

**TWEED-NEW HAVEN AIRPORT**

**Residential Sound Insulation Program**  
**Homeowner Participation Agreement**

This Agreement, effective this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Tweed-New Haven Airport Authority (Airport), a political subdivision organized and existing under the laws of the State of Connecticut, and \_\_\_\_\_ (“Homeowner”), owner(s) of record of the residence at \_\_\_\_\_, Connecticut (Property).

WHEREAS, the Property is owned in fee simple by Homeowner and is more particularly described in Exhibit A attached hereto; and

WHEREAS, the Property meets certain interior noise level criteria established by the Federal Aviation Administration (FAA) which qualifies it for certain sound insulation construction to be performed at Airport’s expense; and

WHEREAS the parties have agreed on terms regarding the construction including (i) access to the Property; (ii) performance of any preliminary work necessary to prepare the Property for sound insulation; and (iii) restrictions on work outside the Airport’s construction contract; and

WHEREAS, the parties acknowledge that this Agreement includes certain provisions required under the FAA grant agreement with the Airport.

NOW THEREFORE, the parties hereto agree as follows:

**I. SOUND INSULATION TREATMENTS TO THE PROPERTY**

1. The Airport will contract with a qualified building contractor (“Contractor”) to provide the sound insulation treatments (“Sound Insulation Treatments” or “Contracted Work”) as described in Exhibit A of this Agreement. The Contracted Work will be performed at the Airport’s expense and the Homeowner will not be responsible for any part of the cost of the Sound Insulation Treatments.
2. The Homeowner acknowledges that he (she) has been shown and given a choice of Sound Insulation Treatments and has agreed to the Sound Insulation Treatments set forth on Exhibit A. The design of these treatments (“Design Specifications”) has been developed by the Airport’s Consultant to reduce interior noise to a level established by the FAA for the Tweed-New Haven Airport Residential Sound Mitigation Program in accordance with the Airport Improvement Program Handbook, FAA Advisory Circular 5100.38d. These program requirements are located on the FAA website at the following address: [http://www.faa.gov/airports/aip/aip\\_handbook/](http://www.faa.gov/airports/aip/aip_handbook/)

## ***Participation Agreement***

3. The Homeowner has reviewed and agreed to the Design Specifications. The Airport's Consultant will provide supervision and inspection of the Contracted Work to ensure the quality of the work and compliance with the Design Specifications. The Homeowner will be provided with a copy of the Building Permit secured for the Contracted Work.
4. The Contractor will be required to accept responsibility for carrying out the Contracted Work according to the Design Specifications. The Contractor will be required to post bonds and carry insurance, including liability coverage for personal injury and property damage in amounts no less than \$1,000,000 per occurrence.
5. The Homeowner shall hold the Contractor solely responsible for possible damage during the course of the Contracted Work. Any problems, deficiencies, or damage in connection with the Sound Insulation Treatments must be brought to the attention of the Contractor and the Airport's Consultant as soon as possible. The Homeowner must provide documentation of such problems, deficiencies, or damage in writing. The Contractor and the Airport's Consultant will respond to all reported problems and exercise all reasonable measures to resolve problems in a timely and satisfactory manner. Problems that cannot be resolved by the Contractor and the Airport's Consultant will be referred to the Airport under the provisions of Paragraph 19 hereof.
6. When the Contracted Work is complete in accordance with the Design Specifications, the Airport's Consultant will review the work with the homeowner before giving final approval ("Final Approval"). The Contractor and the Airport's Consultant will address any incomplete work to ensure compliance with the Design Specifications. In the event that the Homeowner feels that the work does not comply with the Design Specifications, the Airport's Consultant will refer the issue to the Airport under the provisions of Paragraph 19 hereof.

## **II. ADDITIONAL WORK OUTSIDE THE SCOPE OF THE CONTRACT**

7. The Homeowner agrees not to hire the Contractor, or any other contractor, to perform any supplementary work on the Property until Final Approval of the Contracted Work. Routine repair and maintenance activities by Homeowner shall not be restricted, but the Homeowner must give written notification to the Airport, the Airport's Consultant and the Contractor of any such routine repair and maintenance work.
8. The Homeowner agrees that any work performed by any contractor or by the Homeowner subsequent to the completion of the Contracted Work which intentionally or unintentionally affects the sound insulation of the Property shall invalidate any warranties which may be provided by the Contractor. The Homeowner agrees that all paneled wall treatments, window/door casings, moldings, trim and other fixtures shall be finished as described in the Design Specifications. The Contractor will paint new trim and wallboard to match existing and, where work is being done on part of a wall, the full wall will be repainted to match the existing paint color. Wallpapering and window treatments shall be the Homeowner's responsibility. If existing casings, moldings, trim or paneling are damaged, they will be replaced by matching replacements if commercially available, or the closest matching substitute that is available.

## ***Participation Agreement***

Woodwork, trim and paneling beyond that required for the Sound Insulation Treatments will not be included in the Contracted Work.

