

CITY COOPERATION AGREEMENT
BY AND AMONG
CITY OF NEW HAVEN,
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN,
THE GLENDOWER GROUP, INC.,
WESTVILLE MANOR RAD I LLC
AND
WESTVILLE MANOR RAD II, LLC
WITH RESPECT TO
WESTVILLE MANOR DEVELOPMENT
1 AND 41 WAYFARER STREET
NEW HAVEN, CONNECTICUT

DATED AS OF _____, ___, 2024

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B	Unit Mix	Recital
C-1 & C-2	Sources and Uses Statement	2.01
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CITY COOPERATION AGREEMENT

THIS CITY COOPERATION AGREEMENT (the "agreement") is made and entered into this ____ day of ____, 2024, and is effective ____, 2024, by and among the City of New Haven, a municipal corporation organized and existing pursuant to Connecticut General Statutes, with a chief executive office located at 165 Church Street, New Haven, Connecticut 06510 (the "City"), the Housing Authority of the City of New Haven, a public body corporate and politic organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 ("HANH"), The Glendower Group, Inc., a Connecticut non-stock non-profit corporation with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06511 ("Developer"), Westville Manor RAD I LLC, a Connecticut limited liability company with an office located at 360 Orange Street, New Haven, Connecticut 06511 ("RAD 1"), and Westville Manor RAD II, LLC, a Connecticut limited liability company with an office located at 360 Orange Street, New Haven, Connecticut 06511 ("RAD 2").

W I T N E S S E T H:

WHEREAS, Developer is an instrumentality of HANH, formed to carry out, *inter alia* certain redevelopment activities of HANH; and

WHEREAS, Developer has executed a Memorandum of Agreement ("MOA") with HANH to carry out the redevelopment of the HANH owned development known as Westville Manor, which consists of the real property and improvements thereon located at 1 & 41 Wayfarer Street, New Haven ("Redevelopment Site"), as more particularly described in Exhibit A-1; and

WHEREAS, HANH and Developer have agreed that the redevelopment will proceed in a series of two Phases, (individually, the real property comprising each Phase a "Project Parcel") as more particularly set forth in Exhibit A-2; and

WHEREAS, HANH and Developer have agreed that the redevelopment will include certain infrastructure work, as more particularly set forth in the Site Plan attached hereto as Exhibit A-3, and the Infrastructure Plan set forth in Exhibit E; and

WHEREAS, Developer and HANH have agreed that the Redevelopment Site will be redeveloped and will consist of an aggregate of up to one hundred nine (109) units to be constructed at the Redevelopment Site-, eighty-seven (87) of which will be RAD Units; and 22 will be Other Rental Units, all subject to a unit mix as set forth in Exhibit B attached hereto, or as Developer and HANH shall mutually determine appropriate (the "Project"), all of which shall be operated and maintained as qualified low-income units under Section 42 of the Internal Revenue Code of 1986, as amended ("Section 42"), for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42); and

WHEREAS, to effectuate the Project, Developer formed RAD 1 and RAD 2 as the single purpose entities which will, by a ground lease of up to ninety-eight (98) years, lease the land and own the improvements on the real property comprising the Project (collectively with RAD 1 and RAD 2 being hereinafter referred to as "Owner"); and

WHEREAS, the Project will be carried out pursuant to the applicable "RAD Requirements" (as hereinafter defined); and

WHEREAS, the City has agreed to certain real estate tax agreements with respect to the Project; and

WHEREAS, the City is authorized to enter into this Cooperation Agreement with HANH, the Developer and the Owner by virtue of an Order of the Board of Alders of the City of New Haven duly passed on _____, 202_ which Order became effective upon its approval by the Honorable Justin Elicker, Mayor of the City of New Haven on _____, 202_ (Order No. _____) (the "BOA Order"); and

WHEREAS, the City, HANH, Owner and Developer wish to set forth the agreements of the parties with respect to the Redevelopment Site.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

1.01 "Affordable Housing" shall mean housing that satisfies the definitions set forth in Sections 1.18 and 1.25 of this Agreement.

