, or general health and welfare of the occupants or the residents of the City.
- D. There are missing, broken, or improperly boarded windows or doors.
- E. Stairs, porches, railings, handrails, and/or basement hatchways are unsafe or unsightly.
- F. Conditions exist that are likely to cause sickness or disease or injury to the health, safety or general welfare of the persons living therein or of the people at large.

EXEMPT PROPERTY

Land dedicated as public or semipublic open space, land preserved in its natural state through conservation easements, or areas designated as inland wetlands and watercourses shall be exempted from this chapter. Properties acquired by the City of Meriden through foreclosure, etc., shall be exempted from this chapter for a period of nine months post acquisition.

LITTER

Any discarded, used, or unconsumed substance or waste material, whether made of aluminum, glass, plastic, rubber, paper, or other natural or synthetic material, or any combination thereof, including but not limited to any bottle, jar, or can or any top, cap or detachable tab of any bottle, jar, or can; any unlighted cigarette, cigar, match or any flaming or glowing material; or any garbage, trash, refuse, debris, rubbish, grass clippings or other lawn or garden waste, newspaper, magazine, glass, metal, plastic, or paper containers or other packaging or construction material, which has not been deposited in a receptacle.

NEIGHBORHOOD

An area of the City comprised of premises or parcels of land any part of which is within a contiguous radius of 1,000 feet of any other parcel within the City of Meriden.

NOT BEING MAINTAINED

A structure is not being maintained if any of the following conditions apply:

- A. Siding, roofing, or gutters are damaged, missing, or show signs of disrepair.
- B. Windows or doors are missing or improperly boarded over.
- C. Garbage, trash, litter, rubbish, or debris are situated on the premises.
- D. Abandoned, wrecked, or junked motor vehicles are stored on the premises.
- E. Lawns, landscaping, or driveways are deteriorating or unkempt.
- F. Trees, shrubs, hedges, grass or plants block or interfere with any road sign or obstruct any walkway, driveway, or street.

PARCEL

A unit of land.

PREMISES

Any parcel of land or plot of land, either occupied or unoccupied by any dwelling or nondwelling structure, and includes any such building, accessory structure or other structure thereon, or any part thereof. The term "premises," where the context requires, shall be deemed to include any buildings, dwellings, parcels of land or structures contained within the scope of this chapter.

PUBLIC VIEW

Visible from any public right-of-way or neighboring property.

RUBBISH

Any nonputrescible waste materials, except ashes, including but not limited to paper, cardboard, tin cans, wood, glass, bedding, furniture, crockery, appliances, junk automobiles, demolition material, tree limbs, and industrial wastes.

STRUCTURE

Any building, dwelling, fence, swimming pool, or similarly constructed object.

UNIT

Any space within a building that is or can be rented by or to a single person or entity for his or its sole use and is intended to be a single and distinct space.

VACANT PARCEL

A parcel of land with no structure(s) thereon.

§ 159-4. Responsibility for enforcement.

The Director of Development and Enforcement and his/her designee shall be responsible for enforcement of this chapter. The Director of Health and Human Services and the City Manager or his designee shall assist, in an advisory capacity, with the administration of this chapter.

§ 159-5. Violations.

- A. Any individual, civic organization, or appropriate municipal agency affected by the action or inaction of anyone responsible for the maintenance of property under this chapter may file, in writing, a complaint of violation of any section of this chapter with the Department of Development and Enforcement.
- B. Violations observed during inspections by City employees, housing inspectors, health inspectors, police officers, firefighters, welfare workers, or building inspectors shall be reported to the Department of Development and Enforcement.
- C. All properties/premises that have active blight citations per this chapter shall be noted on a "Blight List." Said list shall include the property address, the violation, and the name of the person responsible for the property. This list is to be considered public information and may be viewed by any citizen, copied, or published. Upon correction of the violation, the property shall be removed from the list.

§ 159-6. Penalties for offenses.

Violations of the provisions of this chapter shall be punishable by a fine of \$100 for each day a violation exists and continues.

§ 159-7. Citation; lien on property.

- A. The provisions of this chapter may be enforced by citation, in addition to other remedies, in accordance with § 7-152c of the Connecticut General Statutes. City of Meriden code enforcement officials shall have authority to issue citations.
- B. Unpaid fine to constitute lien. Any unpaid fine imposed pursuant to the foregoing anti-blight citation hearing procedure shall constitute a lien upon the real property against which the fine was imposed from the date of such fine in accordance with § 7-148aa of the Connecticut General Statutes. Said lien shall be continued, recorded, released and enforced as provided for in § 7-148aa of said statutes.

Witness: Lawrence Kendzior

Question CSC-3:

Does the City conduct annual fire safety inspections or other inspections of the site property? If so, please provide copies of any documentation or reports relative to fire safety or other inspections conducted on the site property.

Response CITY-3:

No. The City does not conduct fire safety inspections of the Project because the City interprets the state fire code as exempting electric generation facilities. As a result, the City does not conduct any other annual or regular inspections of the site property.

City's Planning and Engineering Staff visited the site property in 2008 and 2012 to determine if MGT had completed the bonded site improvements required by the City's Planning and Zoning Commission site plan and subdivision approvals. **Exhibits CITY-4** and **CITY-5** contain the reports prepared by the City staff based on these visits. In addition, an email from 2012 (**Exhibit CITY-6**) confirms that the work identified in the 2008 memoranda remained incomplete.

Witness: Lawrence Kendzior

Question CSC-4:

Has the enforcement authority for the City of Meriden issued any citations, including but not limited to, property maintenance and safety violations, to MGT in accordance with C.G.S. §7-152c? If so, please provide copies of any documentation or reports relative to any citations on the site property.

Response CITY-4:

No. The City has not issued any citations to MGT.

Witness: Lawrence Kendzior

Question CSC-5:

During construction, did the City Inland Wetlands and Watercourses Commission receive weekly progress reports from the Certificate Holder or the Certificate Holder's predecessor in interest?

Response CITY-5:

No.

Witness: Patrick A. Lemp

Question CSC-6:

Please submit a copy of the real estate appraisal of the site property prepared for the City of Meriden that is referenced in the June 4, 2013 public hearing transcript at pages 20-24.

Response CITY-6:

A copy of the Summary Appraisal Report dated October 2, 2012, prepared by Patrick A. Lemp of Italia & Lemp, Inc. is attached.

**600 SOUTH MOUNTAIN DRIVE
MERIDEN, CONNECTICUT 06451**

CLIENT:

Ms. Deborah Moore
City of Meriden Attorney
142 East Main Street
Meriden, CT 06450

DATE OF VALUATION:

October 1, 2012

DATE OF REPORT:

October 2, 2012

PREPARED BY:

Italia & Lemp, Inc.
Six Central Row, 3rd Floor
Hartford, Connecticut 06103-2701



REAL ESTATE APPRAISERS & CONSULTANTS

Six Central Row ■ Third Floor ■ Hartford, CT 06103-2701 ■ Tel. (860) 246-4606 ■ Fax (860) 246-4252
17 High Street ■ Suite 214 ■ Norwalk, CT 06851

CHRISTOPHER A. ITALIA, MAI

PATRICK A. LEMP, MAI

October 2, 2012

Ms. Deborah Moore
The City of Meriden Attorney
142 East Main Street
Meriden, CT 06451

RE: 600 South Mountain Drive, Meriden, Connecticut 06451

Dear Ms. Moore:

At the request of the City of Meriden, the above-referenced property has been examined for the purpose of estimating market value and determining the highest and best use. The results of the appraisal process are communicated within a Summary Appraisal Report. This report is being prepared to determine the highest and best use and land value of the subject property for the City of Meriden. A copy of the engagement letter, dated July 16, 2012, is included in the Addenda to this report as Exhibit A.

The property being appraised consists of 36.68 acres located in the Planned Development District (PDD) zoning district. The subject site is located at a high elevation with extreme slope along its perimeter; however, at least half of the 36.68 acres is fairly level. The winding access road is partially paved with storm sewers and connects to Chamberlain Highway (CT Route 71). The road allows for fair accessibility to the subject site despite numerous turns and changes in elevation.

For this assignment, the appraiser will consider the highest and best use for the subject site as though vacant. As of the date of this report, a power plant that is partially completed exists on the subject site. The appraiser will add a critical assumption that the existing power plant improvements will not be considered the highest and best use for the subject site. To assist in determining the highest and best use, the appraiser has spoken with the city planner and engineering department in the City of Meriden. An explanation of the appraiser's opinion for the course of development for the subject will be projected within the highest and best use section of this report.

The accompanying report describes the property, scope of work, approaches to valuation and the conclusions derived by the application of the approaches. The value opinion reported is qualified by the Assumptions and Limiting Conditions, Certifications, and Definitions, which are included in the report. A thorough review of this appraisal report should be made to fully understand the criteria and basis for the final value estimate.

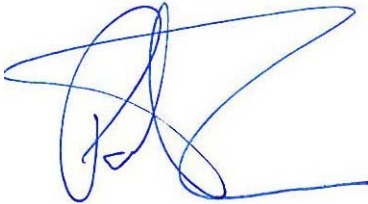
The market value herein is estimated without consideration of any outstanding mortgages or other liens against the subject. Based upon an investigation and analysis of the information gathered with respect to this assignment, reflecting market conditions as of October 1, 2012, the subject property is estimated to have a market value of:

TWO MILLION NINE HUNDRED THIRTY-FIVE THOUSAND DOLLARS
\$2,935,000

This letter must remain attached to the report in order for the value opinion set forth to be considered valid.

Respectfully submitted,

Italia and Lemp, Inc.



By: Patrick A. Lemp, MAI
Certified General Real Estate Appraiser License Number RCG.0000367



By: Peter G. Marsele
Provisional Real Estate Appraiser License Number RSP.0001897

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EXECUTIVE SUMMARY

Property Type	Vacant land under the PDD zone
Location	600 South Mountain Drive, Meriden, Connecticut 06451
Reporting Format	Summary Appraisal Report
Owner of Record	Meriden Gas Turbines LLC
Date of Value Estimate	October 1, 2012
Date of Report	October 2, 2012
Property Rights Appraised	Fee simple estate
Purpose of Appraisal	The purpose of this appraisal is to estimate the as-is market value under the assumption that the site is unimproved and not used in a power generating capacity.
Use/User of Report	To assist the City of Meriden in evaluating the highest and best use of vacant land under the PDD zone./ City of Meriden
Land Area	Approximately 36.68 acres, or 1,597,780 square feet
Zone	Planned Development District (PDD)
Highest and Best Use	Future development of multifamily residential
Estimated Marketing Time	Market value conclusions recognize the characteristics of the subject real estate and consider the current economic environment and its effect on real property. A marketing period of six months to one year is considered reasonable in which to induce the sale of the subject property at the value estimated within this report.

VALUES INDICATED:

Cost Approach	Not applicable
Sales Comparison Approach	\$2,935,000
Income Capitalization Approach.....	Not applicable
FINAL ESTIMATE OF VALUE	\$2,935,000

PHOTOGRAPHS OF THE SUBJECT PROPERTY



View from subject site



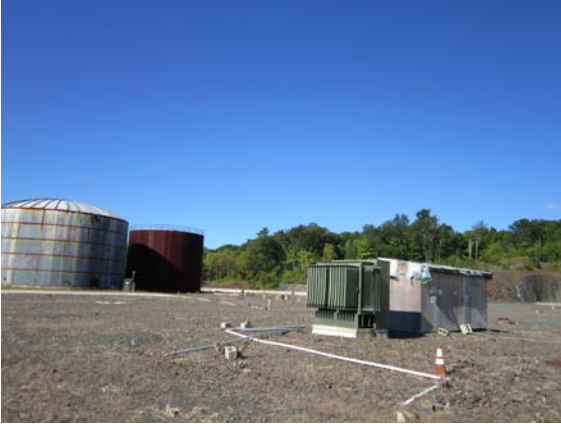
View from subject site



Subject site with existing structure



Perimeter for subject site



Level area of subject site



Access road to subject

PHOTOGRAPHS OF THE SUBJECT PROPERTY



Aerial Photograph of Subject Property

IDENTIFICATION OF THE PROPERTY BEING APPRAISED

Location	600 South Mountain Drive, Meriden, Connecticut 06451
Owner of Record	Meriden Gas Turbines LLC
Property Type	Vacant land under the PDD zone
Tax Assessor Reference	Map 521, block 249, lot 33; Assessor card contained in Exhibit C

SALES HISTORY/LEGAL DESCRIPTION

The subject property was conveyed on January 10, 2001 from Thomas P. Cadden, Trustee to Meriden Gas Turbines LLC. This warranty deed is recorded in Volume 2644, commencing on page 100 of the City of Meriden land records. The purchase price was \$3,696,000.

The subject property is not under contract for sale or offered for sale at this time. A photocopy of the legal description is included within the Addenda as Exhibit B.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to determine the highest best use of the vacant land under the PDD zone and estimate the as-is market value.

INTENDED USE/USER OF THE REPORT

This report is to be used by the City of Meriden as an estimate of the as-is market value under the assumption the site is unimproved and not able to be used in a power generating capacity.

DATE OF VALUE ESTIMATE

The effective date of this valuation is October 1, 2012, the date of the most recent physical inspection of the property.

COMPETENCY

The appraiser has the knowledge and experience necessary to complete this appraisal assignment competently. The Qualifications section of this report outlines the educational and professional background and licensing/certification status of the appraiser.

PROPERTY RIGHTS APPRAISED

The property interest being appraised is the fee simple estate.

SCOPE OF WORK

The development of the value estimate and the reporting of the assignment results are performed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The following is a summary of the scope of work undertaken in performing this appraisal assignment:

- An interior and exterior inspection of the property was conducted on October 1, 2012 by the undersigned appraisers. The inspection included a walk around the grounds of the subject site.
- The subject market area was reviewed to analyze regional and neighborhood trends and their effect on value. Data sources, including demographic statistics, municipal zoning files, site and building data, the land records of comparable sales and other sources of public information were reviewed and used in estimating property value.
- The appraiser considered and developed all appropriate valuation methods in this appraisal process. This includes the development of the Sales Comparison Approach to value.
- The appraiser, in agreement with the client, has not developed either the Cost or Income Capitalization approaches to value. The Cost Approach is not relevant in the valuation of a property such as the subject and is more relevant in the appraisal of new or newly constructed properties.

Sales Comparison Approach

- The market area has been researched for sales of improved properties that can be considered comparable to the subject. This includes the development of sales that exhibit similar physical and economic characteristics as the subject.
- The land sale data has been analyzed and adjusted in order to derive the market value of the unimproved property.
- In deriving a final indication of market value as of the date of this appraisal, the data collected in developing the applicable approaches were reviewed for accuracy and reasonableness. Greater emphasis is placed upon the approach that is deemed to be the most reliable.
- Additional information relating to the identification of the subject, property interest appraised, use/user of the appraisal and other pertinent information is included throughout this document.
- The reporting of the assignment results is included in this Summary Appraisal Report. This reporting option is intended to comply with the requirements set forth under Standards Rule 2-2(b) of USPAP.

CRITICAL ASSUMPTIONS

The value estimate in this report is subject to the following critical disclosures in addition to the standard Assumptions and Limiting Conditions located at the end of this report.

USE OF LAND

The client has asked the appraiser to make the critical assumption that the existing partially completed power plant improvements assumed to not exist and that the highest and best use of the land not be used in a power generating capacity. The appraiser will value the subject property as a vacant lot of land under the PDD zone.

STANDARDS

This appraisal report has been prepared in accordance with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), the Uniform Standards of Professional Appraisal Practice (USPAP), additional standards applicable to federally related transactions, and any additional standards and conditions required for appraisals as may be required by the client.

PERSONAL PROPERTY/EQUIPMENT

Personal property/equipment will not be valued within this appraisal report.

HAZARDOUS SUBSTANCES

An environmental assessment was not made available for review. This appraisal is predicated on the assumption that hazardous substances do not exist at the subject property. The appraiser, however, is not qualified to detect such substances, including the existence of urea-formaldehyde insulation, radon gas, foam and asbestos insulation, lead paint, or other potentially hazardous materials that may have an effect on the value of the property. Additionally, no soil survey has been furnished, and it is assumed that no surface or subsurface contaminants are present. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

DEFINITIONS

MARKET VALUE -- As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

DEFINITIONS

- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Federal Register Vol. 75, No. 237, Page 77472, dated December 10, 2010
Interagency Appraisal and Evaluation Guidelines

Agencies included:

Office of the Comptroller of the Currency, Treasury (OCC);

Board of Governors of the Federal Reserve System (FRB);

Federal Deposit Insurance Corporation (FDIC);

Office of Thrift Supervision, Treasury (OTS);

National Credit Union Administration (NCUA)

MOST PROBABLE SELLING PRICE* -- The price at which a property would most probably sell if exposed on the market for a reasonable time under the market conditions prevailing on the date of the appraisal.

ESTIMATED EXPOSURE TIME -- Market value conclusions within the report recognize the characteristics of the subject real estate and consider the current economic environment and its effect on real property. Based upon interviews with market participants and market information obtained for properties considered similar to the subject, it is the appraiser's opinion that an exposure period of **six months to one year** is considered reasonable for time on the market prior to the sale of the subject property at the value estimated within this report.

DIRECT CAPITALIZATION* -- 1) A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the income estimate by an appropriate rate or by multiplying the income estimate by an appropriate factor. 2) A capitalization technique that employs capitalization rates and multipliers extracted from sales. Only the first year's income is considered. Yield and value change are implied, but not identified.

FEE SIMPLE ESTATE* -- Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

LEASED FEE INTEREST* -- An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

DEFINITIONS

SUMMARY APPRAISAL REPORT *

1. A written report prepared under Standards Rule 2-2(b) or 8-2(b). (USPAP, 2002 ed.)
2. A summary appraisal report contains a summary of all information significant to the solution of the appraisal problem. The essential difference between a self-contained appraisal report and a summary appraisal report is the level of detail of presentation.

Appraiser Note: This report contains summary discussions of the data, reasoning, and analyses that were used to develop the opinion of value. It also includes summary descriptions of the subject property, the property's locale, the market for the property type, and the appraiser's opinion of highest and best use. Any data, reasoning, and analyses not discussed in the Summary Appraisal Report are retained in the appraiser's work file.

* Source: The Dictionary of Real Estate Appraisal, Fourth Edition, 2002 Appraisal Institute

MARKET AREA



Municipal Overview

Meriden, Connecticut is located in New Haven County, approximately 16 miles south of the capital City of Hartford, 18 miles north of New Haven and 14 miles east of Waterbury. Meriden is comprised of 23.7 square miles. It is bordered by Middlefield and Middletown to the east, Wallingford to the south, Cheshire to the west and Southington and Berlin to the north.

MARKET AREA

Transportation Systems

Transportation to and within Meriden is considered good. The location of Meriden at the center of the Connecticut highway transportation network provides residents with convenient access to the major employment centers located within greater Hartford and New Haven. The interstate transportation systems that converge within the city include Interstates 691 and 91, in addition to Connecticut Route 15 (Wilbur Cross Parkway). The city is served by Amtrak passenger rail service and interstate bus service. Additional access is available through US Route 5 (which connects with CT Route 15 in the northern portion of the city), CT Route 71 (running in a north-south direction through the center of Meriden) and CT Route 70 (running through the southwest corner of the city).

Population

Information provided by the Connecticut Economic Resource Center (CERC) indicates a 2000 population for Meriden of 58,244 people. This represents a 2.1% decrease over the 1990 population. This population decrease is inferior to the population increase for New Haven County (2.5%) and the State of Connecticut (3.6%) during the same decade (1990-2000). CERC estimates a 2011 population of 62,280 persons for the City of Meriden, which represents an increase over the 2000 Census figure of 4.7%. CERC projects that the 2016 population within the city will be 66,746 persons, which indicates an annual growth rate of 1.4% over the next five years. This growth rate is superior to those for New Haven County (0.8%) and the State of Connecticut (0.8%).

Demographic data published by Claritas, Inc. has been reviewed and includes statistics based on a 1-mile, 3-mile, and 5-mile radius of the subject.

Population figures are illustrated on the following chart and indicate that the immediate subject neighborhood is stable with minimal growth anticipated over the next five years.

	<i>Population</i>					
	One-Mile	% Change	Three-Mile	% Change	Five-Mile	% Change
2017 Projection	3,126	1.49%	55,314	1.15%	108,994	1.71%
2012 Estimate	3,080	4.27%	54,687	6.07%	107,164	6.68%
2000 Census	2,954	2.36%	51,558	-1.82%	100,453	1.87%
1990 Census	2,886		52,516		98,606	

Similar to the CERC population projections for Meriden as a whole, Claritas, Inc. estimates that the populations within all three radii are anticipated to increase by more than 1.0%. This level of estimated growth indicates that Meriden is close to equilibrium and the population will remain stable.

Employment

As of July 2012, Meriden had a labor force of 33,227 persons and an unemployment rate of 10.8%. In comparison, Meriden is inferior to the New Haven Labor Market Area (9.7%) and to the State of Connecticut (9.3%) during the same time period. Meriden contains a mix of urban and suburban areas and demonstrates a higher unemployment rate when compared to the surrounding municipalities of Berlin (8%), Middletown (8.9%), Middlefield (7.8%), Wallingford (8.2%), Cheshire (7.5%) and Southington (7.4%).

Major employers include but are not limited to, SBC/SNET, Hunters Ambulance, MidState Medical Center, TI Automotive and Cuno, Inc.

