



**HOMEOWNER PARTICIPATION AGREEMENT
RESIDENTIAL SOUND INSULATION PROGRAM**

Between

_____, Homeowner(s)

And

State of Connecticut, Department of Transportation, Bureau of Aviation and Ports

Bradley International Airport
Terminal A, 3rd Floor
Windsor Locks, CT 06096

**HOMEOWNER PARTICIPATION AGREEMENT
RESIDENTIAL SOUND INSULATION PROGRAM**

This Homeowner Participation Agreement (“Agreement”) made as of the ____ day of _____, 20 ____ by and between the State of Connecticut, by and through its Department of Transportation, Bureau of Aviation and Ports, hereafter called the “Airport” acting pursuant to Conn. Gen. Stat. Section 13b-50 and _____, hereafter called the “Homeowner”.

Whereas, the Airport has received a grant (“Grant”) from the Federal Aviation Administration (“FAA”) which will provide some funding to implement a program for residential sound insulation, including certain ventilation improvements, based on the recommended strategies of the Part 150 Noise Compatibility Study; and

Whereas, the Homeowner has been selected as the owner of one of a number of residences to be sound insulated under the Program;

Now, therefore, in consideration of the mutual promises made herein and intending to be legally bound hereby, the Airport and the Homeowner agree as follows:

- 1. Purpose:** The purpose of the Airport's Residential Sound Insulation Program, hereinafter called the “Program”, is to upgrade the acoustical performance for selected residential properties within the DNL 65-75 noise contours as set forth in the FAR Part 150 Noise Compatibility Program, Record of Approval dated August 2004, to meet an FAA interior noise standard of DNL 45. This document sets forth the Agreement by and between the Airport and the Homeowner regarding the sound insulation work to be installed, access to the Property (hereafter defined) for the Airport's personnel, Airport consultants, project managers and contractors; and sets forth the respective duties and responsibilities of the Airport and the Homeowner.
- 2. Property:** The person or persons executing this Agreement as the Homeowner is the sole person(s) with legal title to the real property and improvements (“Property”) located at _____
- 3. Homeowner Manual:** By executing this Agreement, the Homeowner acknowledges receipt of the Residential Sound Insulation Program Homeowner Manual and hereby confirms that he/she has familiarized his/herself with the Manual, and agrees to abide by the Program requirements.
- 4. Proposed Work:** The Homeowner has carefully reviewed the attached Scope of Work (Attachment A) concerning the specific sound insulation improvements (“Work”) to be completed for the Property. Upon acceptance of the design by Homeowner, such design shall be deemed to be included in the definition of “Work” herein. The Homeowner accepts the Work as described in Attachment A and agrees to abide by the Program policies (See Paragraph 9, below).

The Work will be performed by qualified building contractor(s), which shall be bonded and insured and shall be under contract to the Airport based on a public bidding process, in accordance with the State of Connecticut bidding requirements. All Work will conform to standard industry practices. All sound insulation materials and ventilation improvements, if any, shall become the property of the Homeowner upon completion of the Work. General maintenance of the Work, including without limitation, doors, windows and HVAC systems, as well as their replacement beyond expiration of manufacturers’ warranties, is the sole responsibility of the Homeowner.

The Homeowner acknowledges that structural repairs, maintenance items, rehabilitation work and weatherization needs, which are not directly related to the purpose of the Program as set forth in Paragraph 1, are not part of this Program.

The Homeowner shall be responsible for correcting all existing building and other code violations that may impair the State's ability to complete the Work timely and complete the Work such that the Work when completed satisfies the purpose of the Program as set forth in Paragraph 1, and satisfies any and all local building and other code requirements.

5. Access to the Property: The Homeowner understands the critical importance of providing the Airport with access to the Property, and hereby gives permission to the Airport's Program staff, its consultants, contractors and project managers to enter the Property, upon notification, for the purpose of implementing the Program, including, but not limited to conducting existing conditions surveys, acoustical and hazardous materials tests, to determine appropriate sound insulation methods for the Property, and to conduct post-construction acoustical, hazardous materials tests and conditions survey. The Airport will make every attempt to keep the Homeowner informed about the Project schedule so that disruptions to Homeowner's routines will be kept to a minimum. The Airport's Program staff agrees to contact the Homeowner at least forty-eight (48) hours in advance to set up an appointment. The Homeowner agrees that the Homeowner, or another adult, will be present at all times when the consultants, project managers, or contractors visit, and/or perform Work at the Property.

If a Homeowner wishes to designate an agent to be present at the home visit, inspections or during the Work, the Homeowner must file a signed release form naming the Homeowner's designee with the Airport twenty-four (24) hours prior to the scheduled date of a meeting or start of the Work. Homeowner will be notified by the Airport in advance of the date of commencement of the Work on the Property. Contractors will attempt to accommodate Homeowner's schedules within the estimated construction period. The undersigned Homeowner acknowledges the critical importance of maintaining the contractor's schedule and for completing Work in the property within the allotted time (which is expected to be completed within 10-15 days). The Airport will require that the contractors confine their work schedules to the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. During the construction period, the Homeowner agrees to be responsible for moving and/or removing household effects such as furniture, items in storage in attic or basement areas, curtains, draperies or furnishings in order to provide the contractor with reasonable access to complete the Work. The Homeowner further agrees to cooperate fully with the Airport's Program consultants and contractors in providing access to their home throughout the term of this Agreement. Failure to provide such access may result in the Property being excluded from the Program.