1.02 "Agreement" shall mean this City Cooperation Agreement, as it may be amended from time to time.

1.03 "Authorized Representative" shall mean, (a) for Developer, Shenae Draughn and/or such other persons as may be appointed by Developer from time to time, (b) for the City, the Economic Development Administrator of the City, and/or such other persons as may be appointed by the City from time to time, (c) for HANH, Shenae Draughn, and/or such other persons as may be appointed by HANH from time to time, and d) for the Owner, Shenae Draughn and/or such other persons as may be appointed by the Owner from time to time. The Authorized Representative shall be authorized to act on behalf of the party he or she represents, and the other parties shall be entitled to rely on such authorization.

1.04 "Calendar Year" shall mean any annual period commencing on January 1 and ending on the succeeding December 31.

1.05 "City" shall mean the City of New Haven, Connecticut, including any departments or agencies thereof.

1.06 "City Real Estate Taxes" shall mean the ordinary real property taxes of the City and shall not include special and extraordinary taxes, special district taxes, sewer, water use, utility charges, or betterment assessments.

1.07 "City Engineer" shall mean that official appointed to the position pursuant to the City of New Haven Charter or an individual appointed to temporarily act in the position of City Engineer.

1.08 "Construction Period" shall be as defined in Section 3.01(a)(ii).

1.09 "Developer" shall have the meaning ascribed to it in the preamble of this Agreement, provided, however, that the Developer shall have the right to assign all or a portion of its rights and obligations hereunder to other Development Entities for the Project in accordance with Section 7.01 of this Agreement, in which event "Developer" shall mean the successor Development Entity.

1.10 "Development Entity" shall have the meaning set forth in Section 7.01.

1.11 "Developer Obligations" shall have the meaning set forth in Section 5.01.

1.12 "Force Majeure" shall mean any of the following: (a) Acts of God; (b) strikes, lockouts or other substantial labor disputes, (c) shortages of materials not within the reasonable control of the Developer or a Development Entity; (d) explosion, sabotage, riot or civil commotion; (e) fires or other casualties, floods, epidemics, quarantines, restrictions, freight embargoes and extreme weather conditions; (f) delays occasioned by the or the City or other governmental authorities whose approval is required, not due to the fault or neglect of the Developer or a Development Entity, and not including normal, customary processing time by the City, but including specifically, but without limitation, delays in the conveyance of title, and delivery of possession of a Project Parcel, in accordance with the terms of this Agreement, or (g) other causes beyond the reasonable control of the Developer or a Development Entity, as long as the Developer or Development Entity is diligently pursuing its obligations hereunder.

1.13 "Ground Lease" shall mean that certain ground lease agreement by and between HANH and either, RAD 1 or RAD 2 or both, as applicable, pursuant to which HANH will lease the Redevelopment Site, or a Phase thereof, to each. Owner will cause a notice of ground lease (the "Notice of Ground Lease") evidencing the Ground Lease to be recorded on the Land Records of the City of New Haven.

1.14 "HANH" shall have the meaning ascribed to it in the preamble of this Agreement.

1.15 "HUD" shall mean the United States Department of Housing and Urban Development.

1.16 "Infrastructure" shall mean all roads, public and private, walkways, sidewalks, curbs, parking lots, lighting, landscaping and plantings, utilities and other related improvements on or immediately adjacent to each Project Parcel as set forth in Exhibits A and E.

1.17 "Infrastructure Design Documents" shall mean those design documents concerning the Infrastructure, as approved by the City Engineer, the City Plan Commission and HANH.

1.18 "Lenders" shall mean any or all individuals or private, public, or governmental institutions who provide financing to the Developer or a Development Entity for purposes related to the Project.

1.19 "Other Affordable Rental Units" shall include, collectively and each as applicable, rental units which are the subject of a Mixed Finance ACC Amendment between the U.S. Department of Housing and Urban Development and HANH ("ACC Units"), or are otherwise subsidized under the Section 8 program, or any successor subsidy program thereto (Section 8 PBV units), or are otherwise affordable tax credit units under any federally funded program, including but not limited to Section 42 of the Internal Revenue Code, or housing that satisfies the definition set forth in Section 8-39a of the Connecticut General Statutes, as the same may be amended from time to time.