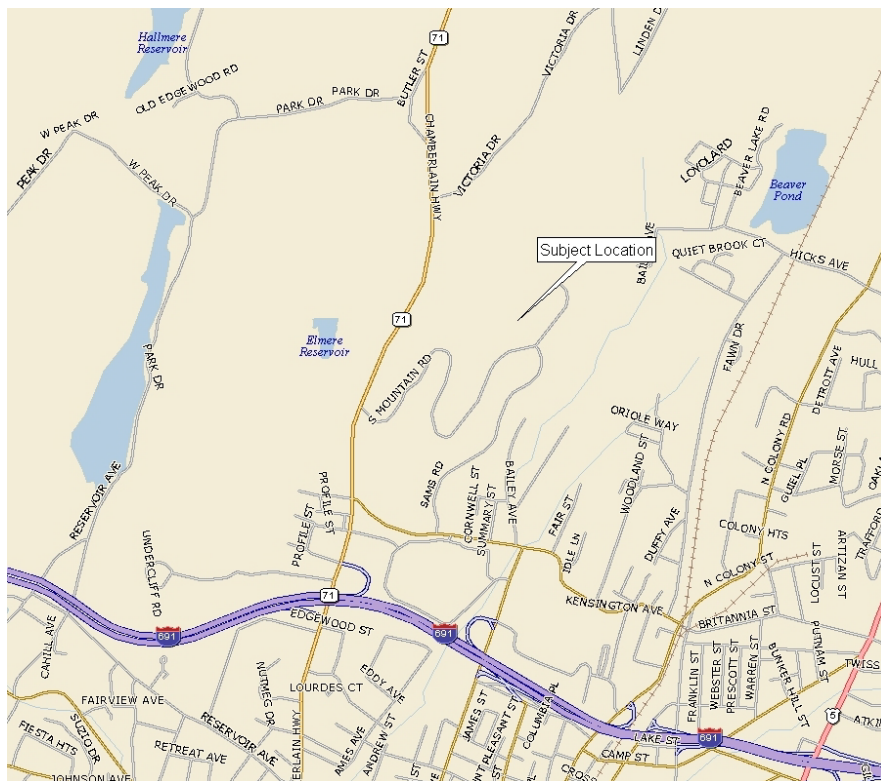
MARKET AREA

Income Statistics

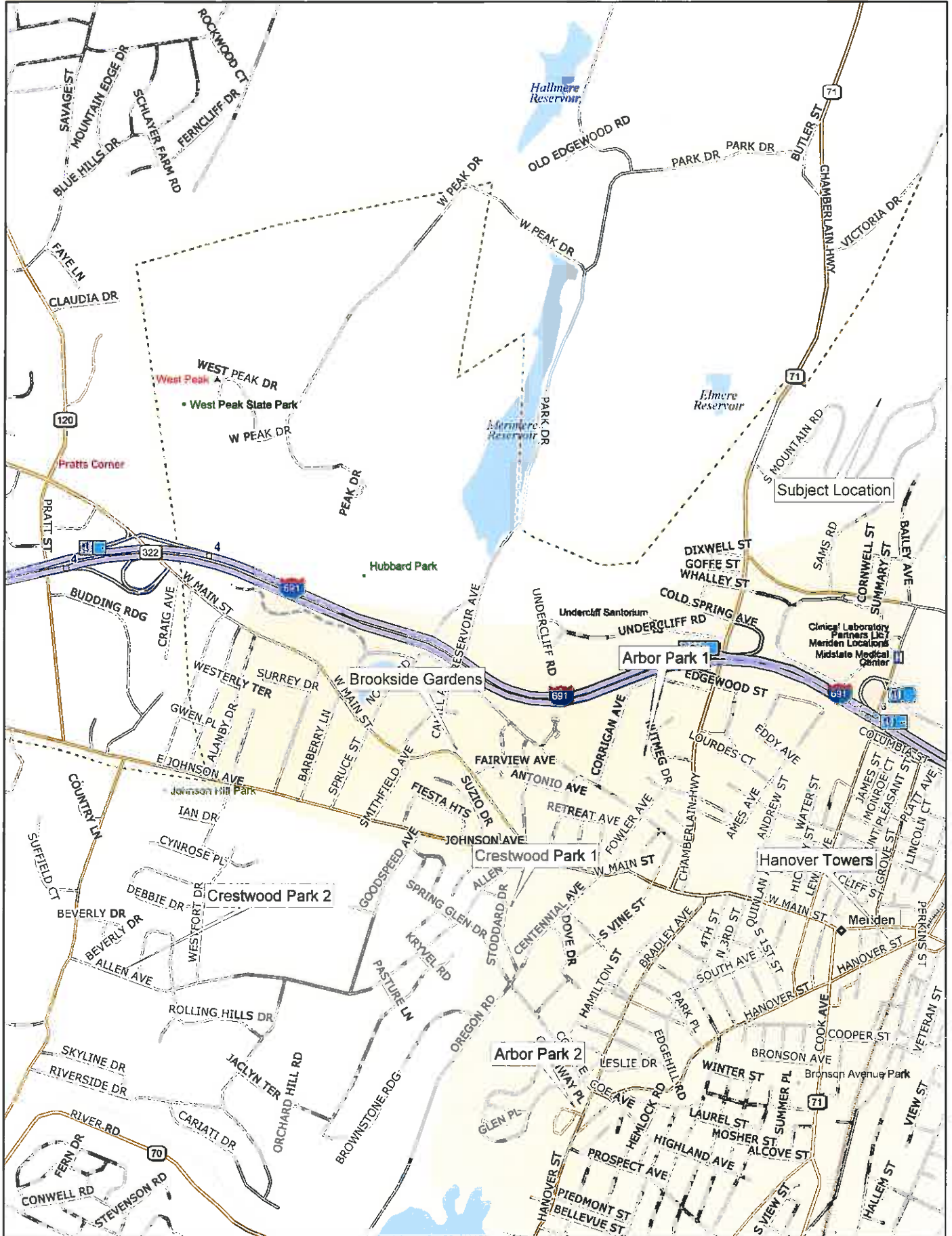
CERC reports that the average 2012 household income within the City of Meriden is \$56,596. This figure is inferior to the figures for New Haven County (\$63,310) and the State of Connecticut (\$70,705). Income levels, including average household incomes, median household incomes and per capita incomes, have been reviewed through Claritas, Inc. The following provides income information based on a 1-, 3- and 5-mile radius of the subject.

<i>Income Statistics - 2012</i>			
	One-Mile	Three-Mile	Five-Mile
Average Household Income:	\$51,763	\$51,808	\$61,274
Median Household Income:	\$44,511	\$43,159	\$51,538
Per Capita Income:	\$18,660	\$20,606	\$23,739

The chart above shows that the average household incomes within all three radii are below the United States as a whole, which includes a figure of \$67,529. Similarly, the per capita incomes within all three radii are also superior to the national figure of \$25,728. This information is in contrast to that provided by CERC and is most likely due to the fact that the subject is geographically located in the southeast corner of the City of Meriden.



The subject site is fairly isolated from neighboring properties due to its winding driveway access. The subject abuts over 200 acres of undeveloped land and is located at the top of a mountain which limits neighboring development. In the neighborhood off of CT Route 71 are numerous apartment buildings, a regional shopping mall and a hospital. The subject site is also located within close proximity to the town of Berlin town line. On the following page is a map locating existing apartment buildings within the subject’s neighborhood.



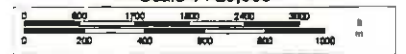
Data use subject to license.

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www.delorme.com



Scale 1 : 25,000



1" = 2,083.3 ft

Data Zoom 13-0

ASSESSMENT AND TAX DATA

All towns and cities within the State of Connecticut require property owners to pay ad valorem taxes each year based upon the value of real estate, motor vehicles, and personal property. Property owners within a community are required to pay taxes as of the ownership of property on October 1 of the prior year. Meriden underwent revaluation as of the October 1, 2011 Grand List.

The subject property is currently exempt from real estate property taxes as a utility company. For informational purposes below is the current assessment for the subject property.

Map/Block/Lot	521/249/33
Land	\$17,772,860
Outbuildings	\$70,000,000
Buildings	<u>\$10,978,100</u>
Gross Assessment	\$98,750,960
Fair Market Value	\$141,072,800

A copy of the current tax bill can be found in the Addenda Exhibit C. The tax bill shows no property tax liability to validate the current exception.

SITE DESCRIPTION

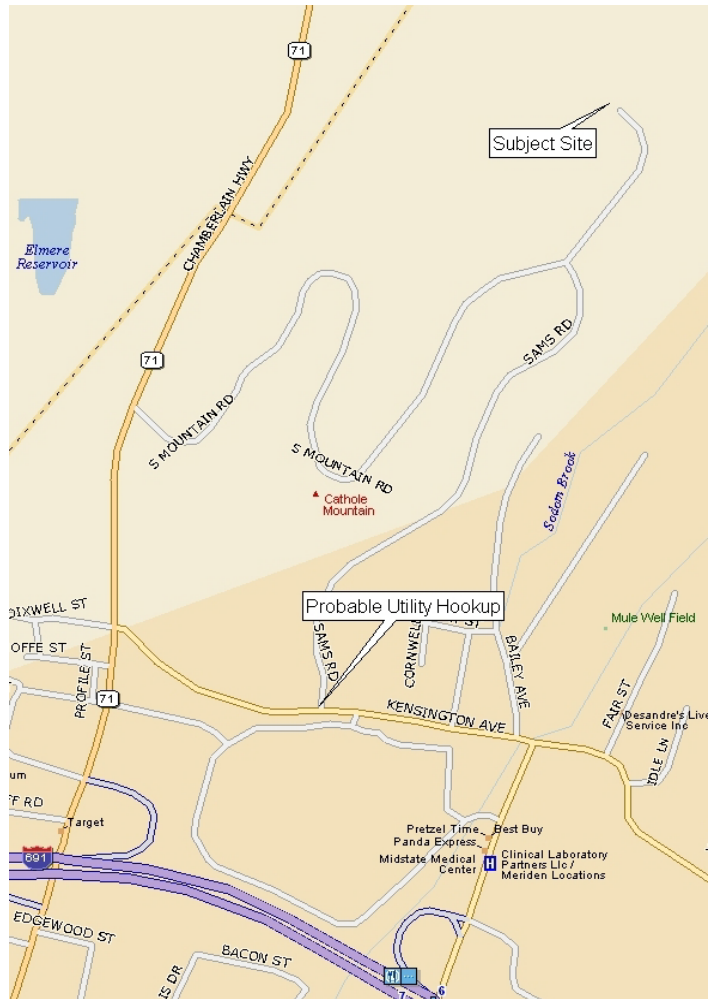
Reference	Tax Assessor Map 521, Block 249, lot 33
Land Area	Approximately 1,597,780 square feet of land, or 36.68 acres. A copy of a site plan can be found in the Addenda Exhibit D.
Frontage	118.23' of continuous frontage along South Mountain Drive
Topography/Shape	Mostly level with extreme slope around the perimeter of the site / Irregular. A topography map is included in the Addenda Exhibit E.
Access	Off of Chamberlain Highway (CT Route 71) via South Mountain Drive
Parking	The subject site does not have striped or paved areas except for the access road portion of the lot.
Easements/Restrictions	No atypical easements have been noted in the land records. However, this office is not a title-searching firm, and a more detailed review should be made if the client desires.
Inland Wetlands/ Watercourses	A review of the official wetlands and watercourses map indicates that the subject is impacted by wetlands. Approximately 10% of the subject site is impacted by wetlands. The wetland areas are spotted throughout the site. A copy of a wetlands map can be found in the Addenda Exhibit F.

SITE DESCRIPTION

Flood Zone Federal Emergency Management Agency Flood Hazards Map
Community panel: 0081
Effective date: December 17, 2010
Zone X; flood hazard map can be found in the Addenda Exhibit G.

Utilities The subject site is not currently connected to any public utilities. The appraiser has spoken with Mr. Brett Dorman and Mr. Paul Kopek in the Meriden Engineering Department to discuss possible connection points of public utilities for the subject property. The intersection of Kensington Avenue and Sams Road has sanitary sewer and public water available at this location. It is the appraiser's opinion that this location is the closest in proximity to the subject site for connection to public utilities. The distance of the intersection and the subject site is approximately three-quarter mile. The sewer and main water line at this location does run up Sams Road towards the subject site. However, it has been brought to the appraisers' attention that Sams Road is a private road and may not be accessible for public utilities. As a result, the appraiser feels the intersection of Kensington Avenue and Sams Road appears to be the most feasible connection for public utilities. The map on the following page displays the location of probable utility hookup in comparison to the subject site.

SITE DESCRIPTION



Zoning

The subject is cited in the PDD zoning district. Below are the permitted uses by right according to the City of Meriden zoning regulations;

- (a) Single-family dwellings.
- (b) Two-family and/or multifamily structures
- (c) Manufacturing, production, fabrication and warehouse.
- (d) Research and development facilities
- (e) Office, banks, institutional, public and municipal buildings, schools, including facilities to house data processing equipment, recreational (including equestrian center for general public) and/or health club.
- (f) Retail-commercial uses are permitted and shall be designed and intended for the use of the residents of the planned development district, and the burden shall be on the owner to show that such areas will primarily serve persons residing in the planned development district. The total space allocated to retail-commercial establishments shall not exceed 10% of total residential building floor area, and the total area of retail-

SITE DESCRIPTION

commercial establishments and their required parking areas shall not collectively occupy more than 10% of the total ground area of the plan development district. No building designed or intended to be used in part or in whole for retail-commercial purposes shall be constructed prior to the completion of not less than 30% of the dwelling units in plan; however, the Planning Commission, at its discretion, upon completion of 200 dwelling units, may permit retail-commercial development. Retail-commercial development uses may be permitted within the development but shall be limited to the following types of shops and stores: bakery, barber, beauty, drug, food, gift, ice cream, or sandwich shop, launderette, laundry or dry cleaning (pickup only), restaurant with liquor license, liquor store or gas sales with service center and limited repair (no auto body or general repair). No shop or store shall contain more than 2,000 square feet of sales area.

- (g) Congregate living center to be defined as a convalescent home, as defined in this chapter, combined with elderly housing to provide a comfortable environment for elderly living and care. Each convalescent house shall be located on one acre of land for each thirty-bed unit. The density of the elderly residential segment shall be per 213-39D(2) in the City of Meriden zoning regulations.
- (h) Hotel
- (i) Riding academies and stables for rental to general public, subject to provisions of 213-16B(2)(c) in the City of Meriden zoning regulations.
- (j) Public and private utility substations.
- (k) Places of worship and public assembly.
- (l) Home occupations, as per 213-18B(2)(e) in the City of Meriden zoning regulations.
- (m) Commercial clubs
- (n) Child-care provider – Class 2.
- (o) Electric-generation facilities.
 - a. Electric-generation facilities are defined as follows: Any bulk-electric-generating unit and its ancillary buildings and structures. Such ancillary buildings and structures shall be deemed to include, but not limited to, cooling towers, water and fuel storage facilities, stacks, and gas and electric transmission lines and towers, provided that such electric-generation facilities shall meet the following conditions:
 - b. Such facilities shall be located on a lot having a minimum area of 20 acres.
 - c. No building shall be in excess of 120 feet in height. This height limitation and any limits specified in 213-49A shall not apply to ancillary buildings and structures which may be up to 200 feet in height, provided that the plan for such ancillary buildings and structures shall be submitted to the Planning Commission prior to installation. Upon its review

SITE DESCRIPTION

- of such plan, the Planning Commission may recommend reasonable conditions to minimize any adverse impacts.
- d. Such facilities shall meet all regulations of the Department of Environmental Protection for such facilities.
- e. Such facilities shall comply with the performance standards set forth in 213-54 in the City of Meriden zoning regulations for the industrial districts.
- f. Such facilities shall comply with the width, coverage and minimum yard requirements set forth in 213-39D(2)(b) in the City of Meriden zoning regulations for nonresidential uses.
- g. Such facilities shall comply with the off-street parking requirements specified in 213-55, except that the minimum parking spaces required for such facilities shall be one parking space for each three total employees or 500 square feet of gross building area, whichever is less.

[2] The following provisions shall apply to electric-generation facilities in the PDD and supersede all sections of this chapter of the City of Meriden where they may conflict:

- a. More than one main principal building shall be permitted on one lot.
- b. Outdoor storage or parking of construction trailers shall be permitted.
- c. The supplementary lot, yard, height and building regulations specified in 213-48 shall not apply.

(p) Child-car provider – Class 3, subject to the requirements of 213-19B(2)(j) of the City of Meriden zoning regulations.

Below are the current yard and bulk requirements under PDD zoning, specific to multifamily use.

<i>Lot and Bulk Requirements</i>	
Minimum Lot Area (square feet)	871,200
Area per Unit (square feet)	1,500
Width (feet)	50
Maximum Coverage	40%
Front Yard (feet)	15
Side Yard (feet)	6
Rear Yard (feet)	15
Minimum Open Space of total lot	50%
Maximum Height (feet)	120

SITE DESCRIPTION

In addition, under the PDD zone, there is a subsection in the zoning regulations stating “Ridgeline Protection Zone.” Any development in the PDD zone must accommodate additional development requirements set forth by the Ridgeline Protection Zone. The following information displays certain setback, definitions, and development restrictions under the Ridgeline Protection Zone.

Basalt (TrapRock) Ridgeline – The line on a traprock ridge created by all points at the top of a fifty-percent slope (two horizontal for each vertical unit of distance) along Beseck Mountain, Lamentation, Cathole, South Mountains, East/West Peaks, (not Chauncey Peak), which is maintained for a distance of 50 horizontal feet perpendicular to the slope and which consists of surficial basalt geology.

Passive Recreation – Non-motorized recreation, such as hiking, bicycling, picnicking, and bird watching.

Ridgeline Setback Area – The area bounded by: (1) a line that parallels and is placed horizontal distance of 150 feet off the more wooded, lesser-sloped side of basalt (traprock) ridgelines, as defined in this subsection; and (2) That contour line located below the basalt (traprock) ridgeline on the rocky, more steeply sloped side of a basalt (traprock) ridgeline, where fifty-percent slope (two horizontal for each vertical unit of distance) has been maintained for a distance of 50 horizontal feet.

Selective Timbering – The harvesting of no trees greater than six inches in diameter at breast height.

HIGHEST AND BEST USE

Highest and best use is defined as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Source: The Dictionary of Real Estate Appraisal
Fourth Edition, 2002; Appraisal Institute

The highest and best use of the subject property as though vacant is considered to be future development of multifamily residential. The subject site is zoned in the Planned Development District which permits multifamily housing. A copy of the zoning map for the City of Meriden can be found in the Addenda Exhibit H. In addition, the Market Area section of this report displays the location of competing apartment complexes in the City of Meriden.

The subject site is located on top of a mountain with extreme slope along its perimeters; however, at least half of the 36.68 acres is fairly level. The winding access road is partially paved and connects to Chamberlain Highway (CT Route 71). The road allows for fair accessibility to the subject site despite numerous turns and changes in elevation.

The appraiser has also spoken with the city planner in the City of Meriden. With the development of the subject site, it appears the most feasible way to connect to public sewers and water supply would be to run the proper connections from the subject site to the intersection of Kensington Avenue and Sams Road, approximately three-quarter mile away. This would be required for any form of development for the subject site. Any incoming developer of the subject site would need planning approval from the City of Meriden. Considering the number of competing apartment complexes in the local area and the Planned Development District permitting multifamily development, the appraiser believes the highest and best use for the subject property is the future development of multifamily residential.

INTRODUCTION TO VALUATION

The Cost Approach has not been developed within this report. The Sales Comparison Approach to value has been developed within this appraisal report. The Sales Comparison Approach has been developed, since the subject market for vacant land has been fairly active through the date of valuation. Sale transactions have been researched and after adjustment, provide a reasonable estimate of market value for the subject property.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the concept that an informed purchaser would pay no more for a property than the cost of acquiring a comparable property with similar utility. Given these parameters, a diligent search has been conducted by the appraiser to uncover sales of properties considered comparable to the subject. The detailed sale data are included within this section of the report.

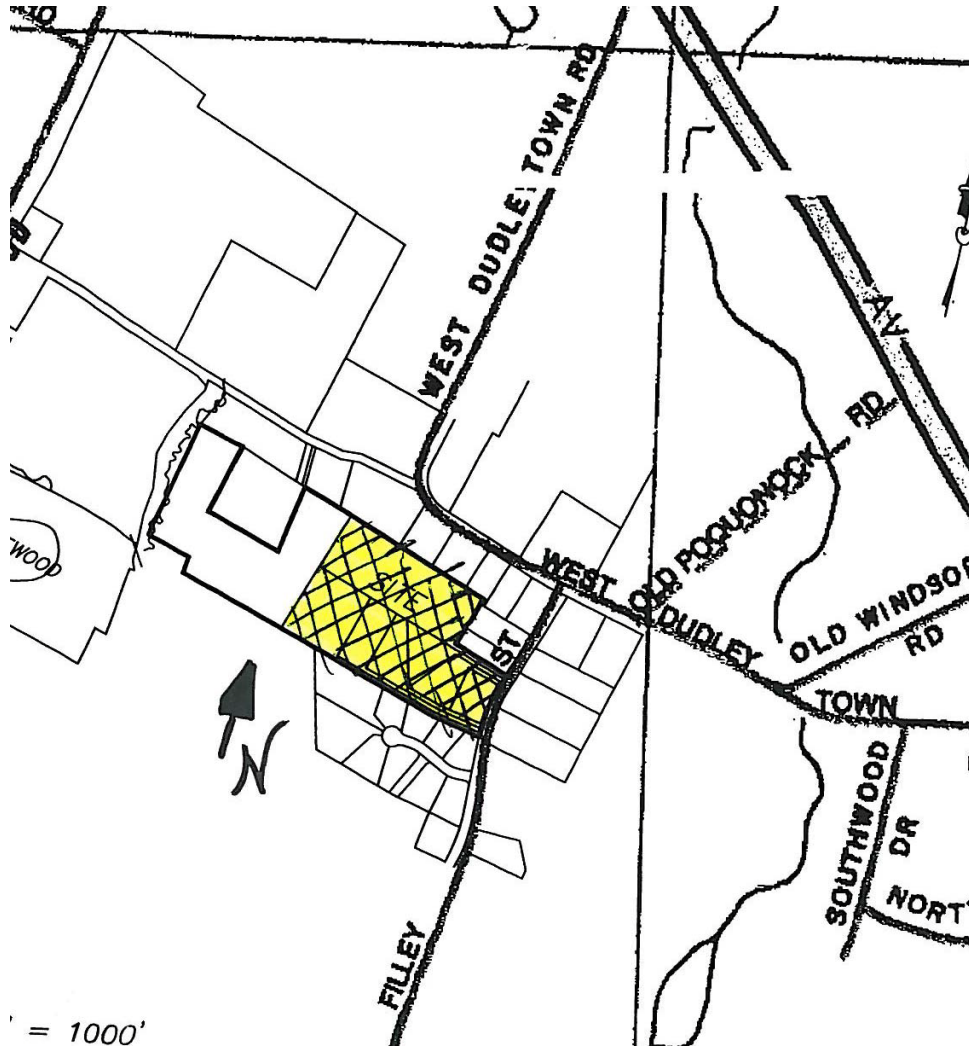
The sale data are compared to the subject, and adjustments are made for either superior or inferior characteristics. The adjustment process includes adjustments for property rights conveyed, financing terms, conditions of sale, market conditions (time), location, and other physical and economic characteristics of the sale properties. The adjusted sale prices reveal a range of value that can be reconciled into a final indication of market value for the subject via this approach.

The primary unit of comparison within this analysis is sale price per acre. This unit of comparison is considered standard in the valuation of properties such as the subject and is considered the norm by market participants.

The following pages contain detailed descriptions of each sale, the analysis of the sale data and the final indication of market value via the Sales Comparison Approach.

SALES COMPARISON APPROACH

LAND SALE 1



LS Number	2218
Location	95+/- Filley Street, Bloomfield, Connecticut
Grantor	Sterling Ridge Development Group, LLC
Grantee	Konken Bloomfield, LLC
Date of Sale	August 24, 2011
Reference	Volume 1640, Page 220, Warranty Deed
Sale Price	\$1,100,000
Verification	Grantee (Mr. Martin Kenny)

Land Data	
Tax Parcel	Map 300, Lot 9
Area	18.90 acres; usable area estimated at 7.0 acres
Frontage	399.41' along Filley Street
Zone	PLR, Planned Luxury Residential District
Utilities	PW, SS, NG, E, T
Topography	Slopes up then level / Rolling

SALES COMPARISON APPROACH

LAND SALE 1

Configuration	Somewhat rectangular
Inland/Wetlands	
Watercourses	Throughout the northern portion of the site
Access	Via a curb cut along Filley Street
Property Use	Apartments
Comments	This site is located in a residentially developed single-family neighborhood, proximate to Laurel Elementary School.

Financing

Mortgagee	Bloomfield Funding, LLC
Principle	\$1,000,000
Loan to Value	91%
Interest Rate	8.0%
Maturity	Not recorded
Comments	Not an arm's length mortgage, no adjustments are required.

General Comments

The seller was in the process of obtaining approvals for development of an apartment complex when the buyer was obtained. CB Richard Ellis openly marketed the property for \$1,500,000 (without final approvals). The seller had spent approximately \$100,000 in approval costs at the point a contract for sale was structured. The buyer took over the approval process at that point and spent an additional \$75,000 to re-design the plans and complete the approval process.