6. Avigation Easement: In consideration for participating in and receiving the sound insulation benefits of the Program, the Homeowner agrees to convey to the State of Connecticut an avigation easement ("Avigation Easement"), which Avigation Easement will be recorded against the Property upon completion of the Work. A copy of the Avigation Easement is attached as Attachment B. A title search shall be conducted by the Airport to determine if any liens or other interests of record are filed against the subject property. In the event that the Homeowner withdraws from the Program before the Airport has executed this Agreement, the Avigation Easement will be returned to the Homeowner.

7. Indemnity Provisions:

A. The Homeowner agrees that if he/she chooses to withdraw from the Program more than seven (7) days after the execution of this Agreement but prior to completion of the Work, then the Homeowner will reimburse the Airport for all Program expenditures made on behalf of the Homeowner, including costs of

consultant services, Airport administrative costs and contractor's labor and materials.

B. The Homeowner understands that the Work will be performed to the industry standards for sound insulation programs. Upon substantial completion of the Work, the Homeowner will be required to review the Work and confirm that the Work, as completed, is acceptable to the Homeowner.

C. Following completion of the Work, any subsequent repairs or adjustments to the Work will remain under warranty to the Airport and Homeowner for a period of one (1) year, after which time the Work will be the sole responsibility of the Homeowner. The Homeowner acknowledges that if a problem is detected within any applicable warranty period, it is the Homeowner's responsibility to inform the contractor and/or manufacturer in writing, with notice to the Airport contemporaneously. The Airport will provide all manufacturer's warranties and guarantees to the Homeowner. A separate copy will be maintained on file in the Airport's Administrative Offices.

D. The Homeowner hereby indemnifies, defends and holds harmless the State of Connecticut, its agents, employees, boards and commissions from and against any and all claims, causes of action, suits, liabilities, losses, costs and expenses (including without limitation, attorneys' and experts' fees) of every kind arising out of the Work or otherwise relating to the contract between the Airport and the contractor, which directly or indirectly, causes injury to persons (including, without limitation, the Homeowner) or damages the Property.

E. The Homeowner acknowledges responsibility for complying with Connecticut laws regarding hazardous materials or substances and recognizes his/her liability for failing to comply. The Airport agrees to provide the Homeowner with the results of any testing it may undertake as part of the Program.

F. The Homeowner releases and holds harmless the Airport from all liability for any actions taken in connection with the Residential Sound Insulation Program relating to the identification or abatement of hazardous materials or substances, the rendering of financial assistance in connection with the identification (except as stated above) or abatement, or from any occurrence relating to relocation during abatement of hazardous materials.

8. Changes to the Work: Provided purposes of the Program are satisfied as set forth in Paragraph 1, Homeowner may request changes in the Work until such time as the design for the Work has been completed. Once the Homeowner approves the design, which approval shall be in writing, Homeowner shall not be permitted to make any other design changes. If Homeowner refuses to permit the Work to be completed, Homeowner shall be responsible for any and all costs and expenses incurred by the Airport on behalf of the Homeowner, including the costs of consultant services, Airport administration costs and contractor labor and material.

9. No Removal of Sound Insulation Materials: The Airport and the Homeowner agree that the purpose of this Program is to sound insulate residential properties. Accordingly, the Homeowner shall not remove or cause to be removed any of the sound insulation materials and equipment installed as part of the Program. Unauthorized modifications by the Homeowner to the Work completed under the Program will constitute a default under the Agreement and the Homeowner may be responsible for any and all costs and expenses incurred by the Airport on behalf of the Homeowner, including the costs of consultant services, Airport administration costs and contractor labor and material.

10. Sound Insulation Program Policies:

- a) The Homeowner agrees not to enter into any agreements with the Airport's contractor or subcontractor(s) regarding changes to the Work or for additional work without the express written consent of the Airport.
- b) As set forth in Paragraph 4, the Homeowner shall complete required "pre-work", as outlined in the Residential Sound Insulation Program Homeowner Manual and as specifically identified in Attachment A, prior to commencement of construction. Failure to complete pre-work may disqualify the Property for participation in the Program.

11. Term: This Agreement shall begin as of the date indicated herein and shall continue in full force and effect until the Work has been completed, provided Paragraphs 5, 6 and 7 herein shall survive the termination of this Agreement.

12. Entire Agreement: This Agreement and its Attachments constitutes the entire agreement between the parties and shall not be changed or modified without a written agreement signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is duly executed on the day and year first above written, by the parties hereto, intending themselves to be legally bound hereby.

STATE OF CONNECTICUT
 Department of Transportation
 Bureau of Aviation and Ports

By: _____

HOMEOWNER(S)

By: _____

By: _____

Approved as to form:

 Attorney General

 Date

ATTACHMENT A
Scope of Work

ATTACHMENT B
Avigation Easement