1.20 "Other Project Default" shall mean a default by Developer (or the appropriate Development Entity) of those obligations of the Developer (or the appropriate Development Entity) set forth in Sections 5.04, 5.05, 5.06, or 5.07.

1.21 "Other Rental Units" shall include 22 rental units , collectively and each as applicable that are considered Market Rate.

1.22 "Phase" shall mean each of the two phases for development to be constructed consecutively: Westville Manor Phase 1 and Westville Manor Phase 2, as more particularly set forth in Exhibit A-2 of this Agreement.

1.23 "Private Roadways" shall mean those roadways to be constructed by the Developer on the Redevelopment Site under this Agreement as set forth on the Site Plan and the Infrastructure Plan (Exhibits A and C), which will not be dedicated and accepted as Roads.

1.24 "Project" shall have the meaning set forth in the recitals to this Agreement, consisting of an estimated total of up to one hundred nine (109) units to be located on the Redevelopment Site, eighty-seven (87) of which will be RAD Units, and the 22 Other Rental Units..

1.25 "Project Parcel" means individually the real property comprising each phase of the Project, as more particularly described in Exhibit A-2 .

1.26 "RAD Requirements" means all applicable requirements of the RAD program, including without limitation those requirements set forth in HUD Notice PIH-2012-32(HA), REV-3, as it may be amended.

1.27 "RAD Units" shall mean the units converted from public housing units to project-based voucher units pursuant to the RAD Requirements.

1.28 "Redevelopment Site" is defined in the Recitals and is comprised of Westville Manor On-Site Development at 1 and 41 Wayfarer Street, New Haven, Connecticut.

1.29 "State" shall mean the State of Connecticut.

1.30 "Tax Credit Investor" shall mean any or all individuals or institutions that provide tax credit financing to the Developer or a Development Entity for purposes related to the Project.

1.31 Intentionally Omitted.

ARTICLE II

Intentionally Omitted.

ARTICLE III

FINANCIAL AGREEMENTS

3.01 Project Financing.

The Sources and Uses Statements attached as Exhibit C-1 and Exhibit C-2 provide the Developer's best estimate at this time of the anticipated sources of financing for the Project. Said financing is subject to the Developer's determination of reasonable financing terms and subject to the approval of HANH and HUD.

3.02 Capital Budget Expenditures.

(a) The City agrees to provide the financing to HANH for the infrastructure associated with the Project for the benefit of the Redevelopment Site (the "City Infrastructure Funding") in a total amount not to exceed Four Million Dollars and Zero Cents (\$4,000,000.00) to be expended as follows:

(i) One Million Dollars and Zero Cents (\$1,000,000.00) from the City's Fiscal Year 2024 Capital bond financing or other non-city funds or combination thereof, to be available for drawdown upon execution of this Agreement; and

(ii) Three Million Dollars and Zero Cents (\$3,000,000.00) from the City's Fiscal Year 2026 Capital bond financing or other non-city funds or combination thereof, to be available for drawdown no earlier than July 1, 2025.

(b) The City Infrastructure Funding shall be provided to HANH by drawdown in accordance with certain benchmarks, as attached hereto as Exhibit E.

(c) A projected Infrastructure budget is attached hereto as Exhibit G-1 and Exhibit G-2 and made a part hereof.

(d) The City shall authorize an additional One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be reserved by the City for the City to cover costs associated with the administrative bond fee of the City Infrastructure Funding.