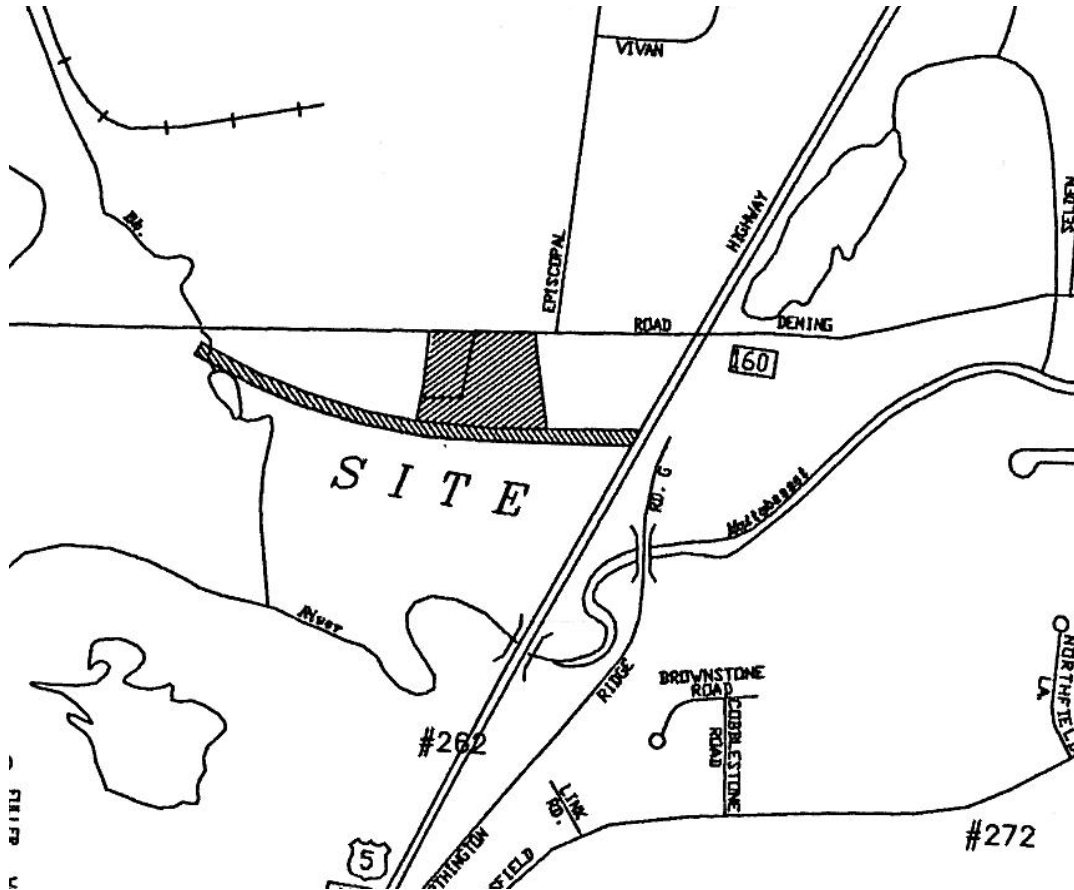
Inland/Wetlands approval was granted on December 13, 2010 and development approval for 78 units was granted on March 9, 2011. The property was under contract for approximately 9 months during the completion of the approval process.

Northgate Apartments will contain 4, three-story buildings and 147 parking spaces (included in the approval was a 48 space reduction in the required number of spaces). The property will include a fitness center, a one-half mile jogging trail and a car wash for tenants. A requirement of this zone includes at least 50% of the units contain a minimum of 1,200 square feet and 20% of the units contain a minimum of 1,000 square feet. The buyer indicated that there is a 50/50 split between one-bedroom units and two-bedroom units. The buyer indicated that there was a restricted development yield due to the town's desire to have large units. This reportedly curtailed what the buyer could afford to pay for the site.

Sale Price/Approved Unit	\$14,103
Sale Price per Acre	\$157,143

SALES COMPARISON APPROACH

LAND SALE 2



LS Number	2157
Location	332+ Deming Road and Berlin Turnpike, Berlin, Connecticut
Grantor	Mary T. Rampone, Trustee
Grantee	332 Deming Road Associates Limited Partnership
Date of Sale	November 19, 2010
Reference	Volume 642, Page 567, Trustee's Deed
Sale Price	\$1,270,000
Verification	Grantee (Mr. Geoffrey Sager)

Land Data	
Tax Parcel	Map 10-2, Block 83, Lots 10A, 10B, and 11
Area	5.84 acres (excluding Lot 11 which contains 3.218 acres)
Frontage	527.26' Deming Road
Zone	WHD, Workforce Housing Development
Utilities	PW, SS, E, T, NG
Topography	Rolling
Configuration	Rectangular
Inland/Wetlands	Wetlands on Lot 11; minimal impact on development
Access	Via Deming Road
Property Use	Apartment development

SALES COMPARISON APPROACH

LAND SALE 2

Financing

Mortgagee	Raymond J. Dunn, III
Principal	\$1,500,000
Interest Rate	Prime Rate + 2.0%
Maturity Date	November 1, 2011
Comments	Related party; does not encumber Lot 11

General Comments

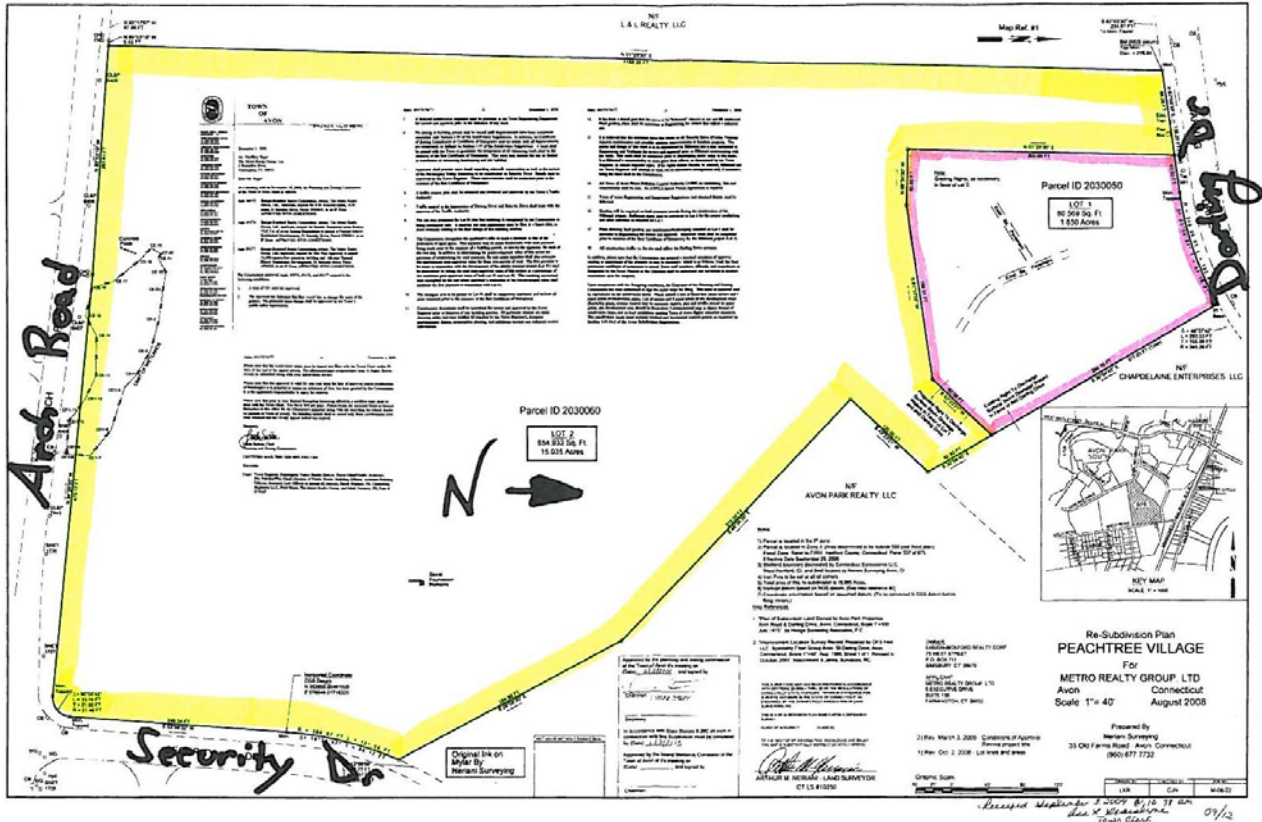
The buyer indicated that this was an arm's length transaction and had been under contract for about a year. The buyer, Metro Realty Group, is a land developer which plans on constructing a 72-unit affordable housing complex using Low Income Housing Tax Credits. The proposed unit mix includes 72 units (48 two-bedroom and 24 one-bedroom units) with 163 parking spaces within five buildings. The property was approved on February 25, 2010 and the buyer paid for all approvals. The approval application process included a zone change from BT-1 to Workforce Housing Development district and site plan and special permit applications. The zoning application was dated November 2009. The property included a smaller residence which was demolished.

The third parcel, Lot 11, included 3.218 acres that essentially is a Mattabasset Sewer Easement area that includes a 60' wide sewer easement. The zoning approval specifically excluded this area, which includes wetlands. The buyer is going to give this area to Mattabasset.

Sale Price/Unit	\$17,639
Sale Price Per Acre	\$217,466

SALES COMPARISON APPROACH

LAND SALE 3



LS Number 2104
Location 6 Darling Drive (Lot 1 formerly a portion of 55 Security Dr), Avon, CT
Grantor Ensign-Bickford Realty Corporation
Grantee Darling Drive Associates Limited Partnership
Date of Sale October 28, 2009
Reference Volume 597, Page 1033, Warranty Deed
Sale Price \$1,965,750

Location 50 Darling Drive (Lot 2 formerly a portion of 55 Security Dr), Avon, CT
Grantor Ensign-Bickford Realty Corporation
Grantee The Metro Realty Group LTD
Date of Sale October 28, 2009
Reference Volume 597, Page 1209, Warranty Deed
Sale Price \$150,000
Total Sale Price **\$2,115,750 / adjusted to \$1,915,750 for Lot 1**
Verification Grantee (Mr. Geoffrey Sager)

Land Data (Lot 1 only)
Tax Parcel Map 14, Lot 2010060
Area 15.04 acres or 645,933 square feet
Frontage 96.28' along Darling Drive, 411.06' along Security Drive and 7,422.98' along Arch Road

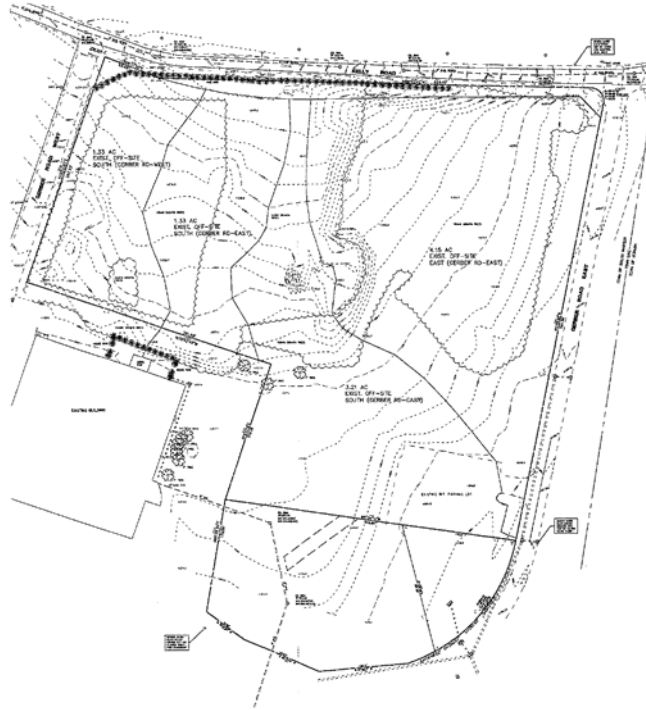
SALES COMPARISON APPROACH

LAND SALE 3

Zone	IP, Industrial Park
Utilities	PW, SS, NG, E, T
Topography	Rolling
Configuration	Irregular
Inland/Wetlands	
Watercourses	Minor along the southern border at Arch Road
Access	Via a single curb cut along Darling Drive and Arch Road
Property Use	Approved 103-unit elderly (62+) apartment building
Comments	The site is located proximate to West Main Street (US Route 44) and the downtown area of Avon.
Financing	
Mortgagee	Raymond J. Dunn, III (and guaranteed by The Metro Realty Group)
Principle	\$2,500,000
Loan to Value	127%
Interest Rate	Prime plus 2.0%
Monthly Payments	Interest only
Amortization	NA
Maturity	December 1, 2009
Comments	Short-term mortgage from the developer to himself; no adjustments are required.
General Comments	<p>The buyer, Mr. Geoffrey Sager with The Metro Realty Group, obtained all approvals for a subdivision into Lot 1 (this sale of 15.04 acres for apartment development) and Lot 2 (1.85 acres for the industrial building). Mr. Sager obtained a Special Exception to permit a Planned Elderly Residential Development in an IP zone and Site Plan approval for a 12,000 square foot industrial building and elderly development on November 8, 2008.</p> <p>The buyer indicated that the reason for the delay in the transaction was due to an attempt to secure financing from CHFA.</p> <p>The project, known as Peachtree Village, is restricted to persons aged 62 and older and will consist of a mix of one- and two-bedroom units. About 25% of the units will be market rate and the balance will be restricted by income guidelines.</p> <p>The buyer allocated about \$200,000 to Lot 2 for the industrial building which results in a price for the apartment development of \$1,915,750 or \$18,600 per unit.</p>
Adjusted Sale Price (\$1,915,750)/Unit (103 units)	\$18,600
Sale Price Per Acre	\$130,701

SALES COMPARISON APPROACH

LAND SALE 4



LS Number	2010
Location	Gerber Road & Kelly Road, South Windsor, Connecticut
Grantor	Gerber Scientific, Inc.
Grantee	Kelly Road Associates, L.P.
Date of Sale	April 10, 2008
Reference	Volume 1972, Page 59
Sale Price	\$1,828,000 (including approval costs)
Verification	Grantee (Metro-Realty Group, Ltd.)

Land Data	
Tax Parcel	Map 3531 Lot 1
Area	11.91 acres
Frontage	684.96' on Gerber Road East and 654.42' along Kelly Road
Zone	I - Industrial
Utilities	PW, SS, E, T, NG
Topography	Sloping
Configuration	Irregular

Inland/Wetlands	
Watercourses	The property is not impacted by wetlands area
Access	Via Gerber Road East and Kelly Road
Property Use	Vacant Industrial Land, approved for development of Senior Affordable Housing
Comments	The site is located on the corner of Kelly Road and Gerber Road East within South Windsor and is situated in a neighborhood of mixed use properties.

SALES COMPARISON APPROACH

LAND SALE 4

Financing

Mortgagee	Gerber Scientific
Loan Amount	\$1,142,400
LTV	70%
Maturity Date	September 1, 2011
Interest Rate	Prime rate plus 150 basis points
Comments	The financing represents interim seller financing and is considered to be at market and arm's length.

General Comments

The property was purchased by an entity related to Metro Realty Group, Ltd, in a partnership with CHFA to develop the property with 88 affordable senior housing units. The units are proposed to be a mix of one- and two-bedroom units and approximately 90% of the units will be designated as affordable units. The plans indicate four total buildings containing 23,896 square feet each (95,584 square feet total). Approvals were granted prior to the sale and paid for by the purchaser.

The purchaser indicated that the acquisition price for the land was \$1,628,000 and that there was an additional \$200,000 in expenses incurred in order to obtain approvals for the project making the effective purchase price \$1,828,000.

Sale Price/Acre	\$153,484
Sale Price/Proposed Unit (88 total)	\$20,772
Sale Price/SF of proposed building area (95,584 square feet)	\$19.12

SALES COMPARISON APPROACH

ANALYSIS OF SALE DATA/EXPLANATION OF ADJUSTMENTS

The following analysis summarizes the adjustment process.

Real Property Rights Conveyed

Adjustments for real property rights conveyed consider the difference between properties leased at market rent and those leased either below or above market levels. This adjustment is tempered by remaining lease terms. The fee simple estate of the subject is being valued, requiring no adjustment.

Financing Terms

The transaction price of one property may differ from another identical property, given favorable or unfavorable financing arrangements. For example, lower interest rates or higher loan-to-value ratios that are readily available for competing properties may affect the price a willing market participant may pay for a property. No adjustment is warranted.

Conditions of Sale

Conditions of sale adjustments typically reflect the motivations of either a buyer or seller. Examples of purchaser sale motivations that would affect a price include assemblage or plottage that would increase the utility of the site for a purchaser. Conversely, a seller who is in a hurry to obtain cash may sell at a discount. In either of the foregoing or similar cases, a sale must be used as a comparable only after extensive verification and analysis. No adjustment is warranted.

Market Conditions

Different market conditions at the time of sale typically require adjustment. Subsequent to the date of sale, values may have either appreciated or depreciated due to inflation/deflation, or investors' perceptions of market conditions may have changed. This adjustment is typically referred to as a time adjustment; although time itself is not the cause of the adjustment. Land Sale 3 transferred in a worse economic climate than the current financial conditions; upward adjustment is warranted. Land Sale 4 transferred in 2008 when the real estate market as a whole was inflated by today's standards. A downward adjustment to Land Sale 4 is warranted.

Location

Locational adjustments are required typically when the location of a sale property is different from that of the subject. Even properties within the same neighborhood can typically have different locational attributes that are either favorable or unfavorable. The subject is provided with favorable neighborhood accessibility. Land Sales 3 and 4 are considered to have superior locations compared to the subject property. A downward adjustment is warranted to both land sales.

Physical Characteristics

Physical differences between the subject and sale comparables are typically adjusted when the differences are considered significant. This adjustment category typically includes differences in size of parcel, zoning/approvals, utilities wetlands, and topography/other.

SALES COMPARISON APPROACH

Size of Parcel – The land sales range in size from approximately 5.84 acres to 43.54 acres. The comparable land sales are all less than half the size of the subject site. Smaller lots will typically demand a higher price per acre than those of larger lots. Downward adjustment is required to all four land sales.

Zoning/Approvals – Land Sale 1 transferred with the approval process partially started by the seller. The remaining land sales were contracted as raw land and then pursued for approvals. Downward adjustment is warranted to Land Sale 1.

Utilities – All land sales have fair accessibility to public utilities. The subject site would most likely connect to a lower elevation at the intersection of Kensington Avenue and Sams Road. This distance is significantly farther than all the land sales would need to go. In addition, the subject is located on higher terrain and it is considered reasonable to assume pumping equipment would be needed to provide water to the subject site. Downward adjustment to all land sales is warranted.

Wetlands – The subject site has spotted areas of wet soils totaling an estimated 10% of the lot. All land sales have either no wetlands or under 10%. No adjustments are warranted.

Topography/Other – The subject site is mostly level but is considered tough terrain with extreme slopes along its perimeter. All land sales are considered to have superior topography. Downward adjustment to all land sales is warranted.

ADDITIONAL SALE DATA

In addition to previous discussed sales, the appraiser has discussed a potential multifamily land sale in the town of Windsor with Lexington Partners. The property is 6.3 acres located at 55-69 Mechanic Street in Windsor, Connecticut. The developer mentioned the property is under contract for \$900,000 and in the process of attempting to obtain approvals for the construction of 130 units. Additionally, the developer estimates environmental cleanup in the amount of \$400,000, which is included in the \$900,000 contract price. The developer is assuming risks for the environmental cleanup in the event the costs are higher than \$400,000. Secondly, the site is located near an active railroad and the developer anticipates higher building costs than normal to suppress the added noise associated with the railway. Lastly, the developer anticipates an additional \$400,000 in development costs to obtain proper approvals. The acquisition price of \$900,000 equates to \$142,857 per acre or \$6,923 per unit for this densely populated site.

SUMMARY OF ADJUSTMENTS

On the following chart is a summary of the adjustment process conducted on the prior pages. This adjustment process provides an indication of the direction and intensity of the adjustments made from the different elements of comparison. Cumulative adjustments reflect a change in the base price after each adjustment. For example, the price per unit is adjusted first for property rights conveyed. The adjusted price is then adjusted for financing terms. This process continues for the remaining cumulative elements of comparison. Quantitative adjustments are estimated separately and summed into a final total adjustment. These adjustments are then extracted from external sources and are compared individually to the subject.

SALES COMPARISON APPROACH

LAND SALES RECAPITULATION AND ADJUSTMENT GRID					
Location	Subject	Sale 1	Sale 2	Sale 3	Sale 4
	600 South Mountain Drive Meriden, CT	95+/- Filley Street Bloomfield, CT	332 Deming Road Berlin, CT	6 Darling Drive Avon, CT	25 Gerber Street South Windsor, CT
Date of Sale		8/24/2011	11/19/2010	10/28/2009	4/10/2008
Sale Price		\$1,100,000	\$1,270,000	\$1,915,750	\$1,628,000
Land Area (Acres)	36.68	7.00	5.84	15.04	9.58
Zone	PDD	PLR	WHD	IP	I
Configuration	Irregular	Regular	Regular	Regular	Irregular
Topography	Sloping	Sloping/Level	Sloping/Level	Rolling	Sloping
Wetlands	10%	0%	0%	5%	0%
Sale Price/Acre		\$157,143	\$217,466	\$127,377	\$169,937
Adjustments by Element of Comparison					
Cumulative Adjustments:					
Property Rights Conveyed	Fee Simple	0%	0%	0%	0%
Financing Terms	Conventional	0%	0%	0%	0%
Conditions of Sale	Prudent	0%	0%	0%	0%
Market Conditions (Time)	Current	0%	0%	5%	-15%
Adjusted Price/Acre		\$157,143	\$217,466	\$133,746	\$144,447
Quantitative Adjustments					
Location		0%	0%	-15%	-15%
Physical					
Size of Parcel		-5%	-20%	-5%	-5%
Zoning/Approvals		-10%	0%	0%	0%
Utilities		-10%	-10%	-10%	-10%
Wetlands		0%	0%	0%	0%
Topography/Other		-25%	-30%	-10%	-10%
Subtotal Quantitative		-50%	-60%	-40%	-40%
Final Adjusted Price/Acre		\$78,571	\$86,986	\$80,248	\$86,668

CONCLUSION

After considering the valuation of the subject property via the Sales Comparison Approach, a reasonable market value of the subject property can be determined. The subject property has the following market value range:

Then: 36.68 acres @ \$80,000 per acre = \$2,935,000(rounded)

Value Estimate via the Sales Comparison Approach
\$2,935,000

RECONCILIATION AND FINAL VALUE ESTIMATE

Cost Approach	Not applicable
Sales Comparison Approach	\$2,935,000
Income Capitalization Approach	Not applicable

In developing a market value estimate for the subject, only the Sales Comparison Approach was developed. Each approach was considered to provide a reliable indication of market value given the availability of sales and rental data. Since the subject property is vacant commercial land, the only appropriate method of valuation is the Sales Comparison Approach. The Income and Cost Approaches to Value were not used or applicable.

The Cost Approach is limited in providing a value estimate of the subject for several reasons. External obsolescence given changes in market conditions since the construction date requires significant adjustment. The replacement cost new significantly exceeds the current market value of the property, as developed through the Sales Comparison Approach and/or the Income Capitalization Approach to value. The difference between value and replacement cost is mostly attributed to accrued depreciation, typically external obsolescence. While an estimate of this obsolescence may be done, extraction from the market is not typically possible, thus resulting in large insupportable adjustment. Additionally, market participants do not consider the replacement cost of rental properties in their purchase criteria. Given the large adjustments and the inappropriateness of the valuation technique, the Cost Approach has not been included in this report.

The Sales Comparison Approach is a reliable indicator of market value when adequate sale data of properties similar to the subject are available. Several sales of improved properties have been researched and analyzed prior to adjusting for differences between the sales and the subject. Items requiring adjustment included property rights conveyed, financing terms, conditions of sale, market conditions (time) as well as locational, physical and economic characteristics. The Sales Comparison Approach is considered to provide a reliable market value estimate for the subject property.