9. The Homeowner agrees not to conduct any finish work such as painting or wall papering or any other interior modifications until the Contracted Work has received Final Approval.

### **III. ACCESS TO THE HOME**

10. The Homeowner agrees to provide reasonable access to the Property to the Airport's Consultant, the Contractor and Airport representatives. Access may be required to evaluate existing conditions and to take noise measurements before and after the construction. Access may also be required for measuring by contract bidders during the pre-construction phase, and by the Contractor, Airport's Consultant and Airport representatives during construction and post-construction quality assessment.
11. All access to the Property will be at reasonable times and only by appointment with the Homeowner. The Contractor will only enter the Property with the Homeowner's express consent. The Homeowner agrees that the Homeowner or another responsible adult will be present at all times when the Airport's Consultant or Contractors are in the Property.
12. The Contractor will provide the Homeowner with a construction schedule. The Homeowner agrees to be available for ten (10) consecutive business days from 8:00 am to 5:00 pm for the Contracted Work to occur. In addition, the Homeowner will provide access to the Contractor as needed to correct and finish any punch list items in the ten (10) business days following construction.

### **IV. PREPARATION AND PROTECTION OF PROPERTY**

13. The Homeowner agrees to correct existing Building Code violations, if any, identified on Exhibit A before the start of the Contracted Work. The cost of correcting these violations shall be the Homeowner's responsibility. The Airport's Consultant will verify the correction of code violations before any Contracted Work begins.
14. The Homeowner agrees to perform any and all preliminary work necessary to prepare the home for construction, such as removing all draperies, blinds or shades and associated hardware, fittings and dressings, and moving furniture, as directed by the Airport's Consultant.
15. The Airport's Consultant and Contractor shall take reasonable precautions to safeguard the home against damage resulting from their work. The Homeowner agrees to cover all furniture, appliances, and electronic equipment such as televisions, entertainment systems, or computers, to protect them from dust and debris and to remove and store all valuables in a safe, secure location. The Homeowner agrees to maintain homeowner's insurance coverage for personal injury and property damage for the duration of construction on the Property.

## ***Participation Agreement***

16. If lead paint or asbestos is observed within the Property in a location such that construction of the Sound Insulation Treatments will come in contact with the hazard, the Contractor will be responsible for removing all lead paint and asbestos required for the work to continue and said removal shall be included in the Contracted Work. The cost of the abatement shall be the responsibility of the Airport. All abatement, sealing, removal, containment, and disposal shall be done by a Contractor licensed by the State of Connecticut, Department of Public Health, and in accordance with U.S. Environmental Protection Agency, State of Connecticut, and local government rules, regulations, and laws, as amended.

### **V. AIR COOLING/VENTILATION SYSTEM**

17. The Homeowner understands that the approved Design Specification may include changes or additions to the existing heating, air-cooling, and/or ventilation system. The Homeowner understands that implementation of these changes or additions may alter (increase or decrease) the home's operating costs, and that any such operating expenses shall be the Homeowner's responsibility. The Homeowner also understands that there may be maintenance costs associated with the proper functioning of any installed system. The Homeowner hereby assumes full responsibility for the maintenance, operation and utility cost of all cooling or ventilation system components installed, purchased, or constructed as part of this Agreement. Neither the FAA nor the Airport bears any responsibility for the maintenance, operation, or utility cost of these systems.
18. The Homeowner hereby acknowledges that the work performed under this Agreement may increase the tax-assessed value of the home and the Homeowner agrees not to hold the FAA or the Airport responsible for any increased property tax or assessment.

### **VI. NON-RECOURSE AND INDEMNITY PROVISIONS**

19. In the event of a dispute between the Homeowner and the Contractor as to the Contracted Work or the Sound Insulation Treatments, including, but not limited to, the extent, quality and/or completion of the work, the Airport's Consultant shall refer the issue in writing to the Airport for resolution. Airport representatives may meet with the Homeowner, the Airport's Consultant and the Contractor, separately or together, to negotiate a resolution in the best interest of the parties. The Airport may, subject to availability of funding, authorize additional work, confirm Final Approval of the Sound Insulation Treatments without additional work, or take such other steps as in its sole discretion may be necessary and appropriate. The decision of the Airport as to the remedy to be provided and the date of Final Approval shall be final. The provisions of this Section shall survive termination of this Agreement.
20. The Contractor will be required to provide a warranty covering its work for a period of one year from Final Approval. The Homeowner will be provided with any manufacturer warranties for installed products at the time of Final Approval. If the Homeowner detects a fault in the Contractor's work within the warranty period, it shall be the Homeowner's responsibility to inform the Contractor at once in writing, with notice given to the Airport. The Homeowner shall deal directly with the Contractor with respect to warranty claims.