3.03 CHFA Tax Credit Financing.

Developer expects to apply for tax credit financing for each Phase of the Project. The City agrees to continue to support the Developer's receipt of CHFA tax credit financing as a high priority, provided it is agreed and understood that if all or any part of said CHFA tax credit financing is unavailable, it is not the City's responsibility to find an alternative source of financing. Notwithstanding anything else to the contrary contained herein, Developer shall identify and make best efforts to obtain other sources of financing for the Project, including, but not limited to Choice Neighborhood Initiative ("CNI"), Federal Home Loan Bank, Connecticut Housing Assistance for Multifamily Properties ("CHAMP"), Connecticut Housing Finance Authority Supportive Housing Initiative ("CHFA"), funding from the State of Connecticut Department of Economic and Community Development ("DECD"), the State of Connecticut Department of Housing ("DOH"), economic stimulus, or other funds, and, to the extent possible, the City shall lend its support to such efforts.

ARTICLE IV

TAX AGREEMENTS

4.01 RAD Units and Other Affordable Rental Units.

(a) (i) Commencing upon the date on which a Notice of Ground Lease with respect to the Ground Lease of a Project Parcel is recorded on the New Haven Land Records, or in the event of a sale of the Redevelopment Site to a Development Entity, the City Real Estate Taxes due on such Project Parcel shall abate with respect to the RAD Units, for a period of thirty-nine (39) years (the "Tax Agreement Period"), all in accordance with the provisions of Section 28-4 of the Code of Ordinances of the City of New Haven.

(i) Until the later of (a) thirty-six (36) months from the effective date of this Agreement or (b) twenty-four (24) months from the issuance of a building permit or building permits for the construction of the Project on a Project Parcel (hereinafter referred to as the "Construction Period"), the City Real Estate Taxes shall abate in their entirety for the Redevelopment Site;

(ii) Upon the expiration of the Construction Period, the Owner of the Redevelopment Site shall make a payment in lieu of Taxes (PILOT) as follows: The annual sum payable with respect to the Rental Units during the Tax Agreement Period shall be determined by multiplying the number of Rental Units by the sum of \$450.00 (the "Base Rate"), and such Base Rate shall be increased annually with respect to each RAD Unit and each Other Affordable Rental Unit, if applicable by three percent (3%) per annum (the "Escalation Rate"). Notwithstanding anything to the contrary contained herein, in no event shall the Base Rate, increased by the Escalation Rate, be an amount which exceeds the amount of real property taxes which would, but for this Agreement, otherwise be payable with respect to the RAD Units and the Other Affordable Rental Units, as applicable.

(b) It is hereby agreed, stipulated and understood that at the expiration of the Tax Agreement Period the full amount of all City Real Estate Taxes then assessed with

respect to the RAD Units, and the Other Affordable Rental Units, shall be payable in full by the Development Entity, or (if appropriate) by the then owner of the Project, provided, however, that in the event that the Project is owned by HANH or by an entity controlled by HANH, the real estate tax status of the Project shall be determined in accordance with then applicable law.

(c) Notwithstanding the provisions in subsection 3.01(a) above, HANH, the Developer, the Owner, or any successor in interest to the Owner, as the case may be, shall have the right to appeal any assessment of the Other Rental Units available under Title 12 of the Connecticut General Statutes.

(d) The Developer shall provide the Tax Collector with information necessary for the Tax Collector to calculate the tax abatements provided under this Section 3.01.

(e) It is agreed, stipulated and understood that the tax abatement set forth in this Section 3.01 is limited solely to the RAD Units, and Other Affordable Rental Units, as applicable, and that no tax abatement shall attach to the Other Rental Units.

4.02 General Provisions.

(a) The City Assessor and Tax Collector shall calculate and/or abate City Real Estate Taxes, fully or partially, as the case may be, in accordance with the information provided to the City as required by Subsection 3.01.

(b) The tax agreements set forth in this Article III shall run with the land and shall remain in full force and effect with respect to the RAD Units, in the event a Project Parcel is sold, transferred or otherwise conveyed, so long as the use restrictions in the Ground Lease or other agreement recorded on the land records of the City of New Haven restricting the use of a Project Parcel to Affordable Housing remain in effect.

(c) In the event that a Development Entity fails to pay timely any amounts set forth in this Article as tax payments hereunder, the unpaid amounts shall be subject to the provisions of the Connecticut General Statutes pertaining to interest on delinquent tax payments as to a Project Parcel owned by that Development Entity.