The Income Capitalization Approach is an effective valuation technique for properties that are purchased by a speculative investor on a cash flow basis. This valuation technique is widely recognized by both buyers and sellers of rental property within the subject market area; however, it is highly unlikely the land would be leased. As a result, the Income Approach to value is not applicable for this valuation.

RECONCILIATION AND FINAL VALUE ESTIMATE

The market value herein is estimated without consideration of any outstanding mortgages or other liens against the subject. Based upon an investigation and analysis of the information gathered with respect to this assignment, reflecting market conditions as of October 1, 2012, the subject property is estimated to have a market value of:

TWO MILLION NINE HUNDRED THIRTY-FIVE THOUSAND DOLLARS
\$2,935,000

ESTIMATED EXPOSURE TIME

Market value conclusions within the report recognize the characteristics of the subject real estate and consider the current economic environment and its effect on real property. Based upon interviews with market participants and market information obtained for properties considered similar to the subject, it is the appraiser's opinion that an exposure period of **six months to one year** is considered reasonable for time on the market prior to the sale of the subject property at the value estimated within this report.

CERTIFICATION

The undersigned does hereby certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. Patrick A. Lemp, MAI and Peter G. Marsele made an inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the person signing this certification.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. This appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
12. As of the date of this report, Patrick A. Lemp, MAI has completed the requirements under the continuing education program of the Appraisal Institute.



By: Patrick A. Lemp, MAI
Certified General Real Estate Appraiser License Number RCG.0000367



By: Peter G. Marsele
Provisional Real Estate Appraiser License Number RSP.0001897

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No investigation of title to the property has been made, and the premises are assumed to be free and clear of all deeds of trust, (leases), use restrictions and reservations, easements, cases or actions pending, tax liens, bonded indebtedness, unless otherwise specified.

No responsibility for legal matters is assumed. All existing liens and encumbrances have been disregarded, and the property is appraised as though free and clear, unless otherwise specified.

3. The maps and exhibits included in this report are for illustration only to help the reader visualize the property. They should not be considered as surveys or relied upon for any other purpose. No appraiser responsibility is assumed in connection therewith.
4. The appraiser, by reason of this report, is not required to give testimony or be in attendance in any court or before any governmental body with reference to the property in question unless arrangements have been previously made.
5. No engineering survey has been furnished to the appraiser, and no responsibility is assumed for engineering matters, mechanical or structural. Good mechanical and structural condition is assumed to exist unless otherwise noted.
6. No evidence of contamination or hazardous materials used in the construction or maintenance of any improvements was observed on the date of inspection. The appraiser, however, is not qualified to detect such substances, including the existence of urea-formaldehyde, radon gas, foam insulation, asbestos, lead paint, or other potentially hazardous waste material may have an effect on the value of the property.
7. No soil survey has been furnished, and it is assumed that no surface or subsurface contaminants, pollutants, or discharge is present. The appraiser reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated and considered in this report.
9. No soil borings or analyses have been made of the subject. It is assumed that soil conditions are adequate to support standard construction consistent with the highest and best use as stated in this report.
10. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless noncompliance is stated and considered in this report.

ASSUMPTIONS AND LIMITING CONDITIONS

11. The individual values estimated for the various components of the subject property are valid only when taken in the context of this report and are invalid if considered individually or as components in connection with any other appraisal.
12. When the Discounted Cash Flow Analysis is used, it is prepared on the basis of information and assumptions stipulated in this report. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon the occurrence of other future events that cannot be assured. Therefore, the actual results achieved may well vary from the projections, and such variations may be material.
13. The date of value expressed in this report is set forth in a letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date that may affect the opinions herein stated.
14. If this report is used within a credit sale-leaseback-type transaction, or as the offering structure of a syndicate or syndication partnership, joint venture, or association, it is to be noted that the value estimate rendered is restricted exclusively to the underlying real property rights defined in this report. No consideration whatsoever is given to the value of any partnership units or interest(s), broker or dealer selling commissions, general partners' acquisition fees, operating deficit reserves, offering expenses, atypical financing, and other similar considerations.
15. The appraiser's value estimate presumes that all benefits, terms and conditions have been disclosed in any lease agreements, and the appraiser has been fully informed of any additional considerations (i.e., front-end cash payments, additional leasehold improvement contributions, space buyback, free rent, equity options).
16. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author(s), particularly as to valuation conclusions, the identity of the author(s) or firm with which they are connected, or any reference to the Appraisal Institute or to the MAI designation.
17. This appraisal was prepared for the confidential use of the client for the purpose specified and must not be used in any other manner without the written consent of the appraiser. The report and the data herein contained, except that provided by the client, remain the exclusive property of Italia & Lemp, Inc.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. A specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA has not been conducted. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since no direct evidence relating to this issue is available, this report does not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

QUALIFICATIONS OF THE APPRAISER

PATRICK A. LEMP, MAI

Principal – Italia & Lemp, Inc.

Patrick A. Lemp, MAI, is a principal and co-founder of Italia & Lemp, Inc., a multifaceted organization providing professional real estate-related services on a regional basis. Mr. Lemp began his appraisal career in 1990 for a New England region, Connecticut-based real estate appraisal firm. For three years, he served as a manager of a diversified appraisal staff concentrating in the Connecticut, Massachusetts and Rhode Island marketplaces. Narrative appraisal assignments currently include evaluation of owner-occupied and multi-tenant industrial facilities; office structures; self-storage properties and special-purpose industrial properties including bulk fuel storage facilities, truck terminals, freezer buildings and self-storage facilities.

The following is Mr. Lemp's licensing information:

<u>State of Connecticut</u>	Certified General Real Estate Appraiser
License No.	RCG.367
Effective Date	May 1, 2012
Expiration Date	April 30, 2013
<u>State of Massachusetts</u>	Certified General Real Estate Appraiser
License No.	5768
Effective Date	April 14, 2011
Expiration Date	April 14, 2014
<u>State of New York</u>	Certified General Real Estate Appraiser
License No.	46000042706
Effective Date	April 24, 2012
Expiration Date	April 23, 2014

Mr. Lemp received his MAI designation from the Appraisal Institute (Designation No. 11172). Mr. Lemp's appraisal background covers a broad spectrum of real property interests and valuations, with the largest single valuation in excess of \$90 million.

From 1985 through 1990, Mr. Lemp was a commercial real estate investment sales broker with the Hartford office of CB Commercial Real Estate Services. For CB Commercial, Mr. Lemp's duties included investment analysis, marketing and demographic analysis. Mr. Lemp was involved in more than \$60 million of real estate transactions, ranging from vacant acreage to single- and multi-tenant industrial facilities.

Mr. Lemp has extensive experience testifying as an expert witness in the Connecticut court system. He is a 1984 graduate of Marquette University, Milwaukee, Wisconsin, with a Bachelor of Science, Business Administration degree. He is currently a member of the Real Estate Finance Association, the Treasurer of the Connecticut Business Development Corporation and on the Board of Trustees of the Watch Hill Chapel Society.

QUALIFICATIONS OF THE APPRAISER

Peter G Marsele

Italia & Lemp, Inc.

Mr. Marsele is actively employed by Italia & Lemp, Inc. and is currently licensed as a provisional real estate appraiser with the State of Connecticut. Activities include: gathering market data pertaining to subject properties, development of sale and rental comparables, analysis of cash flows, and developing market valuations. The following is Mr. Marsele’s licensing information:

<u><i>State of Connecticut</i></u>	Provisional Real Estate Appraiser
License No.	RSP.0001897
Effective Date	May 1, 2012
Expiration Date	April 30, 2013

Mr. Marsele is currently attending Post University in Waterbury, Connecticut in pursuit of a bachelor’s degree in business administration with a concentration in finance. Additionally, prior to joining Italia and Lemp, Inc. he worked at Nemeth Appraisals, LLC, a residential appraisal firm. He has also been involved in acquisitions, project budgeting and everyday management of commercial and residential real estate developments in the New England area.

Mr. Marsele is also on the board of trustees for the Peter R. Marsele Athletic Trust Fund of Bloomfield, CT, a charitable organization which assists athletic youth teams and individuals in financing their sport activities.

ADDENDA

EXHIBIT A
ENGAGEMENT LETTER

CONTRACT FOR SERVICES

This contract is binding upon Italia & Lemp, Inc., hereinafter referred to as "the Appraisers", and The City of Meriden as "the Employer."

Said parties do hereby agree as follows:

The Appraisers agree to provide a written appraisal report regarding the following property(s), which conform with and will be subject to the requirements of the Uniform Standards of Professional Appraisal Practice as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute for the following property(s):

600 South Mountain Rd.
Meriden, CT

The Appraisers agree to provide the Employer with an appraisal report eight weeks from the date that a fully executed engagement letter and requested retainer is received by the Appraiser.

The fee will be \$10,000.

The fee is in no way connected with any value to be estimated.

The Employer shall pay the Appraiser the fee as follows:

- (a) A **retainer of \$5,000 will be required.**
- (b) The **balance of the fee is payable in full** upon delivery of the completed appraisal report.

CONTRACT FOR SERVICES

It is further understood and agreed that if any portion of the compensation or costs due the appraiser become delinquent, the Employer shall pay interest thereon at the rate of 1.5% per month on said account from the due date until paid, and further agrees to pay all costs of collection thereof, including attorney's fees, court costs, etc.

It is understood that court preparation, depositions, testimony and travel time to and from the appraiser's office will be billed at the rate of \$300 per hour. In addition any expenses incurred by the appraiser related to travel costs such as mileage, hotel costs, meals etc. during the time court preparation, depositions and court testimony, which may be required subsequent to the submission of the oral appraisal report will be billed separately.

In the event the Employer desires to cancel this contract, written notice thereof shall be delivered to the Appraiser, and it is agreed that the Appraiser shall receive compensation from the Employer for all services rendered, at the rate of \$300 per hour for the time actually spent prior to receipt of written notice to stop work, plus all costs advanced in connection with said work prior of such written notice.

ACCEPTED BY:

The Employer: Deborah H. Fore



The Appraiser: _____

Date: 7/27/12

Italia & Lemp, Inc.
Date: July 16, 2012

Retain one copy of the Contract for your records.
Return one executed copy to the Appraiser at:

Italia & Lemp, Inc.
Six Central Row, 3rd Floor
Hartford, Connecticut 06103-2701

EXHIBIT B
LEGAL DESCRIPTION

SCHEDULE A

Five certain parcels of land situated in the City of Meriden, County of New Haven and State of Connecticut being more particularly bounded and described as follows

Parcel 1 - Beginning at a point on the easterly highway line of Chamberlain Highway (Route 71) at the division line between land now or formerly of Sowamco XVII Ltd. and the parcel herein described.

thence running North 21°-40'-48" East 244.72 feet along the easterly highway line of Chamberlain Highway (Route 71) to a point;

thence running South 25°-53'-45" East 195.69 feet to a point, thence turning and running along a counterclockwise curve, having a radius of 87.37 feet, 61.00 feet to a point, thence turning and running South 65°-53'-45" East 172.56 feet to a point, thence turning and running along a counterclockwise curve, having a radius of 20.10 feet, 24.91 feet to a point, thence turning and running North 43°-06'-15" East 200.00 feet to a point, thence turning and running North 46°-53'-45" West 489.53 feet, all along land now or formerly of Sowamco XVII Ltd., to a point.

thence running North 25°-31'-33" East 15.82 feet to a point, thence turning and running North 21°-41'-59" East 84.90 feet, all along the easterly highway line of Chamberlain Highway (Route 71), to a point;

thence running South 46°-54'-11" East 140 feet more or less to a point, thence northeasterly, along the face of rocks 1,217 feet more or less, all along land now or formerly of the City of Meriden, to a point;

thence running South 72°-05'-16" East 9 feet more or less to a point, thence turning and running North 43°-09'-44" East 627.00 feet to a point, thence turning and running North 37°-19'-44" East 1,436.00 feet, all along land now or formerly of Meadow Haven, Inc. to a point,

thence running North 21°-54'-05" East 2,658.64 feet along land now or formerly of Meadow Haven, Inc., Sunny Borders Nurseries, Inc. and Nipmuc Properties, Inc. each in part, to a point;

thence running North 81°-40'-41" East 2,229.00 feet to a point, thence turning and running North 82°-14'-08" East 529.00 feet, all along land now or formerly of Nipmuc Properties, Inc., to a point;

thence running South 34°-22'-03" West 86.93 feet to a point, thence turning and running South 22°-29'-02" West 24.41 feet to a point, thence turning and running South 30°-10'-29" West 193.36 feet to a point, thence turning and running South 39°-16'-49" West 84.00 feet, all along land now or formerly of Westvaco Corp., to a point;

thence running South 34°-18'-00" West 154.49 feet to a point, thence turning and running South 24°-02'-01" West 96.00 feet to a point, thence turning and running South 24°-40'-23" East 76.08 feet to a point, thence turning and running South 46°-27'-47" West 114.49 feet to a point, thence turning and running South 14°-37'-06" West 54.22 feet to a point, thence turning and running South 61°-25'-58" East 82.75 feet, all along Parcel 2, to a point;

thence running South 23°-34'-32" West 519.14 feet along land now or formerly of the Meriden Boys Club to a point;

thence running South 35°-52'-34" West 12.56 feet along land now or formerly of Wayne L. Rametta and Sandra J. Schools to a point;

thence running South 32°-08'-58" West 153.85 feet along land now or formerly of Robert A. and Katherine Mirabello to a point;

thence running North 54°-34'-58" West 10.00 feet to a point, thence turning and running South 33°-56'-04" West 110.95 feet, all along land now or formerly of Jane Marie McFarlane, to a point,

thence running South 27°-55'-37" West 250.10 feet along land now or formerly of Jane Marie McFarlane, land now or formerly of Donald E. Pacquin, Sr. and land now or formerly of Nancy and Gregory Atterberry, each in part, to a point;

thence running South 23°-17'-37" West 254.24 feet along land now or formerly of Nancy and Gregory Atterberry and land now or formerly of Bruno and Mary Nicolai, each in part, to a point;

thence running South 07°-58'-25" West 271.62 feet to a point, thence turning and running South 06°-25'-36" West 229.04 feet, all along land now or formerly of Bruno and Mary Nicolai, to a point,

thence running North 73°-10'-20" West 232.10 feet along land now or formerly of Meadow Haven, Inc. and Hicks Avenue Extension, each in part, to a point,

thence running South 15°-43'-48" West 51.95 feet along Hicks Avenue Extension to a point;

thence running North 71°-15'-32" West 165.99 feet to a point, thence turning and running South 22°-32'-31" West 215.66 feet, all along land now or formerly of the estate of Ethel L. Higginson, to a point;

thence running South 30°-04'-59" West 355.00 feet along land now or formerly of the estate of Ethel L. Higginson and land now or formerly of Tina DeDominic, each in part, to a point;

thence running North 70°-48'-03" West 148.89 feet to a point, thence turning and running South 32°-35'-16" West 189.09 feet, all along land now or formerly of Jacobs, Grudberg, Belt & Dow, P.C., to a point;

thence running North 76°-35'-23" West 84.15 feet along land now or formerly of Helen A. Budnick to a point;

thence running South 08°-08'-20" West 693.00 feet along land now or formerly of Helen A. Budnick, land now or formerly of Meadow Haven, Inc. and land now or formerly of Paul G. Hacku, each in part, to a point;

thence running South 73°-07'-21" East 275.00 feet along land now or formerly of Paul G. Hacku to a point.

thence running South 09°-48'-46" West 316.26 feet to a point, thence turning and running North 77°-25'-49" West 149.83 feet to a point, thence turning and running North 85°-06'-34" West 332.30 feet to a point, thence turning and running South 22°-01'-06" West 443.58 feet to a point, thence turning and running South 25°-20'-02" West 446.79 feet, all along land now or formerly of the City of Meriden, to a point.

thence running North 82°-49'-11" West 380.02 feet to a point, thence turning and running along a clockwise curve, having a radius of 250.00 feet, 101.03 feet to a point, thence turning and running North 27°-15'-54" East 15.00 feet to a point, thence turning and running North 66°-13'-52" West 183.56 feet to a point, thence turning and running South 58°-20'-52" West 418.23 feet to a point, thence turning and running North 29°-57'-43" West 64.06 feet to a point, thence turning and running South 69°-28'-17" West 146.83 feet to a point, thence turning and running South 26°-51'-00" West 457.28 feet to a point, thence turning and running South 10°-19'-08" East 273.43 feet to a point, thence turning and running South 79°-25'-45" East 283.11 feet, all along land now or formerly of PDC - El Paso, Meriden, LLC, to a point;

thence running South 20°-00'-17" West 530.00 feet to a point, thence turning and running South 56°-00'-17" West 250.00 feet to a point, thence turning and running South 33°-59'-43" East 100.00 feet, all along land now or formerly of Meadow Haven, Inc. (Lot 35A), to a point;

thence running South 56°-00'-17" West 940.00 feet along land now or formerly of Summitwood September Tenth, LLC (Lot 35) to a point;

thence running North 67°-40'-28" West 377 feet more or less along land now or formerly of Carabetta Enterprises, Inc. to a point;

thence running southerly, thence westerly, thence northerly, along the face of ledge at top of a mountain 1,271 feet more or less, along land now or formerly of Carabetta Enterprises, Inc. and land now or formerly of Sowamco XVII Ltd., each in part, to a point;

thence running North 46°-53'-45" West 59 feet more or less to a point, thence turning and running South 43°-06'-15" West 200.00 feet to a point, thence turning and running along a clockwise curve, having a radius of 120.10 feet, 148.83 feet to a point, thence turning and running North 65°-53'-45" West 172.56 feet to a point, thence turning and running North 65°-23'-23" West 195.72 feet, all along land now or formerly of Sowamco XVII Ltd., to the point of beginning

Parcel 2 - Beginning at a point on the westerly property line of Penn Central Co. at the division line between land now or formerly of Westvaco Corp. and the parcel herein described;

thence running South 25°-13'-58" West 1,898.12 feet along land now or formerly of Penn Central Co. to a point;

thence running North 87°-09'-45" West 925 feet more or less along land now or formerly of the City of Meriden to a point;

thence running northerly, along the shore of Beaver Lake 500 feet more or less, along land now or formerly of Lucille E. Christie, land now or formerly of Mary S. Sieracki, land now or formerly of Eva B. Giguere, land now or formerly of Joan K. and Francis J. Rusczek and land now or formerly of Frederick J. and Phyllis Timm, each in part, to a point,

thence running North 84°-02'-54" West 38 feet more or less along land now or formerly of Frederick J. and Phyllis Timm to a point;

thence running North 28°-20'-16" West 58.75 feet along land now or formerly of Beaver Lake Development Association to a point;

thence running South 76°-36'-58" East 80.00 feet to a point, thence turning and running North 11°-11'-02" East 520.40 feet, all along land now or formerly of the Meriden Boys Club, to a point;

thence running North 61°-25'-58" West 1,472.75 feet along land now or formerly of the Meriden Boys Club and Parcel 1, each in part, to a point;

thence running North 14°-37'-06" East 54.22 feet to a point, thence turning and running North 46°-27'-47" East 114.49 feet to a point, thence turning and running North 24°-40'-23" West 76.08 feet to a point, thence turning and running North 24°-02'-01" East 96.00 feet to a point, thence turning and running North 34°-18'-00" East 154.49 feet, all along Parcel 1, to a point;

thence running South 65°-09'-26" East 311.51 feet to a point, thence turning and running South 60°-03'-35" East 406.10 feet to a point, thence turning and running South 43°-53'-45" East 132.80 feet to a point, thence turning and running South 54°-45'-40" East 256.32 feet to a point, thence turning and running South 46°-08'-55" East 17.04 feet to a point, thence turning and running North 52°-02'-57" East 142.70 feet to a point, thence turning and running North 56°-41'-23" East 46.91 feet to a point, thence turning and running South 61°-35'-36" East 443.20 feet to a point, thence turning and running North 24°-51'-24" East 570.00 feet to a point, thence

turning and running South 71°-56'-36" East 125.00 feet to a point, thence turning and running South 70°-05'-10" East 752.03 feet, all along land now or formerly of Westvaco Corp., to the point of beginning

Parcel 3 - Beginning at a point on the northerly streetline of Carey Avenue at the division line between land now or formerly of Shirley A. Reed and the parcel herein described:

thence running North 61°-24'-58" West 50.00 feet along the northerly streetline of Carey Avenue to a point,

thence running North 28°-35'-02" East 99.00 feet along land now or formerly of George A. Olson to a point,

thence running South 61°-24'-58" East 50.00 feet along land now or formerly of the Meriden Boys Club to a point,

thence running South 28°-35'-02" West 99.00 feet along land now or formerly of Shirley A. Reed to the point of beginning.

Parcel 4 - Beginning at a point on the northerly streetline of Carey Avenue at the division line between land now or formerly of John J. Jr. and Carol L. Shea and the parcel herein described.

thence running North 28°-35'-02" East 99.00 feet along land now or formerly of John J. Jr. and Carol L. Shea to a point;

thence running South 61°-24'-58" East 50.00 feet to a point, thence turning and running South 28°-35'-02" West 90.78 feet, all along land now or formerly of the Meriden Boys Club, to a point,

thence running along a clockwise curve, having a radius of 70.00 feet, 34.26 feet to a point, thence turning and running North 61°-24'-58" West 17.09 feet, all along the northerly streetline of Carey Avenue, to the point of beginning.

Parcel 5 - Beginning at a point on the westerly streetline of Old North Colony Road at the division line between land now or formerly of the Connecticut Light & Power Company and the parcel herein described.

thence running North 82°-32'-06" West 197.60 feet to a point, thence turning and running North 68°-16'-06" West 843.80 feet, all along land now or formerly of the Connecticut Light & Power Company, to a point;

thence running North 25°-10'-54" East 50.09 feet along land now or formerly of Penn Central Co. to a point;

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thence running South 68°-16'-06" East 834.53 feet to a point, thence turning and running South 82°-32'-06" East 197.22 feet, all along land now or formerly of Barbara Patzke, to a point;

thence turning and running South 14°-10'-22" West 50.34 feet along the westerly streetline of Old North Colony Road to the point of beginning.

Being more particularly bounded and described on a map entitled: "Property Survey, Prepared for: Thomas P. Cadden, Trustee, NRG Energy, Inc., and Meriden Gas Turbines LLC, Chamberlain Highway (Route 71), Meriden, Connecticut," Scale: 1"=200', Dated: December 22, 2000 and prepared by: Milone & MacBroom, Inc.