## ***Participation Agreement***

21. Airport's responsibility is limited to implementing an FAA grant for a noise mitigation program within certain residences in the vicinity of Tweed-New Haven Airport. To implement said program, the Airport has hired the consultant to manage, design and supervise construction of the Sound Insulation Treatments. Any Airport liability with respect to the noise mitigation program is limited to one (1) year after completion of the Contracted Work at the Property. The Homeowner agrees and acknowledges that the extent of the recourse he or she has against the Airport is limited to claims arising from the fault or negligence of the Airport.
22. The Homeowner hereby agrees to reimburse the Airport for any costs, expenses or damages arising from the Homeowner's fault or negligence - for example, Contractor claims for extra costs arising out of failure to provide access to the Property.
23. The Airport and the Project Team have confidence in the ability of the Residential Sound Insulation program to improve the quality of life in your home. However, no representation is made that the sound insulation improvements will achieve any specific noise level reduction or will meet any recommended FAA noise standard.

## **VII. COMPLIANCE WITH THE FAA GRANT AGREEMENT**

24. Funds for the Contracted Work are provided under a grant from the FAA. This agreement between the Airport and the homeowner is subject to the terms and provisions of the FAA Grant Agreement including:
  - (1) The Homeowner must inspect the work during and after completion, as the FAA or the Airport may reasonably request, and inform the Airport's Consultant of any work that does not comply with the Design Specifications.
  - (2) The Homeowner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Agreement. Neither the FAA nor the Airport bears any responsibility for the maintenance, operation, or replacement of these items.
  - (3) If federal funds for the Sound Insulation Treatments are transferred by the Airport to the Homeowner or the owner's agent, the Homeowner shall agree to maintain and make available to the FAA or the Airport, upon reasonable request, records disclosing the amount of funds received and the disposition of those funds. *(NOTE: Funds will not be transferred directly to the Homeowner by the Airport on this project, but this clause is required under the FAA Grant Agreement.)*
  - (4) Any right to sue or otherwise make a claim against the Tweed-New Haven Airport Authority for adverse noise impact will be abrogated if the Homeowner or his family members, agents, invitees, heirs or successors in interest deliberately or willfully reduce the effectiveness of the Sound Insulation Treatments during the useful life of such treatments. This obligation shall remain in effect through the useful life of the Sound Insulation Treatments, but not to exceed 20 years from the date of the Airport's acceptance of the FAA grant for the project.

## ***Participation Agreement***

### VIII. AUTHORITY; ACCEPTANCE OF EASEMENT

25. The Homeowner covenants and affirms that he/she is the legal owner of the Property and has the authority to enter into this Agreement.
26. The Homeowner agrees to execute, or has previously executed, a Deed of Easement to be recorded on the Land Records of the City or Town, as the case may be, granting certain easement rights to the Airport in connection with the Contracted Work. A copy of the Deed of Easement for the Property is attached hereto as Exhibit B.

### IX. MISCELLANEOUS

27. The Homeowner acknowledges that he/she has been informed that the Contracted Work may be included in a determination by Federal, State or local officials as to the need to comply with certain regulations promulgated by the Federal Emergency Management Agency (FEMA). The Airport, the Airport's Consultant, and the Contractor (1) will not undertake the Contracted Work if such work will trigger application of FEMA regulations regarding the Property, and (2) will not assume any responsibility for the effect of the Contracted Work, if performed, on future obligations of the Homeowner to comply with applicable FEMA regulations.
28. This Agreement contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.
29. This Agreement and the rights and obligations of the parties hereto shall be governed in accordance with the laws of the State of Connecticut.
30. The parties hereto hereby waive trial by jury as to any and all claims, disputes and causes of action arising out of this Agreement.
31. If any term of this Agreement is held by any court or other judicial tribunal with competent jurisdiction to be illegal, invalid or otherwise unenforceable, it shall be severed from the remaining terms which shall remain in full force and effect.
32. All the covenants, stipulations, agreements and obligations set forth in this Agreement shall extend to and be binding upon the legal representatives, heirs, successors and assigns of the respective parties hereto.

**Participation Agreement**

In Witness Whereof, the parties have executed three (3) counterparts of this Agreement as of the date first above written.

WITNESS

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

HOMEOWNER

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name

TWEED-NEW HAVEN AIRPORT AUTHORITY

WITNESS

\_\_\_\_\_

By: \_\_\_\_\_  
John Picard  
Chairman

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

In New Haven/East Haven (select one), on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known, (or adequately proven) to be the party or parties executing the foregoing instrument and acknowledged said instrument to be his/her/their free act and deed.

\_\_\_\_\_ Notary Public      My Commission Expires \_\_\_\_\_

Commissioner of the Superior Court

***Participation Agreement***

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

In New Haven, on the \_\_\_\_ day of \_\_\_\_\_2015, before me personally appeared John Picard, known by me to be a party executing the foregoing instrument, and he acknowledged said instrument to be his free act and deed.

\_\_\_\_\_Notary Public      My Commission Expires \_\_\_\_\_

Commissioner of the Superior Court