ARTICLE V

ENVIRONMENTAL MATTERS

5.01 Environmental Matters.

The Developer shall not itself, and Developer shall not permit any third parties with whom Developer contracts in regard to this Agreement, to bring onto the Redevelopment Site any (i) asbestos or asbestos-containing material or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute

demolition, remediation or construction of the Project), or (iii) soil containing volatile organic compounds (collectively (i)-(iii) are the “Prohibited Substances”). Developer shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the Redevelopment Site resulting from a default under this Section. At such time that Developer enters into agreements with HANH that provides Developer with site control of any site, any indemnifications provided to HANH by Developer pursuant to those agreements will extend to the City hereunder.

5.02 Physical Inspections.

At any time after execution of this Agreement, the Developer shall have a non-exclusive right, through its agents, employees or other representatives, to enter said parcels to perform, at its own cost and expense, such inspections and/or tests of, on or with respect to such parcel(s), as the Developer may deem reasonable.

ARTICLE VI

THE PROJECT DEVELOPMENT— DEVELOPER'S OBLIGATIONS

6.01 Developer Obligations.

The Developer shall undertake and complete the Project as described in the recitals in this Agreement. The Developer's obligations set forth in this Agreement are contingent upon the Developer securing sufficient financing for the Project (other than the financing committed by HANH). Developer represents to the City that it believes that it will be able to secure such financing and shall use all best efforts to do so.

6.02 Zoning Matters.

The parties acknowledge that they will be applying to the New Haven City Plan Commission for site plan, soil and sedimentation approval. The City shall cooperate with and assist the Developer in procuring all approvals, permits, variances, special exceptions, site plan approvals, and soil and sedimentation approvals, certificates and other governmental authorizations required for the Project under any municipal, state and federal law, including all relevant codes and regulations, provided that it is agreed and understood that the City shall not be responsible if any such authorizations are not forthcoming and that the City does not have any control of any state or federal agencies with respect to any such permits or approvals of or authorization or any control over the decisions of the City Plan Commission or the New Haven Board of Zoning Appeals. In the event that an appeal is taken by a third party from any zoning approvals granted to the Developer, at the request of the Developer, the City agrees to work equally with the Developer to take all reasonable steps to defend such appeal.

6.03 Other Permits and Approvals.

The City shall cooperate with and assist the Developer in procuring all other approvals, permits, variances, special exceptions, site plan approvals, and soil and sedimentation approvals, certificates, and other governmental authorizations required for the Project and any municipal, state and federal law, including all relevant codes and regulations, provided that it is

agreed and understood that the City shall not be responsible if any such authorizations are not forthcoming and that the City does not have any control of any state or federal agencies with respect to any such permits or approvals or authorizations and neither does the City have any control over the decisions of the New Haven Board of Zoning Appeals.

6.04 Performance Schedule.

The parties acknowledge that the Project is a multi-year undertaking with, inter alia, complicated tax credit financing components. Notwithstanding the above, the Developer agrees to use diligent efforts to have the Project completed within those timeframes as set forth in Exhibit D attached hereto, subject to those extensions and permissible causes for delay, as set forth therein. The schedule shall be further determined by HANH. Developer shall provide to the City those monthly status reports required by HANH.

6.05 Rental Licenses/Inspections.

All units in the Project which are not Section 8 PBV Units, RAD Units, ACC Units, or owned by the Authority or its affiliates or instrumentalities, shall be subject to the requirements of the City's Residential Licensing and Housing Code inspection ordinance, to the extent the same is otherwise applicable to such units.

6.06 Other Developer Obligations.

(a) Lighting. The Developer shall pay for and install a mixture of standard and decorative lighting fixtures as reviewed and approved by the City. The City agrees to maintain and assume the cost of electrical power for all fixtures in any public right-of-way.

(b) Landscaping. The Developer shall construct along the roads such plantings, lawned areas, medians and streetscape maintenance and other landscape improvements ("Landscaped Areas"), as shown on the Site Plan. The Developer shall provide routine maintenance of the Landscaped Areas in accordance with a Maintenance Plan submitted to and approved by the City Engineer no later than prior to the completion of the first unit in the Project.