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Said premises are conveyed subject to:

1. Notice of Declaration of Trust and Purchase and Sale Agreement by and between PDC-El Paso LLC, settlor, Thomas P. Cadden, Esq., Trustee, of the "1998 Real Estate Trust" dated July 15, 1998 and recorded in Volume 2378, page 100 in the Meriden Land Records, and recorded in Volume 409, page 458 of the Berlin Land Records, as affected by Corrected Notice dated as of July 15, 1998 and recorded in Volume 409, page 703 of the Berlin Land Records.
2. Municipal taxes to the Towns of Berlin and Meriden on the List of October 1, 2000, not yet due and payable.
3. Riparian rights of others in and to any water courses crossing the land.
4. Rights of tenants as tenants only under unrecorded leases listed in Exhibit B
5. Declaration and Grant of Easement (Drainage, Slope Rights and Access) dated December 21, 2000, by and between Thomas P. Cadden, Trustee, and NIPMUC Properties, LLC, recorded January , 2001 in Volume , page of the Berlin Land Records.
6. Declaration and Grant of Easement as to Meriden Property (Drainage, Slope Rights and Access) dated December 21, 2000, by and between Thomas P. Cadden, Trustee, and NIPMUC Properties, LLC, recorded January , 2001 in Volume , page of the Meriden Land Records.
7. Grant of Slope Rights (Easement) dated December 21, 2000, by and between Thomas P. Cadden, Trustee, Summitwood Tenth LLC, and Summitwood Village LLL and recorded January , 2001 in Volume , page of the Meriden Land Records.
8. Lease dated December 21, 2000, by and between Thomas P. Cadden, Trustee, Lessor, and NIPMUC Properties, LLC, lessee.
9. Right to construct and maintain dam from Horace T. Smith to William Garlick dated October 7, 1886 and recorded in Volume 74, page 173 of the Meriden Land Records.
10. Sanitary Sewer Easement from Edith E. Sambone to the City of Meriden dated June 23, 1978 and recorded in Volume 794, page 184 of the Meriden Land records.
11. Sanitary Sewer Easement and Agreement from Edith E. Sambone to the City of Meriden dated June 27, 1978 and recorded in Volume 794, page 190 of the Meriden Land Records.
12. Beach rights granted by instrument dated June 12, 1953 from Frank C. Sambone to Beaver Lake Development Association recorded in Volume 341, page 50 of the Meriden Land Records.
13. Easement from Frank C. Sambone to The Connecticut Light and Power Company dated August 7, 1947 and recorded in Volume 285, page 500 of the Meriden Land Records.

14. Easement and Right-of-Way from Frank C. Sambone to Connecticut Light and Power Company dated July 5, 1957 and recorded in Volume 377, page 351 of the Meriden Land Records.
15. Right-of-Way from Frank C. Sambone to Connecticut Light and Power Company dated November 5, 1959 and recorded in Volume 403, page 578 of the Meriden Land Records.
16. Easement and Right-of-Way from Frank C. Sambone to The Connecticut Light and Power Company dated January 8, 1960 and recorded in Volume 405, page 343, as corrected by instrument dated April 14, 1960 and recorded in Volume 408, page 283 of the Meriden Land Records.
17. Easement from Edith E. Sambone, Executrix of the Estate of Frank C. Sambone to The Connecticut Light and Power Company dated July 21, 1965 and recorded in Volume 467, page 181 of the Meriden Land Records.
18. Easement from Edith E. Sambone, Executrix of the Estate of Frank C. Sambone to The Connecticut Light and Power Company dated July 21, 1965 and recorded in Volume 467, page 185 of the Meriden Land Records.
19. Easement from Edith E. Sambone, Executrix of the Estate of Frank C. Sambone to The Connecticut Light and Power Company dated July 1, 1966 and recorded in Volume 478, page 478 of the Meriden Land Records.
20. Terms, conditions and obligations in a Covenant and Agreement by and between the City of Meriden Planning Commission, 1998 Real Estate Trust, Thomas P. Cadden, Trustee, and P.D.C. El Paso Meriden L.L.C. dated August 19, 1998 and recorded in Volume 2386, page 283 of the Meriden Land Records.
21. Certificate of Assessment in favor of the City of Meriden regarding the Meriden Power Plant Project/Summitwood Land and against PDC El Paso Meriden, LLC and Thomas P. Cadden, Trustee of the 1998 Real Estate Trust dated August 25, 1998 and recorded in Volume 2386, page 321 of the Meriden Land Records.
22. Restrictions as shown on Map No. 573 as modified by deed dated May 19, 1959 and recorded in Volume 398, page 81 of the Meriden Land Records (affects parcels 3 and 4 only).
23. Easement in favor of Frank Sambone reserved in a deed dated April 18, 1952 and recorded in Volume 326, page 191 of the Meriden Land Records (affects Parcel 5 only).
24. Easement in favor of The Meriden Boys' Club, Incorporated set forth in an instrument dated May 26, 1962 and recorded in Volume 428, 617 of the Meriden Land Records (affects Parcels 3 and 4 only)
25. Notes, notations and the following matters shown on a survey entitled "PROPERTY SURVEY PREPARED FOR THOMAS P. CADDEN, TRUSTEE, NRG ENERGY, INC., AND MERIDEN

GAS TURBINES LLC, CHAMBERAIN HIGHWAY (ROUTE 71) MERIDEN, CONNECTICUT" dated December 22, 2000 by Milone & MacBroom:

As to Parcel 2, 15' Sanitary Sewer Easement, CL&P Easement, 250' CL&P Easement, CL&P Easement (40' x 25'), Rights of others in and to Beaver Lake, Driveway, Beach Rights, Sanitary Sewer Easement, and rights of others in and to Beaver Lake Road. As to Parcel 5, Right of Way in favor of The Connecticut Light & Power Company, et al.

26. A reversionary interest contained in a deed from Albert N. Butler to James E. Cooke dated January 29, 1907 and recorded in Volume 119, page 47 of the Meriden Land Record which states that property near "Washington's Head" on Chamberlain Highway shall revert to the City of Meriden for park purposes whenever the grantee, his heirs and/or assigns, shall blast quarry otherwise mutilate any of said property within thirty feet of the cliff known as "Washington's Head." As the same is affected by a quitclaim deed from Albert N Butler to the City of Meriden dated March 30, 1909 and recorded in Volume 126, page 47 of the Meriden Land Records.
27. A certificate of assessment by the City of Meriden Planning Commission and against Meadow Haven, Inc. dated July 1, 1981 and recorded July 2, 1981 in Volume 949, page 155 of the Meriden Land Records.
28. A Declaration of Easement by Meadow Haven, Inc. dated February 23, 1989 and recorded in Volume 1615, page 142 of the Meriden Land Records.
29. A "temporary cul-de-sac" to be built as Part of Section II City of Meriden to be granted easement for access and maintenance shown on a map entitled "Subdivision Plan Section II Summit Wood Carabetta Enterprises, Inc. Dev. Meadow Haven, Inc. Meriden Connecticut" dated March 20, 1980, last revised 7-80, which map is recorded as Map #4112 in the Meriden Town Clerk's office.
30. Such facts, easements, rights of way, conditions, notes, building lines, etc. as shown on three maps entitled "Subdivision Plan Section III Summit Wood Carabetta Enterprises, Inc., Dev. Meadow Haven Inc., Owner" dated April 25, 1980, Sheet 1 of 3 Rev. Aug. 8, 1980, Sheet 2 of 3 and Sheet 3 of 3 which maps are recorded as Maps #4113, 4114 and 4115 in the Meriden Town Clerk's office.
31. Rights of others in and to old roadways crossing or entering the land, including but not limited to the "road to Kensington" and High Avenue Extension. The Company insures that the exercise of said rights will not prohibit or impair the rights of the Insured to cross said roadway for access or for the construction and maintenance of subsurface pipelines or other utilities, provided said rights of others are not substantially impaired during installation and the surface is returned to substantially its original condition following installation of any access or pipelines or other utilities.
32. Rights in and to the Metacomet Trail which crosses the land. The Company insures that the exercise of said rights will not prohibit or impair the rights of the Insured to cross said trail for access or for the construction and maintenance of subsurface pipelines or other utilities,

provided said rights of others are not substantially impaired during installation and the surface is returned to substantially its original condition following installation of any access or pipelines or other utilities.

33. Grant of Easement dated September 19, 1997 and recorded September 23, 1997 in Volume 2294, page 216 of the Meriden Land Records, as amended by Correction Deed Grant of Easement dated May 12, 1998 and recorded May 12, 1998 in Volume 2356, page 103 of the Meriden Land Records.
34. A permit by the City of Meriden Inland Wetlands and Watercourse Commission dated and recorded September 18, 1980 in Volume 914, page 88 of the Meriden Land Records.
35. A Special Exception by the Meriden Zoning Board of Appeals recorded April 6, 1984 in Volume 1097, page 35 of the Meriden Land Records.
36. Terms, conditions and obligations in a Covenant and Agreement by and between the City of Meriden Planning Commission, 1998 Real Estate Trust, Thomas P. Cadden, Trustee, and P.D.C. El Paso Meriden L.L.C. dated August 19, 1998 and recorded in Volume 2386, page 283 of the Meriden Land Records.
37. Certificate of Assessment in favor of the City of Meriden regarding the Meriden Power Plant Project/Summitwood Land and against PDC El Paso Meriden, LLC and Thomas P. Cadden, Trustee of the 1998 Real Estate Trust dated August 25, 1998 and recorded in Volume 2386, page 321 of the Meriden Land Records.
38. Notes, notations, Parking Encroachment, Parking Easement, old highways and Mettacommet Trail crossing the land as shown on a survey entitled "PROPERTY SURVEY PREPARED FOR THOMAS P. CADDEN, TRUSTEE, NRG ENERGY, INC., AND MERIDEN GAS TURBINES LLC, CHAMBERAIN HIGHWAY (ROUTE 71) MERIDEN, CONNECTICUT" dated December 22, 2000 by Milone & MacBroom.
39. Matters shown on a survey entitled "RESUBDIVISION PLAN, PROPOSED ROADWAY & LOT LAYOUT PREPARED FOR P.D.C. EL PASO LLC., CHAMBERLAIN HIGHWAY, MERIDEN, CONNECTICUT" dated July 24, 1998 by Milone & MacBroom

RECEIVED FOR RECORD 11/01/01 AT 3:50
IRENE G. HASSE, CITY CLERK

EXHIBIT C

TAX ASSESSOR CARD + TAX BILL



IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
320	13,141,600	100,000,000	36.688	25,389,800	138,531,400		0521-0249-00
							GIS Ref
							41.5642971
							GIS Ref
							-72.8010002
							Insp Date

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Value	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2011	320	FV	15,683,000	000,000,000	36.688	25,389,800	41,072,800	98,750,960	YEAR END	5/4/2012
2010	320	FV	18,167,840	021,894,600	36.24	382,000	44,739,300	101,317,510	YEAR END	5/4/2011
2009	320	FV	18,167,840	021,894,600	36.24	382,000	44,739,300	101,317,510	YEAR END	4/9/2010
2008	320	CONV	120,357,300	0	24.382	000,44,739,300	101,317,510			1/12/2009
2005	320	OLD	9,140,700	0	33.528	300,42,669,000	29,868,300			1/12/2009

SALES INFORMATION

Grantor	Legal Ref	Typ	Date	Sale Price	V	Tst	Verif	Assoc	PCL	Value	Notes
CADDEN THOMAS	12644-100		1/10/2007	3696000	No	No					
	2378-119		7/28/1991		0	No					

TAX DISTRICT

TAX DISTRICT	PAT ACCT.
--------------	-----------

NARRATIVE DESCRIPTION

This Parcel contains 36.688 Acres of land mainly classified as Ind Bldg with a(n) Laboratory Building Built about 2002, Having Primarily N/A Exterior and N/A Roof Cover, with 1 Units, 0 Baths, 0 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bdrms.

OTHER ASSESSMENTS

Code	Descrpt/No	Amount	Com. Int

PROPERTY FACTORS

File Code	Descrpt	%	Item	Cod	Descrpt
Z	PDD	PDD	U		
o			t		
n			l		
	Census:		xmpl		
	Flood Haz:		10	Topo	
				Stre	
				Traff	

LAND SECTION (First 7 lines only)

Use Code	LUC	No of Units	Depth / Price/Units	Land Type	Land Type	Prime Site
320	Ind Bldg	1598108		Sq Feet	Prime Site	

BUILDING PERMITS

Date	Number	Descrpt	Amount	C/O	Last Visit	Fed Cod	F. Descrpt	Comment	Date	Result	By	Name
1/1/1900	3188		599,314					FORM WORK FOR B	07/28/2011	Review	100	PJR
1/1/1900	3003		108,452					INSTALL PLACEMENT	9/22/2002	Meas	144	CJK
1/1/1900	3002		22,338					STEEL PLACEMENT	5/22/2002	List		
1/1/1900	3002		22,338					INSTALL CONCRETE	5/22/2002	List		
1/1/1900	2959		33,610					INSTALL SPRINKLER	9/22/2002	Meas	144	CJK
									1/1/1900	Review	20	LP
									1/1/1900	Review	20	LP

Sign

EXTERIOR INFORMATION

Type:	Res - Laboratory
Sty Ht:	1 - 1 Story
(Liv) Units	1 Total: 2
Foundatio	
Frame:	A - Rein Steel
Prime Wa	
Sec Wall:	
Roof Stru	
Roof Cov	
Color:	
View / De	

GENERAL INFORMATION

Grade:	1B - AA+
Year Bilt:	2002
Alt LUC	
Jurisdic	
Const Mod:	
Lump Sum Adj	

INTERIOR INFORMATION

Avg HVFL:	20
Prim Int	
Sec Int W	
Partition:	
Prim Floor	
Sec Floor	
Bsmnt Flr	
Bsmnt Ga	
Electric:	
Insulation:	
Int vs Ext:	
Heat Fuel	
Heat Typ:	20 - Warm+Cool
# Heat Sy	
% Heated	100
Solar HW	NO
% Com	

DEPRECIATION

Phys Con:	AV - Average	6.4%
Functiona		
Economic		
Special:		
Override:		
Total:		6.4%

CALC SUMMARY

Basic \$ / SQ:	118.00
Size Adj.:	1.1101737
Const Adj.:	1.5899999
Adj \$ / SQ:	208.291
Other Features	14517
Grade Factor:	2.00
Neighborhood I	1.0000000
LUC Factor:	1.00
Adj Total:	2715152
Depreciation:	173770
Depreciated To	2541382

SPEC FEATURES/YARD ITEMS

Code	Description	A	Y	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/	Dep	LUC	Fact	NB F	Appr Value	J	Jur	Value

COMMENTS

12/14/11 - NEVER RETURNED CALL - JH.

RESIDENTIAL GRID

1st Res G	Des	# Unit
FY LR DR D	K FRRRRBRFBHB L	O
Other		
Upp		
Lvl 2		
Lvl 1		
Low		
Total	RMs:	BR
		Bath
		H

REMODELING RES BREAKDOWN

Exterior	No	Unit	RMS	BRS	FL
Interior					
Addition					
Kitchen:					
Baths:					
Plumbin					
Electric:					
Heating					
General					
Totals					

EXTERIOR INFORMATION BATH FEATURES

Full Ba	Ratin
A Bath	Ratin
3/4 Bat	Ratin
A 3QB	Ratin
1/2 Bat	Ratin
A HBth	Ratin
Othr Fix	Ratin

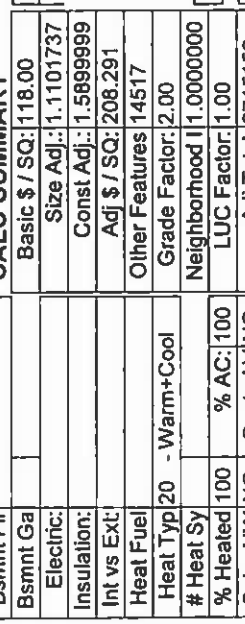
OTHER FEATURES

Kils:	Ratin
A Kils:	Ratin
Fpl:	Ratin
WSFlu	Ratin

CONDO INFORMATION

Location:	
Total Unit	
Floor:	
% Own:	
Name:	

SKETCH



SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
FFL	1st FLOOR	6,448	208.290	1,343,059

SUB AREA DETAIL

Sub	%	Descr	%	Qu	#
Area	Usbl	Type			

Net Sketched Area:	6,448	Total:	1,343,059
Size A	6448	Gross Ar	6448
FinAr			6448

IMAGE

AssessPro Patriot Properties, Inc

PARCEL ID 0521-0249-0033-0000

Code	Description	A	Y	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/	Dep	LUC	Fact	NB F	Appr Value	J	Jur	Value
------	-------------	---	---	-----	----------	------	-----	------	------------	----	-----	-----	------	------	------------	---	-----	-------

More In

Total Yard It

Total Special Feat

Total:



IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
320	2,541,400		0.000	2,541,400	2,541,400		0521-0249-00
Total Card	2,541,400		0.000	2,541,400	2,541,400	Entered Lot Size	GIS Ref
Total Parcel	15,683,000	100,000,000	36.688	25,389,800	141,072,800	Total Land:	41.5642971
Source:	Market Adj Co	Total Value per SQ unit /Car	394.14	/Parc	2.80	Land Unit Type	Insp Date
							-72.8010002

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Item	Land Size	Land Value	Total Valu	Asses'd Valu	Date

SALES INFORMATION

Grantor	Legal Ref	Typ	Date	Sale Price	V	Tst	Verif	Assoc	PCL	Value	Notes

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
Z	PDD		
o			
n			
Census:			
Flood Haz:			
D	1	10	Topo
s			Stree
t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Item	Code	Descrpt	%	Item	Cod	Descrpt
Z	PDD			U		
o				t		
n				l		
Census:				xmpt		
Flood Haz:				10	Topo	
D	1				Stree	
s					Traffi	

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
Z	PDD		
o			
n			
Census:			
Flood Haz:			
D	1	10	Topo
s			Stree
t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
Z	PDD		
o			
n			
Census:			
Flood Haz:			
D	1	10	Topo
s			Stree
t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
Z	PDD		
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n			
Census:			
Flood Haz:			
D	1	10	Topo
s			Stree
t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
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LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
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LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
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t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
D	1	10	Topo
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t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
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LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
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LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
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LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
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LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
D	1	10	Topo
s			Stree
t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Flood Haz:			
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LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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Census:			
Flood Haz:			
D	1	10	Topo
s			Stree
t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
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n			
Census:			
Flood Haz:			
D	1	10	Topo
s			Stree
t			Traffi

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site
320	Ind Bldg		0	0.0000	C2		

PROPERTY FACTORS

Code	Descrpt/No	Amount	Com. Int.
Z	PDD		
o			
n			
Census:			
Flood Haz:			
D	1	10	Topo
s			



AS OF 08/31/2012

GENERAL DATA REAL ESTATE CITY OF MERIDEN

BILL NO: 2011-01-0130118 ORIGINAL OWNER: MERIDEN GAS TURBINES LLC
 UNIQUE ID: 0521 249 033 C/O: C/O MICHAEL BRANNICK ESQ
 LINK# ADDRESS: 211 CARNEGIE CENTER
 FILE# ADDRESS2: PRINCETON NJ 08540
 BANK: CITY ST ZIP: 600 SO MOUNTAIN DR
 ESCROW: COUNTRY: M/B/L: 0521-0249-0033-0000
 VOL/PAGE: 2644-100 PROP LOC.:
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: 1 -

PROP ASSESSED: 98,750,960 ELD CODE: 0
 EXEMPTIONS: 98,750,960 EXMPT CHANGE:
 COC CHANGE:
 NET VALUE:
 MILL RATE: 34.7000
 MILL RATE(D): 34.7 D

*** BILLED ***

CITY	0.00
INST1:	0.00
INST2:	0.00
INST3:	0.00
INST4:	0.00
ADJS:	0.00
TOT TAX:	0.00
TOTAL PAID:	0.00

TOTALS

TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
--------	------	------	------	------	------	------

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
------	-------	------	-----	----------------	------	--------	----------	-------	------	--------

TOTAL PAYMENTS:

TOTAL BALANCE DUE AS OF 08/31/2012

CITY	0.00
LIEN DUE:	0.00
FEES DUE:	0.00
TAX DUE NOW:	0.00
TOT DUE NOW:	0.00
BALANCE DUE:	0.00

*** FLAGS ***

Circuit Breaker Amount: 0 Benefit Year: 0
 Invalid Address Flag No

EXHIBIT D

SITE PLAN

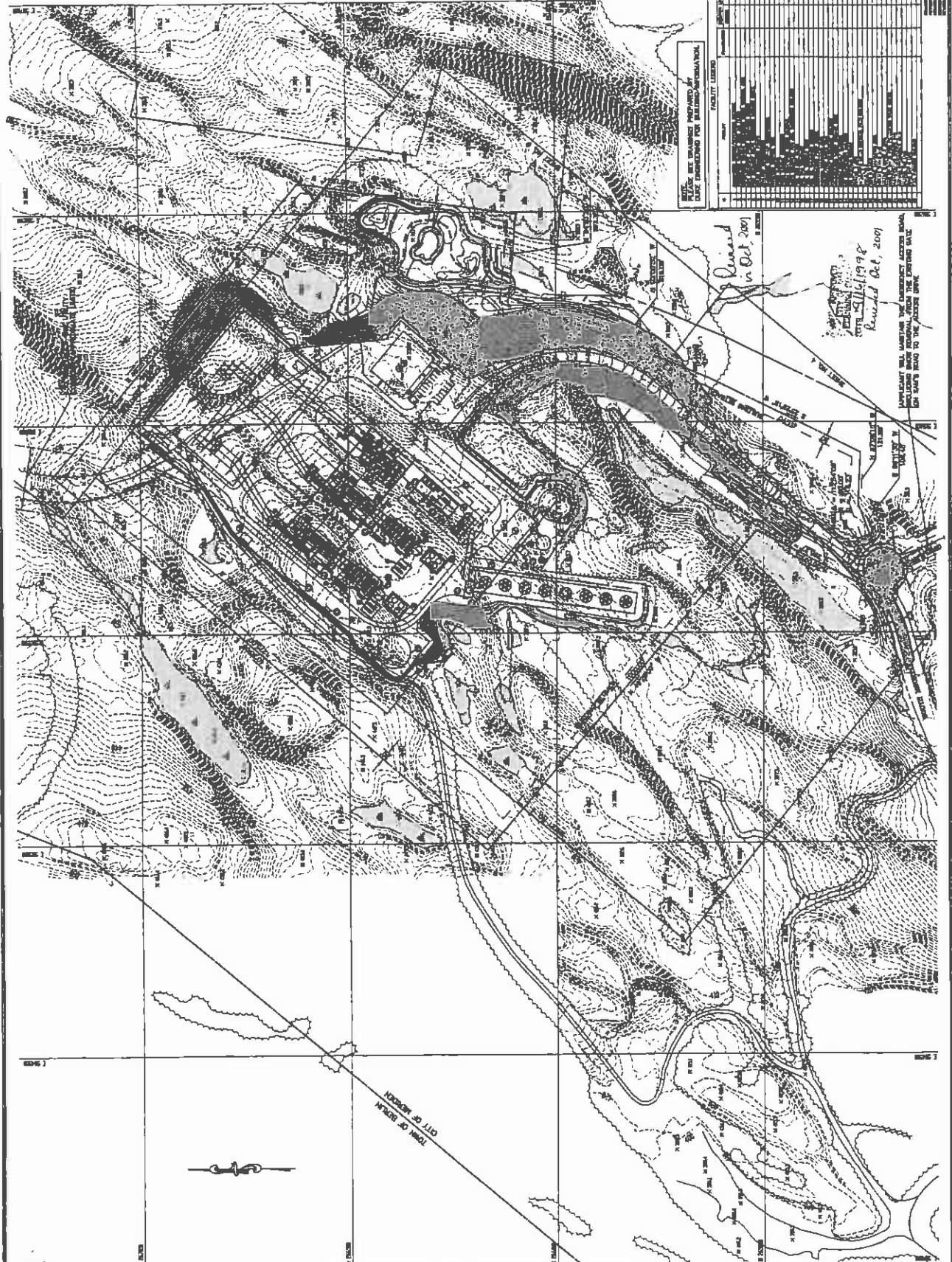
EXHIBIT E
TOPOGRAPHY MAP

DATE	10/16/1998
BY	...
NO.	...
REV.	...
DATE	...
BY	...
NO.	...
REV.	...
DATE	...
BY	...
NO.	...
REV.	...

MIRON & MACBROOM
 CONSULTING ENGINEERS AND ARCHITECTS
 1000 ...
 ...
 ...

COMPONENT SITE PLAN
MERIDEN COMBINED CYCLE FACILITY
 PANEL A

NO.	...
DATE	...
BY	...
NO.	...
DATE	...
BY	...



NO.	DESCRIPTION	DATE
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THIS IS THE LATEST REVISION OF THE FACILITY LAYOUT. ALL PREVIOUS REVISIONS ARE DELETED FROM THIS DRAWING. THE FACILITY LAYOUT IS ON THIS DRAWING TO THE FACILITY LAYOUT.

Revised in Oct, 2007
Revised Oct, 2009

THE FACILITY LAYOUT IS THE PROPERTY OF MIRON & MACBROOM. IT IS TO BE USED ONLY FOR THE PROJECT AND 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 PERMISSION FROM THE ENGINEER. THE FACILITY LAYOUT IS ON THIS DRAWING TO THE FACILITY LAYOUT.



TOWN OF MERIDEN

EXHIBIT F
WETLANDS MAP

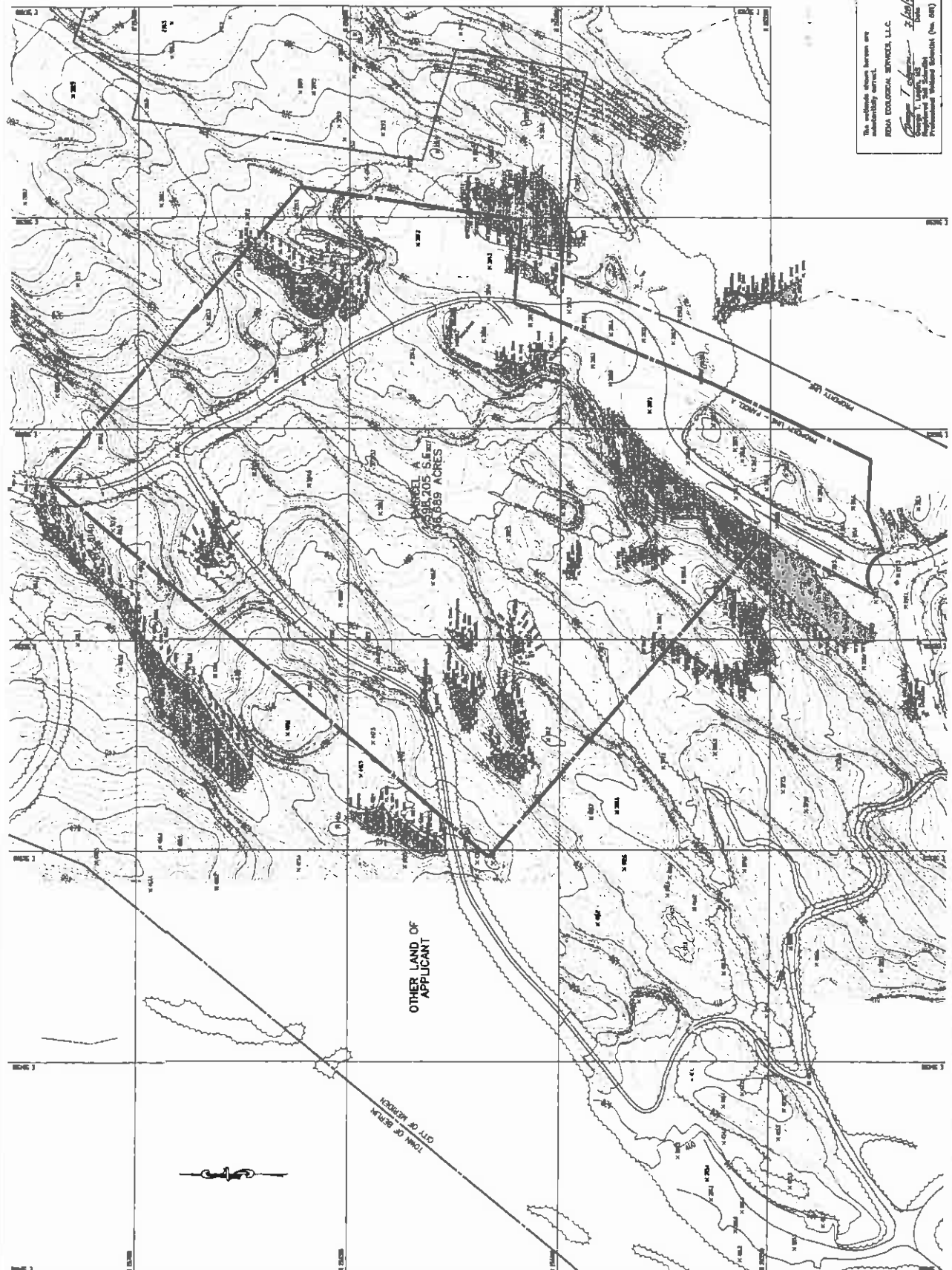
DATE: 08/11/09
 TIME: 10:00 AM
 PROJECT: 0901
 SHEET: 02 OF 04

MILONE & MACBROOM
 PROFESSIONAL ENGINEERS
 20 South Main Street
 South Mountain Drive - Meriden, Connecticut
 06460
 TEL: (860) 235-2200 FAX: (860) 235-2924

PROPOSED ELECTRIC GENERATION FACILITY
 PART 1
 EXISTING CONDITIONS PLAN
 P.O. BOX 1000
 SOUTH MOUNTAIN DRIVE - MERIDEN, CONNECTICUT
 06460

BLACK & VEATCH
 1401 MAIN AVENUE
 CHICAGO, ILLINOIS 60611
 TEL: (312) 456-2000 FAX: (312) 456-2924

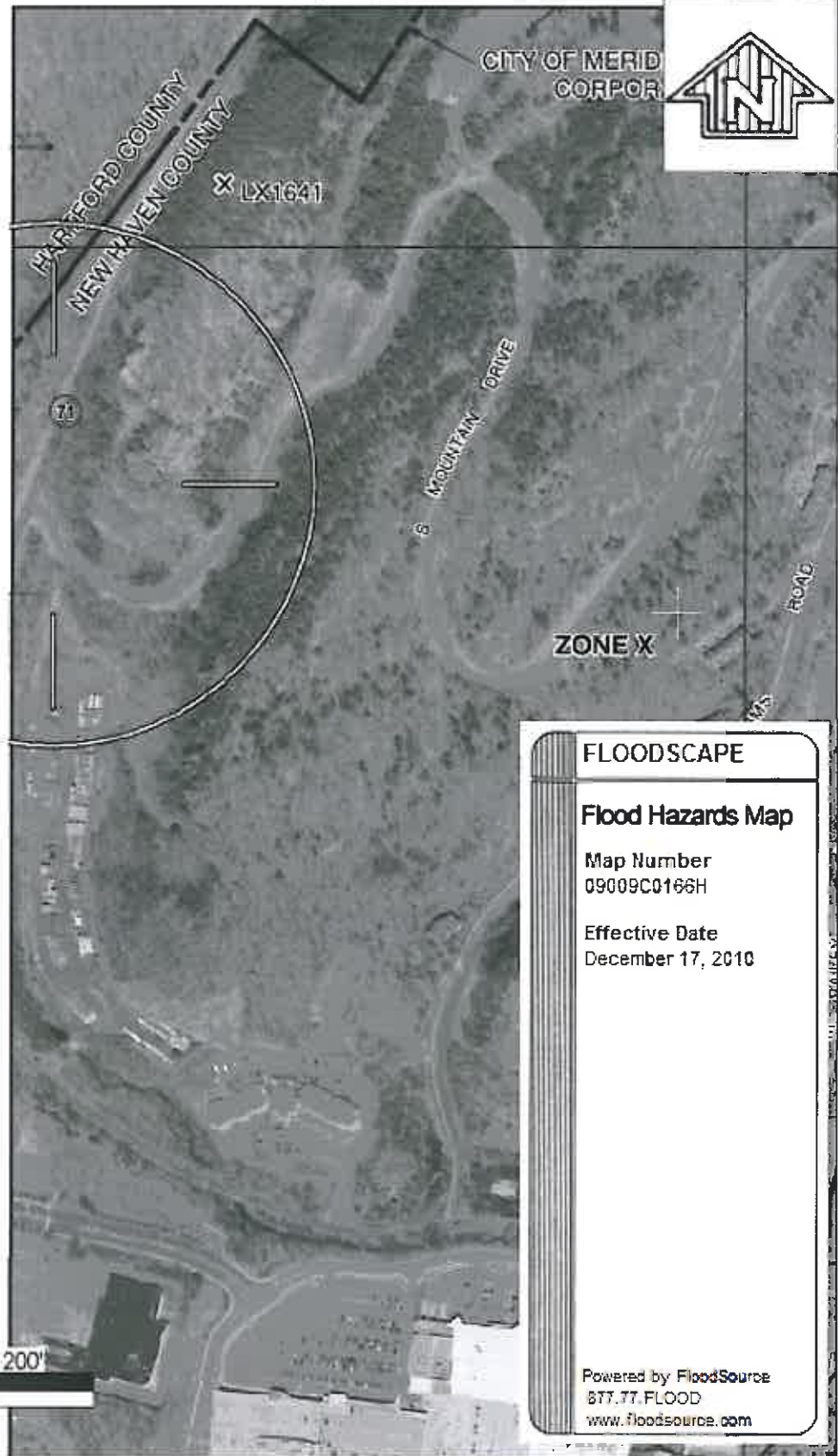
This site plan shows the location of the proposed electric generation facility. The site is located on the east side of the town of Meriden, Connecticut. The site is bounded by the town of Meriden to the north and east, and the town of Berlin to the south. The site is approximately 100 acres in size. The site is currently undeveloped. The site is shown on the map with a boundary line. The site is located on the east side of the town of Meriden, Connecticut. The site is bounded by the town of Meriden to the north and east, and the town of Berlin to the south. The site is approximately 100 acres in size. The site is currently undeveloped. The site is shown on the map with a boundary line.



OTHER LAND OF APPLICANT

TOWN OF BERLIN

EXHIBIT G
FLOOD HAZARD MAP



FLOODSCAPE

Flood Hazards Map

Map Number
 09009C0166H

Effective Date
 December 17, 2010

Powered by FloodSource
 877.77.FLOOD
 www.floodsource.com



FLOODSCAPE

Flood Hazards Map

Map Number
 09009C0162H

Effective Date
 December 17, 2010

Powered by FloodSource
 877.77.FLOOD
 www.floodsource.com

EXHIBIT H
CITY ZONING MAP

EXHIBIT I
APPRAISER LICENSES

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

PATRICK A LEMP
30 CORNELL RD
WEST HARTFORD, CT 06107-2905

has been certified by the Department of Consumer Protection as a licensed

CERTIFIED GENERAL REAL ESTATE APPRAISER

License # **RCG.0000367**

Effective: 05/01/2012

Expiration: 04/30/2013


William M. Rubenstein, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

PETER G MARSELE
145 S CENTER ST
WINDSOR LOCKS, CT 06096-2733

has been certified by the Department of Consumer Protection as a licensed

PROVISIONAL REAL ESTATE APPRAISER

License # RSP-0001897

Effective: 05/01/2012

Expiration: 04/30/2013


William M. Rubenstein, Commissioner

Witness: Lawrence Kendzior

Question CSC-7:

Please provide an updated, detailed account of the subdivision bond and the site plan approval bond, that are referenced in pages 52-54 of the June 4, 2013 public hearing transcript, including, but not limited to, the amounts that have been release and the specific remaining items that the City indicates still need to be addressed.

Response CITY-7:

The City required MGT to provide cash bonds for the site plan and subdivision approvals granted to MGT in 1998. The site plan bond, designated A423, was set in the amount of \$966,690. The subdivision bond, designated A387, was set in the amount of \$919,800. Attached are the line items summaries for the bond amounts.

In September 2003, the City's Planning and Zoning Commission reduced the A423 bond to \$416,000 and the A387 bond to \$210,000. The reduction was at the request of MGT and in response to MGT's completion of portions of the site work. Copies of MGT's bond reduction request, excerpts of the Planning and Zoning Commission's September 10, 2003 meeting minutes, and letters to MGT confirming the bond reduction are attached.

The balance held by the City as of May 30, 2012, was \$693,620. The City's policy is that interest accruing on the bond belongs to the property owner and is not available to the City.

The remaining bonded work that still needs to be addressed by MGT is documented in the memoranda provided in response to Question CSC-3. Additional items may be required; however, the City has not had access to the site property since mid-2012.

BOND NO. A423
 TYPE: C.A.
 DATE: May 25, 2000

PERFORMANCE BOND DATA

APPLICANT	ADDRESS	AMOUNT	COMMISSION PLANNING
PDC El-Paso	600 South Mountain Drive	\$966,690.00	
PAVED AREAS			TOTALS
5100	BITUMINOUS LIP CURBING @ \$5.00/L.F.		\$25,500.00
	CONCRETE SIDEWALK @ \$8.00/S.F.		\$0.00
	CONCRETE APRON @ \$8.00/S.F.		\$0.00
2900	CONCRETE CURBING @ \$13.00/L.F.		\$37,700.00
	GRANITE CURBING @ \$25.00/L.F.		\$0.00
	PERMANENT PAVEMENT REPAIRS @ \$20.00/S.Y.		\$0.00
1250	24' ROAD PAVEMENT @ \$40.00/L.F.		\$50,000.00
STORM DRAINAGE			
36	TYPE C/CL CATCH BASIN @ \$1,700 EACH		\$61,200.00
	TYPE CL CATCH BASIN @ \$1,700 EACH		\$0.00
15	MANHOLE @ \$2000 EACH		\$30,000.00
	CONVERT MANHOLE TO CATCH BASIN @ \$750 EA.		\$0.00
	CONVERT CATCH BASIN TO MANHOLE @ \$750 EA.		\$0.00
	6" UNDERDRAIN @ \$12.00/L.F.		\$0.00
	12" UNDERDRAIN @ \$18.00/L.F.		\$0.00
	15" UNDERDRAIN @ \$32.00/L.F.		\$0.00
	18" UNDERDRAIN @ \$36.00/L.F.		\$0.00
	10" PVC @ \$44.00/L.F.		\$0.00
1770	8" - 15" RCP @ \$20.00/L.F.		\$35,400.00
910	18" RCP @ \$23.00/L.F.		\$20,930.00
	21" RCP @ \$25.00/L.F.		\$0.00
480	24" RCP. ASP OR 12"DIP @ \$33.00/L.F.		\$15,840.00
670	30" RCP @ \$41.00/L.F.		\$27,470.00
	36" RCP @ \$53.00/L.F.		\$0.00
	42" RCP @ \$69.00/L.F.		\$0.00
	48" RCP @ \$79.00/L.F.		\$0.00
	60" RCP @ \$142.00/L.F.		\$0.00
9	FLARED END @ \$500 EA.		\$4,500.00
	12" HEADWALL @ \$380 EA.		\$0.00
	15" HEADWALL @ \$440 EA.		\$0.00
	18" HEADWALL @ \$450 EA.		\$0.00
	21" HEADWALL @ \$470 EA.		\$0.00
	24" HEADWALL @ \$525 EA.		\$0.00
	30" HEADWALL @ \$740 EA.		\$0.00
	36" HEADWALL @ \$810 EA.		\$0.00
	42" HEADWALL @ \$1000 EA.		\$0.00
	48" HEADWALL @ \$1100 EA.		\$0.00
	60" HEADWALL @ \$2000 EA.		\$0.00
2	OIL/GRIT SEPARATOR		\$4,000.00
	12" CORRUGATED ALUMINUM PIPE @ \$25.00/L.F.		\$0.00
	15" CORRUGATED ALUMINUM PIPE @ \$26.00/L.F.		\$0.00
2	OUTLET STRUCTURE		\$4,000.00
	4X4X4 LEACHING GALLERY @ 700 EA.		\$0.00
	INFILTRATOR UNITS @ \$105 EA.		\$0.00

SANITARY SEWER		
	SANITARY MANHOLE @ \$2000.00 EA.	\$0.00
	6" PVC @ \$35.00/L.F.	\$0.00
	8" PVC @ \$40.00/L.F.	\$0.00
WATER		
	8" DUCTILE IRON @ \$30.00/L.F.	\$0.00
	10" DUCTILE IRON @ \$32.00/L.F.	\$0.00
	12" DUCTILE IRON @ \$34.00/L.F.	\$0.00
	16" DUCTILE IRON @ \$40.00/L.F.	\$0.00
	4 HYDRANT ASSEMBLY @ \$2000 EA.	\$8,000.00
EROSION CONTROL		
	3650 HAY BALES @ \$4.00/L.F.	\$14,600.00
	3650 SILT FENCE @ \$4.00/L.F.	\$14,600.00
	EROSION CONTROL LINING @ \$4.00/S.Y.	\$0.00
	LOAM AND SEED @ \$2.00/S.Y.(Inc. drainage swale)	\$0.00
	STANDARD RIP-RAP @ \$30.00/C.Y.	\$0.00
	INTERMEDIATE RIP-RAP @ \$35.00/C.Y.	\$0.00
	25 MODIFIED RIP-RAP @ \$40.00/C.Y.	\$1,000.00
	28000 SOD / GROUND COVER @ \$6.00/S.Y.	\$168,000.00
LANDSCAPING		
	WOOD CHIP MULCH @ \$3.00/S.Y.	\$0.00
	92 TREES @ \$150.00 EA.	\$13,800.00
	8200 SHRUBS @ \$50.00 EA.(GROUND COVER AND HERBACEOUS PLANTS AT 3/5%)	\$410,000.00
MISCELLANEOUS		
	STREET SIGNS @ \$50.00 EA.	\$0.00
	GABBIONS @ \$150.00/C.Y.	\$0.00
	EARTH EXCAVATION @ \$7.00/C.Y.	\$0.00
	CONCRETE MONUMENTS @ \$200.00 EA.	\$0.00
	IRON PINS @ \$100.00 EA.	\$0.00
	4' CHAIN LINK FENCE @ \$15.00/L.F.	\$0.00
	6' CHAIN LINK FENCE @ \$18.00/L.F. W/ SLATS	\$0.00
	CONCRETE BLOCK WALL @ \$22.00/L.F.)	\$0.00
	STOP SIGN/TURN SIGN @ 150.00 EACH	\$0.00
	2 HANDICAPPED SIGN @ \$75 EA.	\$150.00
	20 ON SITE LIGHTS @ \$1000.00 EA. / OR AS NEEDED	\$20,000.00
	BOND TOTAL	\$966,690.00
	EROSION CONTROL	\$198,200.00
	TOTAL EXCLUDING EROSION CONTROL	\$768,490.00

THIS BOND IS NOT CONFINED TO THE ABOVE ITEMIZATION, BUT IS REFLECTIVE OF ALL THE PROPOSED IMPROVEMENTS ON THE APPROVED PLAN.

FINAL RELEASE IS CONDITIONED ON PROVISION OF "AS-BUILTS" PER ENGINEERING DEPARTMENT'S APPRO

NEED APPROVAL FROM CHIEF OF POLICE BEFORE INSTALLATION OF HANDICAP PARKING SIGNS AND STOP SIGNS

BOND NO. A387
TYPE: Subdivision

PERFORMANCE BOND DATA

APPLICANT ADDRESS
PDC El Paso Chamberlain Highway
(Power Plant) 600 South Mountain Road

PAVED AREAS	TOTALS
12000 BITUMINOUS LIP CURBING @ \$5.00/L.F.	\$60,000.00
CONCRETE SIDEWALK @ \$8.00/S.F.	\$0.00
CONCRETE APRON @ \$8.00/S.F.	\$0.00
250 CONCRETE CURBING @ \$13.00/L.F.	\$3,250.00
GRANITE CURBING @ \$25.00/L.F.	\$0.00
4 PERMANENT PAVEMENT REPAIRS @ \$20.	\$80.00
6000 30' ROAD PAVEMENT @ \$40.00/L.F.	\$240,000.00

STORM DRAINAGE

60 TYPE C CATCH BASIN @ \$1,700 EACH	\$102,000.00
2 TYPE CL CATCH BASIN @ \$1,700 EACH	\$3,400.00
MANHOLE @ \$2000 EACH	\$0.00
CONVERT MANHOLE TO CATCH BASIN @	\$0.00
CONVERT CATCH BASIN TO MANHOLE @	\$0.00
6" UNDERDRAIN @ \$12.00/L.F.	\$0.00
12" UNDERDRAIN @ \$18.00/L.F.	\$0.00
15" UNDERDRAIN @ \$32.00/L.F.	\$0.00
18" UNDERDRAIN @ \$36.00/L.F.	\$0.00
24" UNDERDRAIN @ \$44.00/L.F.	\$0.00
12" RCP OR H.D.P.E @ \$17.00/L.F.	\$0.00
3950 15" RCP OR H.D.P.E @ \$20.00/L.F.	\$79,000.00
1350 18" RCP @ \$23.00/L.F.	\$31,050.00
21" RCP @ \$25.00/L.F.	\$0.00
160 24" RCP, A.S.P OR 12" D.I.P @ \$33.00/L.F.	\$5,280.00
40 30" RCP @ \$41.00/L.F.	\$1,640.00
36" RCP @ \$53.00/L.F.	\$0.00
42" RCP @ \$69.00/L.F.	\$0.00
48" RCP @ \$79.00/L.F.	\$0.00
60" RCP @ \$142.00/L.F.	\$0.00
12 FLARED END @ \$500 EA.	\$6,000.00
12" HEADWALL @ \$380 EA.	\$0.00
15" HEADWALL @ \$440 EA.	\$0.00
18" HEADWALL @ \$450 EA.	\$0.00
21" HEADWALL @ \$470 EA.	\$0.00
24" HEADWALL @ \$525 EA.	\$0.00
30" HEADWALL @ \$740 EA.	\$0.00
36" HEADWALL @ \$810 EA.	\$0.00
42" HEADWALL @ \$1000 EA.	\$0.00
48" HEADWALL @ \$1100 EA.	\$0.00
60" HEADWALL @ \$2000 EA.	\$0.00
CONCRETE BOX CULVERT @ \$800/L.F.	\$0.00
12" CORRUGATED ALUMINUM PIPE @ \$25	\$0.00
15" CORRUGATED ALUMINUM PIPE @ \$26	\$0.00
6X6 DRYWELL @ \$2000 EA.	\$0.00
4000 MODIFIED RIP-RAP @ \$40.00/C.Y.	\$160,000.00

SANITARY SEWER

SANITARY MANHOLE @ \$2000.00 EA.	\$0.00
6" PVC @ \$35.00/L.F.	\$0.00
8" PVC @ \$40.00/L.F.	\$0.00

WATER

8" DUCTILE IRON @ \$30.00/L.F.	\$0.00
10" DUCTILE IRON @ \$32.00/L.F.	\$0.00
12" DUCTILE IRON @ \$34.00/L.F.	\$0.00
16" DUCTILE IRON @ \$40.00/L.F.	\$0.00
HYDRANT ASSEMBLY @ \$2000 EA.	\$0.00

EROSION CONTROL

1250 HAY BALES @ \$4.00/L.F.	\$5,000.00
5500 SILT FENCE @ \$4.00/L.F.	\$22,000.00
EROSION CONTROL LINING @ \$4.00/S.Y.	\$0.00
8000 LOAM AND SEED @ \$2.00/S.Y.(6'/SIDE)	\$16,000.00
STANDARD RIP-RAP @ \$30.00/C.Y.	\$0.00
INTERMEDIATE RIP-RAP @ \$35.00/C.Y.	\$0.00
MODIFIED RIP-RAP @ \$40.00/C.Y.	\$0.00

LANDSCAPING

WOOD CHIP MULCH @ \$3.00/S.Y.	\$0.00
TREES @ \$150.00 EA.	\$0.00
SHRUBS @ \$50.00 EA.	\$0.00
SOD @ \$6.00/S.Y.	\$0.00

MISCELLANEOUS

1 STREET SIGNS @ \$50.00 EA.	\$50.00
GABBIONS @ \$150.00/C.Y.	\$0.00
24500 EARTH EXCAVATION @ \$7.00/C.Y.	\$171,500.00
62 CONCRETE MONUMENTS @ \$200.00 EA.	\$12,400.00
10 IRON PINS @ \$100.00 EA.	\$1,000.00
4' CHAIN LINK FENCE @ \$15.00/L.F.	\$0.00
6' CHAIN LINK FENCE @ \$18.00/L.F.	\$0.00
6' STOCKADE FENCE @ \$12.00/L.F.	\$0.00
STREET LIGHTS @ \$1000.00 EA.	\$0.00
HANDICAPPED SIGNS @ \$75.00 EA.	\$0.00
1 STOP SIGN, TURN SIGN @\$150.00 EA.	\$150.00

BOND TOTAL \$919,800.00
EROSION CONTROL \$43,000.00
TOTAL LESS EROSION CONTROL \$876,800.00

THIS BOND IS NOT CONFINED TO THE ABOVE ITEMIZATION, BUT IS REFLECTIV

OF ALL THE PROPOSED IMPROVEMENTS ON THE APPROVED PLAN.