(c) Refuse Removal and Disposal. Developer, the applicable Development Entity or other owner of a Project Parcel shall be responsible for refuse removal and disposal, and the cost of the same, for the Project.

(d) Water and Sewer Improvements. The water and sewer system for the Project shall be installed by Developer at the sole cost and expense of Developer, which cost shall include (without limitation) any and all permit or other fees associated therewith.

6.07 Employment Requirements.

The Developer shall comply with the affirmative action and jobs requirements set forth in the plan attached hereto as Exhibit F, and shall work cooperatively with the City and

HANH to achieve such compliance. Developer agrees that it shall use the City's Small Business Initiative as referenced in Exhibit F to assist Developer in the fulfillment of Developer's obligations pursuant to this Section 5.07. In addition, upon execution and delivery of this Agreement, the Developer shall pay up to Five Thousand and No/100 Dollars (\$5,000.00) to the City's Commission on Equal Opportunities to be deposited in Account 20422215 and up to Ten Thousand and No/100 Dollars (\$10,000.00) to the City's Small Business Initiative to be deposited into account 21772447 by the City's Office of Economic Development to be used for services related to outreach and reporting with respect to the Project. City and HANH hereby approve the plan set forth in Exhibit E.

6.08 Insurance and Indemnification.

Each Development Entity shall obtain commercial general liability insurance policies with respect to the Project in accordance with the requirements of HANH. The Development Entity shall deliver certificates of such policies to HANH and the City as soon as practicable after such policies have been obtained with respect to each Project Parcel. To the fullest extent permitted by law, each Development Entity shall indemnify and hold harmless HANH and the City and their respective agents and employees from and against all claims, damages, losses and expenses with respect to the Project, including, but not limited to, attorney's fees, arising out of or resulting from personal injury or property damage to the extent occasioned by the acts or omissions of the performance by the Development Entity of its obligations with respect to the Project or failure to conform to the requirements of this Agreement with respect to the Project. Such indemnity shall apply to any such claim, damage, loss or expense caused by anyone directly or indirectly employed by the Development Entity or anyone for whose acts the Development Entity may be liable, regardless of whether or not caused in part by a party indemnified hereunder. It is agreed, acknowledged and understood that the indemnification in this Section creates an obligation of each Development Entity only and no other party and only for claims, damages, losses and expenses arising during the Construction Period and/or the Tax Agreement Period.

6.09 Construction Fencing and Publicity.

The Developer agrees that during the construction of the improvements on a Project Parcel, the construction fencing for such Project Parcel shall be of high quality and with appropriate material, height, and content, such as images of New Haven selected by the Developer, which shall be reviewed by the City. In addition, during such construction period, a sign will be erected on the Project Parcel which will provide the names of all of the entities that have provided public funding for the Project, which sign shall comply with the requirements of the City and third-party funding agencies. The Developer agrees to cooperate with the City and such third-party funding agencies regarding publicity for the Project.

6.10 Infrastructure.

(a) The Developer shall complete the Infrastructure as shown on Exhibit E (the "Infrastructure Plan"). The Developer shall provide to the City Engineer the plans and specifications for the Infrastructure (the "Infrastructure Design Documents") when those documents are prepared, and, except as otherwise set forth herein, all such Infrastructure Design Documents shall adhere to all municipal codes, regulations and

standards applicable thereto. The Infrastructure Design Documents shall be subject to the approval of the City and HANH, which approvals shall not be unreasonably withheld or delayed. Any change to the Infrastructure Design Documents made subsequent to the City Engineer's approval shall be submitted to the City Engineer and HANH for further review and approval, which approvals shall not be unreasonably withheld or delayed. In the event of any disapproval of documents submitted hereunder, the reasons for such disapproval shall be provided therewith.