FINAL RELEASE IS CONDITIONED ON PROVISION OF 'AS-BUILTS' PER

ENGINEERING DEPARTMENT'S APPROVAL.

Bond prices revised on November 3, 1997.

MERIDEN GAS TURBINES LLC

1866 River Road
P.O. Box 1001
Middletown, CT 06457

File: MERIDEN ~~XXXX~~
By US Mail

June 6, 2003

Meriden Planning Commission
City Hall
142 East Main Street
Meriden, CT 06450

Attention: Mr. Roger DeZinno

Subject: Meriden Combined Cycle Facility
Re: Performance Bond A367 Adjustment for Substantial Completion on the
Subdivided Property

Dear Mr. DeZinno:

Meriden Gas Turbines LLC hereby requests that the Meriden Planning Commission review the substantial completion of works at the Meriden Combined Cycle site with regard to the work related to Performance Bond A367 and grant a bond reduction and joint bank account cash reduction. We have attached a preliminary summary of work completed per our South Mountain Drive analysis with applicable photographs.

Please contact Mr. Joe Richardson at 612-313-8786 if you have any questions or comments.

Very truly yours,

William J. Moran
Project Director
on behalf of Meriden Gas Turbines LLC

Cc: Bill Boyd
Joe Richardson

Attachments: 12 Photographs
Copy of Performance Bond A367 Data

Meriden Gas Turbines Preliminary Review of Work Complete for Bond A367

<u>WORK SCOPE</u>	<u>STATUS / MGT RECOMMENDATION</u>
PAVED AREAS	
Bituminous lip curbing	100% Complete
Concrete curbing	100% Complete
Permanent Pavement Repair	100% Complete
30 foot pavement	80% Complete
STORM DRAINAGE	
Type C/CL Catch basin	100% Complete
15" RCP	100% Complete
18" RCP	100% Complete
24" RCP	100% Complete
30" RCP	100% Complete
Flared end	100% Complete
Modified Rip Rap	100% complete
EROSION CONTROL	
Hay Bales	100% complete
Silt Fences	100% complete
Loam and Seed	100% complete
MISCELLANEOUS	
Signs	100% Complete
Excavation	100% Complete
Monuments	100% Complete
Pins	100% Complete
Stop Sign	Not complete
Joint Bank Account for Erosion Control	\$43,000. Request 100% Reduction for total completion
Remaining Bond Amount	\$576,800. Request reduction per above noted progress

This approval is expanded to four (4) additional projects:

1. Sidewalks along Oregon Road.
2. The installation for the gates at Baldwin Pond Park.
3. Road improvements at the corner of Hanover and Coe Avenue by the Stonehouse Bakery to ensure the safety of motorists and pedestrians.
4. Installation of lights at the Platt and Maloney High School football fields

4. **OLD BUSINESS**

k. **Bond Releases**

1. **115-169 Barberry Lane -- Runge Drive Subdivision -- Bond Release;**
Commissioner Geary's motion to table was seconded by Commissioner Murdy and unanimously passed.

2. **Runge Drive -- Street Acceptance;**
Commissioner Murdy's motion to table was seconded by Commissioner Giampietro and unanimously passed.

3. **600 South Mountain Drive -- Meriden Combined Cycle Facility -- Power Plant -- Bond reduction;**
b. **Certificate of Approval Bond**
Commissioner Giampietro motioned to reduce the bond to retain \$416,000.00 (including erosion control bond amounting to \$198,200.00). The rest of the bond amounting to \$550,690.00 can be released at this time. The motion was seconded by Commissioner Geary and unanimously approved.

a. **Subdivision bond**
Commissioner Giampietro motioned to reduce the subdivision bond to \$210,000.00 including \$8,600.00 for erosion control. The rest of the bond amounting to \$709,800.00 can be released at this time. The motion was seconded by Commissioner Geary and unanimously passed.

4. **474 Chamberlain Highway -- Target Stores -- Bond Release;**
Staff is awaiting inspection and report from Engineering Department and recommended tabling at this time. Commissioner Geary's motion to table was seconded by Commissioner Giampietro and unanimously approved.

5. **158 Paddock Avenue -- Paddock Village, bond release;**
Staff is awaiting inspection and report from Engineering Department and recommended tabling at this time. Commissioner Giampietro's motion to table was seconded by Commissioner Geary and unanimously approved.

September 16, 2003

Mr. William Moran, Project Director
Meriden Gas Turbines, LLC
1866 River Road, P. O. Box 1001
Middletown, CT 06457

RE: Certificate of Approval Application - South Mountain Drive – Bond Release

Dear Mr. Moran:

The Planning Commission at their regular meeting of September 10, 2003 voted to reduce the bond to retain \$416,000.00 (including erosion control bond amounting to \$198,200.00). The rest of the bond amounting to \$550,690.00 can be released can be released at this time.

Please contact this department to effectuate the bond release.

Very truly yours,

Lata Krishnarao, AICP
Assistant City Planner

LK/hms

CC: Paul Kopek, Asst. City Engineer

September 16, 2003

Mr. William Moran, Project Director
Meriden Gas Turbines, LLC
1866 River Road, P. O. Box 1001
Middletown, CT 06457

**RE: Meriden Combined Cycle Facility – (Power Plant)
Chamberlain Highway – Subdivision Bond**

Dear Mr. Moran:

The Planning Commission at their September 10, 2003 voted to reduce the subdivision bond to \$210,000.00 including \$8,600.00 for erosion control. The rest of the bond amounting to \$709,800.00 can be release at this time.

Please contact this department to effectuate this bond release.

Very truly yours,

Lata Krishnarao, AIC
Assistant City Planner

LK/hms

CC: Paul Kopek, Asst. City Engineer

Witness: Lawrence Kendzior

Question CSC-8:

Please submit a copy of the original Tax Agreement and a copy of the 2008 modified Tax Agreement referenced in the June 4, 2013 public hearing transcript at pages 60-61, pages 66-68 and pages 94-99.

Response CITY-8:

The Property Tax Payment Settlement Agreement, which includes the Property Tax Payment Agreement, dated October 29, 2001, as Exhibit A, is attached.

PROPERTY TAX PAYMENT SETTLEMENT AGREEMENT

THIS PROPERTY TAX PAYMENT SETTLEMENT AGREEMENT (the "Settlement Agreement") is made and entered into by and between Meriden Gas Turbines LLC, a Delaware limited liability company ("MGT"), and the City of Meriden, Connecticut ("City") a Connecticut municipal corporation as of the Effective Date (as defined in paragraph 13 below).

WHEREAS, MGT intends to construct, install, own and operate at a location on the extension of South Mountain Road from its intersection with the Chamberlain Highway, in the City of Meriden, Connecticut (the "Site"), a combined cycle electricity generating station with a Summer Seasonal Claimed Capability of 510 MW, including all structures, equipment, fixtures, machinery and appurtenances related thereto and used in connection therewith (the "Generating Station"); and

WHEREAS, MGT and the City entered into a Property Tax Payment Agreement, a copy of which is attached hereto as Exhibit "A", on or about October 29, 2001 (the "Agreement"); and

WHEREAS, on September 30, 2004 MGT notified the City that it was terminating the Agreement and the City thereafter informed MGT it was rejecting the MGT termination; and

WHEREAS, on May 24, 2005, MGT filed suit against the City in the Connecticut Superior Court, Judicial District of New Haven at Meriden (and assigned Docket Nos. NNI-CV-0504003243S and NNI-CV-0504003244S), seeking, among other relief, a declaratory judgment that the Agreement was properly terminated (the "Litigation"); and

WHEREAS, after extensive discussions, MGT and the City have entered into this Settlement Agreement to resolve the Litigation; and

WHEREAS, each of MGT and the City acknowledges and believes that the Agreement and the Settlement Agreement comply with applicable Connecticut law, including Connecticut General Statutes § 32-71a(a) (Section 86 of Connecticut Public Act 01-09); and

WHEREAS, each of MGT and the City represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement and that this Agreement constitutes a legal, valid and enforceable obligation.

NOW THEREFORE, it is hereby agreed as follows:

1. Retention of Tax Payments. The City shall retain all tax payments made by, for or on behalf of MGT subsequent to the execution of the Agreement in full satisfaction of any and all tax payments, interest or penalties due under the terms of the Agreement or as otherwise assessed by the City through and including Year 7 of the Payment Schedule in Exhibit B to the Agreement ("Exhibit B") and/or the 2007 Grand List (Tax Year 7/1/08-6/30/09) for the real and personal property comprising the Generating Station or located at or on the Site. No additional tax payments, interests or penalties shall be due for any prior tax year.

2. Revised Payments. For so long as MGT has not submitted a Notice of Abandonment (as defined in Paragraph 6 below) to the City and prior to the earlier of (a) the first day of the Exhibit B Year after Recommencement of Construction (as defined below) or (b) the first day of Exhibit B Year 13 (Tax Year 7/1/14 – 6/30/15) (such date, the "Exhibit B Resumption Date"), MGT shall make the following indicated payments ("Revised Payments") to the City, in full satisfaction (except as provided in Paragraph 3 with respect to the Deferred Amount) of all real and personal property taxes due and payable on the subject real and personal property on the Site under the terms of the Agreement or as otherwise assessed by the City:

Exhibit B Year	Payment Due Date	Tax Year	Revised Payment Amount	Deferred Amount
8	7/1/2009	7/1/09 – 6/30/10	\$2,331,600	\$ 450,000
9	7/1/2010	7/1/10 – 6/30/11	\$2,012,916	\$ 625,000
10	7/1/2011	7/1/11 – 6/30/12	\$1,919,545	\$ 687,500
11	7/1/2012	7/1/12 – 6/30/13	\$1,826,491	\$ 750,000
12	7/1/2013	7/1/13 – 6/30/14	\$1,808,756	\$ 775,000

For greater certainty, the July 1, 2009 payment shall correspond to and be in lieu of the required Exhibit B Year 8 payment and/or the 2008 Grand List assessment (Tax Year 7/1/09-6/30/10). A payment on July 1, 2010 under this paragraph shall correspond to the required Exhibit B Year 9 payment and the 2009 Grand List (Tax Year 7/1/10-6/30/11), etc. For the purposes of this Settlement Agreement, "Recommencement of Construction" shall mean the delivery to the Site hereafter of at least one of the following major components of the Generating Station: a gas turbine, a steam turbine, a complete heat recovery steam generator, or a generator step-up transformer unit.

3. Deferred Payment Amounts. For each Exhibit B Year that a Revised Payment is made, the associated Deferred Amount shall be accrued and, beginning with the Exhibit B Resumption Date, repaid without interest in equal installments over five (5) years ("Deferred Payment Installments") on each date normally scheduled for payments under the Agreement. If MGT has submitted a Notice of Abandonment pursuant to Paragraph 6, or if the Generating Station, the Site or MGT shall be sold,

prior to the end of the term of the Agreement, MGT shall repay the entire remaining accrued and unpaid Deferred Amounts immediately upon the effective date of such abandonment or upon the date of such sale. MGT shall provide the City security for any accrued and unpaid Deferred Amounts in the form of: (a) a letter of credit from a bank with a minimum credit rating of AA- (by a nationally recognized rating agency such as Moody's or Standard & Poors) in a form reasonably acceptable to the City or (b) a corporate guarantee from NRG Energy Inc. in the form attached as "Exhibit B" to this Settlement Agreement.

4. Reversion to Exhibit B Payment Schedule. Beginning with the payment due on the Exhibit B Resumption Date, all remaining payments under the Agreement shall revert to the tax payment schedule in Exhibit B of the Agreement (plus the Deferred Payment Installments as indicated in Section 3 above).
5. Generating Station Capacity. To the extent the Generating Station that becomes commercially operational varies in net megawatt ("MW") output by more than 10% from that described in the Agreement, the tax payments shall be revised by scaling the remaining annual payments up or down in accordance with the following formula:

New annual tax payment = Original annual tax payment * (Summer Seasonal Claimed Capability established upon commercial operation date/510MW).

6. Notice of Abandonment. MGT shall provide the City with a minimum of one (1) year prior written notice (the "Notice of Abandonment") before its relinquishment or surrender (including its non-renewal or the expiration without efforts to renew) of permits for construction and operation of the Generating Station (to the extent such permits may be relinquished or surrendered or expire); provided, however, that MGT shall not be required to relinquish its rights with respect to interconnection in connection with the foregoing. Upon delivery of the Notice of Abandonment, the City shall cease to regard the Site as a power generating facility property for all purposes effective beginning the next full Tax Year. The parties shall work cooperatively and in good faith to cause a tax assessment to be established based upon the then fair market value of the real and personal property assuming the Site's best and highest use other than use as a power generating facility as of the first property valuation date (i.e., October 1) occurring after the giving of the written notice. The new tax amount shall be effective for the next succeeding full Tax Year after the effective date of the Notice of Abandonment. Additionally, the termination provisions set forth in Section 14 of the Agreement shall remain in full force and effect; provided, however, prior to the commercial operation date of the Generating Station, MGT may only terminate the Agreement pursuant to Section 14 if the conditions of this Paragraph 6 are met. Additionally, the provisions of this Settlement Agreement shall survive any termination of the Agreement by MGT under Section 14 thereof.

7. Buyer Credit Requirements. With respect to any sale of the Generating Station, the Site or MGT, the buyer must meet minimum credit requirements to be established by the parties, unless the Generating Station Project has been abandoned pursuant to Paragraph 6 and the required permits or approvals have expired or been surrendered, relinquished or not renewed. MGT shall notify the City in writing within seven (7) days of the execution of a binding purchase and sale document with respect to the Generating Station, the Site or MGT. Additionally, MGT shall provide the City written notice at the time of launch of a sale process related to MGT, the Generating Station or the Site that involves negotiation simultaneously with more than two potential buyers, a public auction or general solicitation. The City agrees to keep this information confidential to the extent permitted by law.

8. Quarterly Reporting. MGT shall provide the City with a written quarterly report discussing the status of its efforts to secure a commercially operational Generating Station Project. Provision of the reports shall be a condition of this Settlement Agreement, which also serves to settle the parties pending litigation, and the City shall, to the extent permitted by law, keep these reports confidential.

9. Construction Bonds. Upon satisfaction of Planning Commission conditions, the City shall release all bonds or other security (totaling approximately \$600,000 as of the Effective Date) posted by or on behalf of MGT for roadway construction, subdivision improvements and other improvements related to the Site. The City agrees that, upon the Effective Date, the City and MGT shall commence good faith discussions concerning whether any Planning Commission conditions remain unsatisfied. In any event, no later than thirty (30) days from the Effective Date, the City shall notify MGT in writing of any such unsatisfied conditions that prevent the release of the referenced bonds. If the parties are unable to agree on the remaining unfulfilled conditions within 30 days after delivery of this notice or if the parties agree that the cost of satisfaction of the remaining conditions may exceed the value of the bonds, the City may draw upon the bonds in full satisfaction of any and all MGT obligations in respect of roadway construction and subdivision improvements.

10. Visual Impacts. Upon the Effective Date, the City and MGT shall commence good faith discussions to identify and attempt to agree upon reasonable and commercially feasible options for mitigating the visual impact of the Generating Station project on the community. The parties shall implement any such mutual agreement on this matter upon Notice of Abandonment or, if earlier, as soon as practicable after Recommendation of Construction. Any agreed upon activities to mitigate visual impacts shall be incorporated into updates to the Development and Management Plan submitted to the Connecticut Siting Council ("CSC") and shall be subject to CSC's final approval.

11. Stipulated Judgment. This Settlement Agreement, and the settlement reflected herein, shall be memorialized in a stipulated judgment and the parties shall request a determination by the Superior Court that the Agreement, as modified by this Settlement Agreement and the referenced Stipulated Judgment, complies with Connecticut General Statutes Section 32-71a(a).

12. Notices. All notices, reports and other communications required under this Settlement Agreement shall be in writing and shall be made in accordance with the requirements set out in Section 13 of the Agreement.

13. Mutual Covenants and Releases.

a. Release.

i. As of the Effective Date (as defined below) and in consideration of this Settlement Agreement, each of Meriden Gas Turbines LLC on its own behalf and on behalf of each of its respective former, current and future partners, successors, subsidiaries and affiliates, and their respective parent entities, affiliates, stockholders, officers, directors, principals, advisors, employees and agents (collectively, the "MGT Releasing Parties") hereby releases and forever discharges the City of Meriden, Connecticut, all of its former, current, and future subsidiaries and affiliates and successors and its respective managers, elected officials, boards, commissions, tax assessors and tax collectors, employees and agents (collectively, the "City Released Parties") against and from all liabilities, damages, losses, claims, demands, suits, costs and expenses (collectively "Liabilities") to MGT's Releasing Parties, arising out of or relating to the Property Tax Payment Agreement, including any real and personal property taxes due the City by MGT, from the date of the Agreement through and including the date of this Settlement Agreement.

ii. As of the Effective Date (as defined below) and in consideration of this Settlement Agreement, the City of Meriden, Connecticut on its own behalf and on behalf of each of its respective former, current and future subsidiaries and affiliates and successors and its respective managers, elected officials, boards and commissions, tax assessors and tax collectors, employees and agents (collectively, the "City Releasing Parties") hereby releases and forever discharge each of Meriden Gas Turbines LLC on its own behalf and on behalf of each of its respective former, current and future partners, successors, subsidiaries and affiliates, and their respective parent entities, affiliates, stockholders, officers, directors, principals, advisors, employees and agents (collectively, the "MGT Released Parties") against and from all Liabilities to City Releasing Parties, arising out of or relating to the Property Tax Payment Agreement, including any real and personal property taxes due the City by MGT, from the date of the Agreement through and including the date of this Settlement Agreement.

iii. The MGT Releasing Parties and the City Releasing Parties are herein collectively referred to as the "Releasing Parties", and the MGT Released Parties and the City Released Parties are herein referred to collectively as the "Released Parties."

iv. The releases provided in this Paragraph 12(a) do not extend to or affect the rights of the Releasing Parties to enforce this Settlement Agreement against the Released Parties.

b. Covenant Not to Sue.

i. As of the Effective Date, each of the Releasing Parties covenants and agrees with respect to any matters released pursuant Section 12(a) above not to (a) seek indemnification or contribution from any Released Party, (b) initiate legal action against any Released Party, or (c) implead or interplead any Released Party in any legal action initiated by any governmental authority, any third party or otherwise; provided however, that nothing in this Agreement shall affect the ability of the Releasing Parties to take testimony or other discovery, or to compel testimony, from the Released Parties.

ii. The covenants described in Paragraph 13.b.i shall run between all Releasing Parties, on the one hand, and all Released Parties, on the other hand. These covenants do not apply to any Liabilities arising from a failure of MGT and/or the City to meet a requirement of this Settlement Agreement or to any action or failure to act occurring under the Agreement or this Settlement Agreement occurring on or after the Effective Date. This covenant cannot be relied on by any other person or entity.

14. Effective Date. Notwithstanding anything to the contrary, this Settlement Agreement shall become effective upon the date of approval by the Connecticut Superior Court of a Stipulated Judgment, which judgment shall include as an exhibit a fully executed copy of this Settlement Agreement, settling the Litigation between the parties (the "Effective Date").

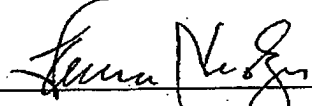
15. Definitions and Defined Terms. All capitalized terms not otherwise defined in this Settlement Agreement shall have the meaning ascribed to them in the Agreement.

16. The Agreement. As of the Effective Date, all remaining contingencies under the Agreement shall be waived and released with the result that the Agreement, as modified and amended by this Settlement Agreement and the Stipulated Judgment, shall be deemed to be in full force and effect.

17. July 7, 2008 Order. Also as of the Effective Date, all amounts due and owing under orders entered into the record in the Litigation on July 7, 2008 shall be deemed fully paid as part of the amounts paid under this Settlement Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Settlement Agreement by their duly authorized representatives as of the day and year first written above

CITY OF MERIDEN, CONNECTICUT

By: 
Lawrence J. Kendzior
Its: City Manager

MERIDEN GAS TURBINES LLC



By:  
John W. Ragan
Its: President

Exhibit A

PROPERTY TAX PAYMENT AGREEMENT

FILE COPY	
PROJECT NAME	MERIDEN
FILE NO. #260	
ROUTE	16
MAP REFERENCE	
ASSESSOR	
TAXPAYER	
DATE	10/29/01

THIS PROPERTY TAX PAYMENT AGREEMENT ("Agreement") is made and entered into as of Oct 29th, 2001, between Meriden Turbines LLC, a Delaware limited liability company ("MGT") and the City of Meriden, Connecticut ("City").

RECITALS:

A. MGT intends to construct, install and own at a location on the extension of South Mountain Road from its intersection with the Chamberlain Highway, in the City of Meriden, Connecticut (the "Project Premises") an approximately 540 megawatt, combined cycle electricity generating station ("Generating Station") and all structures, equipment, fixtures, machinery and appurtenances related thereto and used in connection therewith as more fully described herein (the "Generating Station Project").

B. The parties hereto each acknowledge that this Agreement complies with applicable Connecticut law and that Sec. 86 of P.A. 01-09 grants to the City the power to enter into this Agreement with respect to the Generating Station Project.

C. Each Party represents that it has all necessary power and authority to enter into and perform its' obligations under this Agreement and that this Agreement constitutes a legal, valid and enforceable obligation.

D. The Generating Station Project as proposed will increase the property tax revenues payable to the City by the amounts described herein.

E. The Generating Station Project will assist in preserving and expanding employment opportunities and the tax base of the City through the expansion of electricity generating facilities serving the housing, industrial, commercial, retail, office, hotel, warehouse, recreational and transportation needs of the citizens and businesses in the City.

F. It is in the best interests of the City to encourage development of the Generating Station Project within the City of Meriden.

G. This Agreement provides MGT with a certainty with respect to its property tax obligations, enhancing the ability to forecast operating costs and compete more effectively in the generation market.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City and MGT, the City and MGT agree as follows:

1. Description of Generating Station Project. The Generating Station Project consists of the Project Premises and structures, equipment, fixtures, machinery and appurtenances related to the operation of an approximately 540 Megawatt combined cycle electricity generating station. A brief description of the main components of the Generating Station Project is set forth in Exhibit A attached hereto and made a part hereof.

2. Fixed Period Payments. The parties agree that, subject to termination of this Agreement as provided herein, the property tax payments for the Generating Station Project shall be fixed during a period of thirty-two (32) years ("Fixed Period"). The Fixed Period shall commence ("Commencement Date") on the date which is thirty (30) days after all of the following conditions ("MGT Contingencies") have been met, regardless of whether MGT has notified the City:

a. MGT has closed on its funding for the construction of the Generating Station Project and satisfied all of the lender's conditions to fund,

b. MGT has issued a Notice to Proceed with construction of the Generating Station Project to its turnkey contractor,

c. MGT has closed on the purchase from the current owners thereof of all of the membership interests of PDC-El Paso Meriden, LLC, which is the owner of certain permits, authorizations and other real and personal property rights which are required to construct and operate the Generating Station Project, and

d. MGT has received final, non-appealable approval from the Connecticut Siting Council, the Connecticut Department of Environmental Protection and any other governmental authority whose approval is required for the installation of the two (2) General

Electric combustion turbines and the General Electric steam turbine referred to in Exhibit A as part of the Generating Station Project instead of the two (2) ABB combustion turbines and steam turbines which had previously been approved for installation.

MGT shall promptly notify the City when all of the MGT Contingencies have been satisfied.

The MGT Contingencies are for MGT's sole benefit. In the event the MGT Contingencies have not been satisfied on or prior to July 31, 2002 either MGT or the City may thereafter terminate this Agreement by giving written notice to the other; provided, however, if the City gives such notice of termination, this Agreement will not so terminate if, within thirty (30) days after the City gives notice of termination, all of the MGT Contingencies are satisfied or MGT notifies the City in writing that it has waived any unsatisfied MGT Contingencies. In the event this Agreement is so terminated, neither MGT nor the City shall have further rights or obligations under this Agreement, including, but not limited to any obligation on MGT's part to pay any of the Payments (as defined herein).

The amount payable for each year of the Fixed Period ("each a Payment") is set forth in the Payment Schedule attached hereto as Exhibit B and made a part hereof. The Payment for the first year of the Fixed Period shall be due on the date that is thirty (30) days after the Commencement Date. The Payment due for each subsequent one (1) year period in the Fixed Period shall be due on the day which is thirty (30) days after each anniversary of the Commencement Date. The City shall provide MGT an invoice for each payment when due. However, the City shall not issue an invoice for any period prior to the applicable anniversary of the Commencement Date.

3. Interest; Penalties. If a Payment is not made on or before its due date, interest shall accrue on the amount of the Payment from its due date until paid at the then-applicable interest rate for late property tax payments.

4. Property Tax Payments for Period Prior to Commencement Date. For the period prior to the Commencement Date of the Fixed Period, MGT will pay to the City property taxes in the amounts and on the dates determined as if this Agreement were not in effect, except that the amount

thereof shall be prorated based on the number of days in the City's fiscal tax year which have elapsed prior to the Commencement Date.

4. Applicability to Alterations, Additions and Improvements. The Payments do not apply to any improvements or additions that may be added to the Generating Station Project to increase the rated generating capacity of the Generating Station to above approximately 540 Megawatts (collectively "Capacity Additions"). In the event any Capacity Additions are made, they shall be taxed in accordance with the law as it then exists which is applicable to the type or types of property that are included in the Capacity Additions. However, the Payments will apply to, and no additional property taxes, whether real or personal, shall be payable with respect to, any other alterations, additions and improvements to the Generating Station Project, including, without limitation, all replacements and all capital expenditures which may be made to maintain the Generating Station, increase its efficiency and/or to meet the requirements of current or future law, codes, ordinances or regulations, such that the facility maintains its current rated generation capacity of 540 Megawatts.

6. Tax Treatment of Payments. All Payments shall be treated as property taxes for all purposes, with all the rights and duties arising therefrom, including, but not limited to, the creation of statutory lien rights accorded to property tax payments that may be secured against the Generating Station Project and the Project Premises.

7. Effect of Revaluation, Change in Mill Rates. Neither the implementation of any revaluation of property in the City nor any changes in the mill rate(s) adopted by the City from time to time during the term of this Agreement will have any effect on the amount of the Payments.

8. Determination and Payment of Taxes Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Generating Station Project will be assessed in the manner then prescribed by applicable law, will be treated for tax assessment purposes in the same manner as similar properties in the City, and property taxes for the Generating Station Project will be calculated, billed and payable according to the normal tax assessment procedures schedule and criteria under then applicable law. If expiration or termination of this Agreement occurs on a date other than the first day of a fiscal property tax year for the City, the taxes for the portion of that tax year remaining after expiration or

termination shall be prorated based on the number of days in such fiscal tax year which remain after expiration or termination.

9. Effect of Rebates. During the term of this Agreement, MGT may apply for state and federal programs designed to assist electricity generators in the State of Connecticut by providing tax rebates. The City will cooperate in applying for such assistance. Notwithstanding the fact that MGT may qualify for such assistance, it shall nonetheless pay the City the amount of the Payments due to the City hereunder.

10. No Audits, Inspection of Records or Declarations. The City shall have no right to audit or otherwise inspect or make copies of any of the books or records of MGT relating to the Project Premises and/or the Generating Station Project. MGT shall have no obligation to file any personal property declarations or similar form with respect to the Generating Station Project. The foregoing provisions of this Paragraph shall not be applicable to Capacity Additions.

11. Recording. At the request of either party, the parties shall record this Agreement, or a memorandum hereof, in the land records in the Meriden Town Clerk's Office.

12. Compliance Requirements. During the term of this Agreement, MGT will comply with the requirements of all State, federal and municipal law applicable to the subject matter of this Agreement.

13. Notices. All notices to be given in connection with this Agreement shall be in writing and delivered personally, sent by a nationally recognized overnight courier service or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City: The City of Meriden
 142 East Main Street,
 Meriden, Connecticut 06450
 Attention: Roger Kemp, City Manager

If to MGT: Meriden Gas Turbines LLC
c/o NRG Energy, Inc.
Blaymore I
1606 Carmody Court, Fourth Floor
Sewickley, PA 15143
Attention: Senior Counsel

Notices sent by courier shall be deemed to have been given to the party to whom it is sent on the day after the date the same is delivered to a nationally recognized overnight courier for next day deliver to such party at its then current address for the giving of notices. Notices sent by mail shall be deemed to have been given to the party to whom it is addressed on the date the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. Either party hereto may change such party's address for the service of notice hereunder by written notice of said change to the other party hereto, in the manner above specified ten (10) days prior to the effective date of said change.

14. Termination by MGT. Anything in this Agreement to the contrary notwithstanding, MGT shall have the right to terminate this Agreement at any time by giving written notice to the City in the event that for any or no reason the Generating Station is decommissioned or otherwise permanently shut down and removed from service.

15. Assignment. This Agreement shall be assignable by MGT without the City's consent (i) in connection with the obtaining of construction or term loan financing for the Generating Station Project and/or (ii) in connection with the sale or other transfer of ownership of the Generating Station Project to any entity in which NRG Energy, Inc., a Delaware corporation and the parent entity of MGT ("NRG"), or a successor to NRG, has, directly or indirectly, a majority ownership interest. Any other assignment of this Agreement shall be made only with the consent of the City, which shall not be unreasonably withheld or delayed.

In the event MGT, or a subsequent owner of the Project Premises and Generating Station, assigns this Agreement to the purchaser of its fee interest in the Project Premises and the Generating Station, the party making the assignment shall be relieved from liability for the payment and performance of its obligations hereunder which arise after such assignment

so long as the assignee shall agree in a written instrument which is in form and substance reasonably acceptable to the City to assume the obligation to make the Payments and perform the other obligations of MGT under this Agreement which arise after such assignment. In connection with any assignment of this Agreement or in order to facilitate the obtaining of financing or refinancing for the Generating Station Project, the City shall execute such consents, estoppel certificates, agreements and similar documents as MGT shall reasonably request.

16. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. MGT's obligations hereunder are solely its obligations and no affiliate of MGT and no member, officer, director, manager, agent or other representative of MGT shall have any liability for the performance of its obligations hereunder.

17. Severability. The parties hereto have entered into this Agreement in good faith on the basis of applicable Connecticut law. Each party hereto, including its successors and assigns, agrees not to challenge the validity of this Agreement or its enforceability against such party. If the validity or enforceability of this Agreement or any portion hereof is challenged by any third party, both parties hereto agree to defend the validity and enforceability of this Agreement, with each party bearing the costs of its own attorney and both parties bearing equally the costs of such litigation. If a non-material term of this Agreement shall be deemed to be illegal or unenforceable pursuant to a judgment by a court having competent jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect as if such portion had not been included in this Agreement from the beginning. If a material term of this Agreement is declared illegal or unenforceable, the parties agree to an adjustment of the Payments hereunder such that neither the City nor MGT is disadvantaged by entering into this Agreement, taking into account the time value of money as reasonably agreeable to both parties.

18. Complete Agreement. This is a final Agreement between the parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. This Agreement may be amended only in writing.

19. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

20. Adjustments for Material Change in Taxing System. This Agreement is predicated on the assumption that real and personal property taxes during the Fixed Term will be assessed by and paid to municipalities in a manner that is consistent with current law, and that the State of Connecticut's system of property taxes will not be replaced by a substitute system (whether property or otherwise) that materially increases or diminishes the receipts a municipality derives from property taxes on electricity generating stations or that a taxpayer pays in respect of property taxes on electricity generating stations. In recognition of the foregoing, if the current system of property taxation is replaced or materially modified as it pertains to electricity generating stations, this Agreement shall be equitably adjusted in a manner that preserves the respective economic positions of both the City and MGT. For purposes of this Paragraph, increases or decreases in real or personal property tax valuations or increases or decreases in the rate of any tax shall not, in and of themselves, constitute a material modification of the current system of property taxation.

21. Default. The City shall be entitled to utilize all available statutory remedies for the enforcement and collection of delinquent payments as allowed by law. In the event of default under any provision of this Agreement, the nondefaulting party shall have all remedies available to it at law or in equity, including, without limitation, the right to seek specific performance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF MERIDEN

By: Roger Kemp

Roger Kemp
City Manager

MERIDEN GAS TURBINES LLC

By: Bryan Riley
Bryan Riley
Vice President

ACKNOWLEDGEMENTS

State of Connecticut) -
) ss: At: Meriden
County of New Haven)

The foregoing instrument was acknowledged before me this 29th day of October, 2001, by Roger Kemp, City Manager of Meriden, a municipal corporation, on behalf of said corporation as the free act and deed of the City and his free act and deed in such capacity.

Patricia L. Michelson
Notary Public
My Commission Expires: PATRICIA L. MICHELSON
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2008

State of Pennsylvania)
) ss: At: Pittsburgh
County of Allegheny)

The foregoing instrument was acknowledged before me this 23rd day of October, 2001, by Bryan Riley, Vice President of Meriden Gas Turbines LLC, a limited liability company, on behalf of said limited liability company as the free act and deed of Meriden Gas Turbines LLC and his free act and deed in such capacity.

Elizabeth S. Kirby
Notary Public
My Commission Expires:

Notarial Seal
Elizabeth S. Kirby, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 7, 2002
Member, Pennsylvania Association of Notaries

EXHIBIT A

Description of the Main Components of the Generating Station Project

The project will be a natural gas-fired, combined-cycle power generation facility with a nominal capacity of approximately 540 megawatts. It will be comprised of two (2) combustion turbine generators and one (1) steam turbine generator, along with other appropriate equipment and facilities. A description of the major construction-related cost components of the project follows.

1. Excavation/Civil -- Consists of costs of materials and labor/services related to on-site excavation and civil improvements that would be permanent to the site. Said excavation and civil improvements shall be considered permanent if it is not economically practicable to physically remove them from the site, reinstall them at another site and use them for a similar purpose. This component includes:

- clearing and grubbing
- site leveling, excavation and backfill
- trenching and backfill associated with buried pipe and utilities
- erosion control measures
- landscaping
- site fencing
- surfacing of roads and parking areas
- foundations
- secondary containment areas
- cooling tower basin

2. Buildings -- Consists of costs of materials and labor/services related to the erection and finishing of buildings, including any permanent fixtures inherent thereto.

3. Mechanical/Electrical Equipment -- Consists of costs of material, equipment and labor/services associated with any equipment or facilities installed at the site for which it is economically practicable to physically remove such equipment or facilities from the site, reinstall them at another site, and use them for a similar purpose. This component includes:

- combustion turbine generators and all facilities integral thereto
- steam turbine generators and all facilities integral thereto
- heat recovery steam generators (boilers) and all facilities integral thereto
- exhaust stacks
- cooling tower (except cooling tower basin)
- shop-fabricated and field-erected tanks
- motors
- pumps
- valves
- high pressure steam piping
- heat exchangers
- air compressor/dryer
- natural gas fuel heaters/separators
- water/waste treatment equipment/system
- emissions testing equipment
- fire protection equipment
- instrumentation equipment
- security and monitoring systems
- communication systems
- electric substation equipment, including transformers, circuit breakers, switchgear, metering equipment, bus work, transmission towers and all facilities inherent thereto
- batteries and battery charges

4. Electrical Wiring – Consists of costs of material and labor/services for any permanent electric wiring facilities installed on site. Such facilities shall be considered permanent if it is not economically practicable to physically remove them from the site, reinstall them at another site, and use them for a similar purpose. This component includes:

- underground duct banks
- conduit
- grounding
- lightning protection
- cathodic protection
- power, control and instrument cables
- cable trays
- lights and receptacles
- heat tracing/freeze protection

5. **Piping** – Consists of costs of material and labor/services for any permanent piping facilities installed on site. Such facilities shall be considered permanent if it is not economically practicable to physically remove them from the site, reinstall them at another site, and use them for a similar purpose. This component includes:

- all underground and above-ground piping, except high-pressure steam piping
- pipe hangers and supports
- pipe insulation

6. **Real Estate** – Consists of the purchase price of the real estate on which the project will be located, as well as all other parcels located within the City of Meriden.

EXHIBIT B

Payment Schedule

Year	Amount of Payment
1	\$ 4,920,900
2	\$ 2,950,109
3	\$ 3,079,610
4	\$ 3,109,406
5	\$ 3,139,500
6	\$ 3,169,895
7	\$ 3,200,594
8	\$ 3,231,600
9	\$ 3,262,916
10	\$ 3,294,545
11	\$ 3,326,491
12	\$ 3,358,756
13	\$ 3,391,343
14	\$ 3,324,257
15	\$ 3,357,499
16	\$ 3,391,074
17	\$ 3,424,985
18	\$ 3,459,235
19	\$ 3,493,827
20	\$ 3,528,765
21	\$ 3,564,053
22	\$ 3,599,693.62
23	\$ 3,635,690.55
24	\$ 3,672,047.46
25	\$ 3,708,767.93
26	\$ 3,745,855.61
27	\$ 3,783,314.17
28	\$ 3,821,147.31
29	\$ 3,859,358.79
30	\$ 3,897,952.37
31	\$ 3,936,931.89
32	\$ 3,976,301.21

Exhibit B

GUARANTY AGREEMENT

This GUARANTY AGREEMENT (the "Guaranty") is made as of the ___ day of _____, 20___, by NRG ENERGY, INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called "Guarantor"), for the benefit of the CITY OF MERIDEN, CONNECTICUT, a Connecticut municipal corporation (herein called "Meriden"). Guarantor and Meriden are individually referred to herein as a "Party" and together as the "Parties".

RECITALS:

WHEREAS, Meriden Gas Turbines LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (herein called "MGT"), is a wholly owned affiliate of Guarantor;

WHEREAS, Meriden has entered into that certain Property Tax Payment Settlement Agreement, dated November ___, 2008 (as the same may be amended from time to time, the "Agreement"), with MGT;

WHEREAS, Section 3 of the Agreement requires MGT to obtain and deliver either a letter of credit or a parent company guarantee as security for MGT's payment of Deferred Amounts (as such term is defined in the Agreement) under the Agreement; and

WHEREAS, Guarantor, as ultimate parent company of MGT, wishes to enter into this Guaranty to satisfy the conditions of the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. Guarantor unconditionally and irrevocably guarantees to Meriden that in the event of MGT failing to pay any and all Deferred Amounts, in whole or in part, when due under the Agreement, Guarantor shall immediately, upon first demand in writing by Meriden, pay such Deferred Amounts itself. Guarantor shall indemnify, hold harmless and keep indemnified Meriden against any and all losses, damages, claims, costs, charges, obligations, demands, liabilities and expenses, howsoever arising and by whomever asserted, as a result of or arising out of, or following, or consequential to said failure. Any written notice or demand required or permitted hereunder shall be deemed duly given (i) one (1) Business Day following the date sent when sent by overnight delivery and (ii) five (5) Business Days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, to the appropriate Party at its principal office or location.
2. The liability of Guarantor hereunder shall not be reduced or discharged by any alteration in the relationship between MGT and Meriden (with or without the knowledge or consent of Guarantor), or by any forbearance or indulgence by Meriden towards MGT or Guarantor whether as to payment, time or otherwise.
3. The Guarantor agrees that its obligations hereunder shall be absolute and unconditional (and shall not be subject to any advance, set-off, counterclaim or recoupment whatsoever), irrespective of the regularity

EXHIBIT "B"

or enforcement of any of the foregoing agreements or this Guaranty or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor or any other circumstances which might otherwise limit the recourse of Meriden against the Guarantor. The Guarantor hereby waives diligence, presentment and demand for payment, protest, any notice of any assignment hereunder in whole or in part or of any default hereunder or under the Agreement and all notices with respect to this Guaranty or the Agreement and waives all privileges or rights which it may have as a guarantor, including any right to require Meriden to claim payment or to exhaust remedies against MGT or any other person. The Guarantor hereby waives to the fullest extent permitted by law, any and all notices and defenses to which it may be entitled by law to its obligations hereunder, including, without limitation, notice of acceptance of this Guaranty, and any requirement of diligence on the part of Meriden.

4. The obligations of Guarantor hereunder shall continue in full force and effect until the later to occur of: (i) the termination of the Agreement, and (ii) the date upon which all Deferred Amounts under the Agreement are paid in full.

5. This Guaranty and the undertakings herein contained are intended to take effect as an instrument under seal and shall be binding upon the successors and assigns of Guarantor and shall extend to and inure for the benefit of the successors of Meriden. This Guaranty shall not be affected by any change in the legal form of Guarantor or the manner of Guarantor's doing business, whether by incorporation, consolidation, merger, partnership formation, change in membership, or otherwise. No persons other than Meriden and its successors are intended as a beneficiary of this Guaranty nor shall any such person have any rights hereunder. Meriden may not assign or otherwise transfer any of its rights or obligations hereunder. This Guaranty may not be modified, amended or terminated except by a written agreement by and between the Parties.

6. Subject to Section 3 above, in the event of any claim under this Guaranty, Guarantor shall be entitled to assert any defense, set-off or counterclaim that MGT could assert had such claim been made directly against any person under the Agreement.

7. In the event there is any dispute under the Agreement that relates to a sum being claimed under this Guaranty, which dispute is under consideration by the appropriate tribunal, Guarantor agrees that any award resulting from such adjudication shall be conclusive and binding on it for purposes of determining its obligation under this Guaranty.

8. This Guaranty shall be governed by and construed in accordance with the laws of the State of Connecticut, provided that any provision of such law invalidating any provision of this Guaranty or modifying the intent of the Parties as expressed in the terms of this Guaranty shall not apply. For purposes of any action or proceeding involving this Guaranty or any other agreement or document referred to herein, Guarantor hereby expressly submits to the jurisdiction of all federal and state courts located in the State of Connecticut and consents that any order, process, notice of motion or other application to or by any of said courts or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule). **GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) (I) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS GUARANTY OR THE AGREEMENT AND AGREES THAT ANY SUCH DISPUTE MAY BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY, AND (II) ANY RIGHT TO CONTEST THE APPROPRIATENESS OF ANY ACTION BROUGHT IN ANY COURT WITHIN THE JURISDICTIONS MENTIONED IN THE PRECEDING**

EXHIBIT "B"

SENTENCE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE AND FORUM NON CONVENIENS.

IN WITNESS WHEREOF, the Parties hereto have caused this Guaranty Agreement to be executed by their respective authorized representatives as of the date first written above.

NRG ENERGY, INC.

CITY OF MERIDEN

By: _____

By: _____

Name:

Name:

Title:

Title:

WITNESSES: (one for each signature above)

Name:

Address:

Name:

Address:

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EXHIBIT B

Witness: Lawrence Kendzior

Question CSC-9:

Please submit copies of the e-mails between the City of Meriden and the Certificate Holder referenced in the June 4, 2013 public hearing transcript at pages 83-84 regarding the requirements of the site plan approval and future use of the site property.

Response CITY-9:

Attached are several e-mails between Timothy Fischer, MGT's counsel, and Philip Small, the City's counsel in July and August of 2012.

From: Fisher, Timothy [<mailto:TFisher@McCarter.com>]
Sent: Thursday, August 09, 2012 1:56 PM
To: Small, Philip M.
Subject: RE: MGT - bond account, appraisal and negotiations schedule

Thanks for the confirmation, Phil. A couple of questions:

- Can you provide the account number at Naugatuck? If you would rather we seek that by a formal FOIA request we can [d]o so.
- On the assessment, we understand your position as to when it will be "implemented." But can you confirm that the City is prepared to "work in good faith" to set that assessment as of this October 1, 2012? Among other things, we would like to be assured of that for purposes of scheduling the discussions.

- Tim

From: Small, Philip M. [<mailto:PSmall@brownrudnick.com>]
Sent: Tuesday, August 07, 2012 7:28 PM
To: Fisher, Timothy
Subject: FW: MGT - bond account, appraisal and negotiations schedule

Tim,

The construction bond funds are deposited in Naugatuck Savings Bank. At this time, the City is not planning any imminent withdrawal and expenditure of those funds. However, the City reserves its right withdraw and use the funds as appropriate.

The City has hired Patrick Lemp of Italia & Lemp as its appraiser, and he has commenced his work to value the property. Once Patrick completes his initial analysis, the parties and their appraisers can meet and attempt to agree on a tax assessment based on the fair market value of the property. That assessment will be implemented only if and after MGT actually abandons the Generating Station by relinquishing, not renewing and/or surrendering all of its permits.

Please contact me with any further questions.

Phil

From: Fisher, Timothy [<mailto:TFisher@McCarter.com>]
Sent: Sunday, August 05, 2012 7:56 AM
To: Small, Philip M.
Subject: RE: MGT - bond account, appraisal and negotiations schedule

Phil – can you give me an update?

- Tim

From: Fisher, Timothy

Sent: Friday, July 20, 2012 2:19 PM
To: 'Small, Philip M.'
Cc: Mahendra Churaman (Mahendra.Churaman@nrgenergy.com);
dmoore@meridenct.gov
Subject: MGT - bond account, appraisal and negotiations schedule

Good to talk with you, Phil. Can you get back to me on the points below that we discussed this afternoon?

With respect to the updated construction bond cost information, please provide us the bank and account name and number where the funds are held.

Also, please notify the City that we would strongly protest any expenditure of those funds or drawing on those funds during the course of our negotiations. As contemplated by the Settlement Agreement, MGT is contemplating a sale of the property. A new owner will most likely pursue development plans that call for different improvements from those secured by the construction bond funds. It would be economic waste to perform work in the near term that may be unnecessary or at least could be performed at lower cost as part of a new development.

As I mentioned, we expect to have an appraisal to share with the City in the weeks ahead. I understand that the City has chosen its appraiser and that he/she has commenced work. Can you provide us that person's name and company? (We have provided you with that information as to our appraiser.) Also, can you give us assurance that you expect your appraisal in time for our clients to negotiate the new assessment before October 1, 2012?

- Tim

Timothy Fisher // Partner
McCARTER & ENGLISH, LLP

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