(b) Prior to commencing work on the Infrastructure, the Developer shall submit an itemized project cost breakdown to the City and HANH for approval. The City and HANH shall have the right to review the project cost breakdown for conformity with the approved Infrastructure Design Documents and shall not unreasonably withhold or delay their approvals. In all events said approvals shall be deemed granted unless specific reasons are provided to Developer within 45 days. In the event of any disapproval of documents submitted hereunder, the reasons for such disapproval shall be provided therewith.

(c) The Developer shall cause the Infrastructure to be constructed in a good and workmanlike manner in accordance with the approved Infrastructure Design Documents and any approved modifications thereof. The City and HANH may from time to time inspect the work and notify the Developer in writing of any way in which the work fails to comply with the terms and provisions of this Agreement or with the approved Infrastructure Design Documents or with the Infrastructure Plan or Development Schedule. The Developer shall pay to the City up to \$20,000.00 from available Project financing to fund the cost of a City Engineer for the purpose of providing staffing for the coordination and inspection of all Infrastructure to be constructed by the Developer hereunder. The Developer shall provide the City Engineer or his or her designee and HANH notice no less than five (5) working days prior to any work anticipated to be done on the Infrastructure, detailing the location and type of work expected to be done in such detail that he or she can prepare to inspect said work. The Developer shall also provide the City Engineer and HANH with copies of all field changes and change orders with respect to the Infrastructure Design Documents for his or her approval prior to the work being done. The Developer shall construct the Infrastructure only after obtaining all required governmental licenses, permits and approvals therefor, and thereafter in compliance with all such licenses, permits and approvals and otherwise in compliance with all applicable laws, rules and regulations. To the extent permissible under applicable law, the City shall cooperate with and support the Developer in seeking to obtain governmental licenses, permits and approvals for the Infrastructure.

(d) The Developer shall use diligent efforts to complete substantially the Infrastructure Phase in accordance with the schedule for the Development. A certificate of occupancy shall not be issued for any unit unless the roads or streets servicing such unit shall be built or a bond has been provided by the road contractor in an amount and under terms agreed to by the City sufficient to complete any such street and other Infrastructure which are not finished and accepted by the City. The construction of the Infrastructure shall be deemed substantially complete when such improvements are built

in accordance with the approved Infrastructure Plan and related infrastructure design documents (the "Infrastructure Design Documents") and any approved modifications thereto.

(e) Upon completion of the Infrastructure in accordance with the Infrastructure Design Documents, and upon approval, in writing, by the City Engineer, the City shall accept and assume responsibility for the roads as public ways in the City of New Haven. No further action, other than the Board of Alders' approval of this Agreement and Developer's compliance with this Article V, shall be required for such dedication of the roads. Notwithstanding the foregoing, it is agreed and understood that any material addition to, subtraction from or other such modification to the road infrastructure as herein described must be submitted to the Board of Alders for its approval. Nothing in this subsection shall preclude the City from accepting the dedication of any other property. At the time any of the roads are completed and ready for use, the Developer will supply the City "as-built" plans of the roads and the Infrastructure in form and detail to the satisfaction of the City Engineer.

ARTICLE VII

THE PROJECT DEVELOPMENT – CITY OBLIGATIONS

7.01 Government Approvals.

The City shall exercise reasonable efforts to expedite the Project through the efficient, timely processing and coordination of all matters relating to the Project in which it is involved. The City shall cooperate with and assist the Developer in procuring all approvals, permits, certificates and other governmental authorizations required for the Project and any municipal, state and federal law, including all relevant codes and regulations, provided that it is agreed and understood that the City shall not be responsible if any such authorizations are not forthcoming.

7.02 Discontinuance and Acceptance of Streets.

The City, in order to effectuate the Project, shall discontinue any streets and other easement rights required to accomplish the Project as shown on the Site Plan and the Infrastructure Plan, and shall accept the new roads in the locations shown on the Site Plan and the Infrastructure Plan, as more particularly described in Section 5.10 hereinabove. The Board of Alders' approval of this Agreement shall constitute its approval of the discontinuance and dedication of all of those roads shown on the Site Plan and the Infrastructure Plan. The Developer hereby acknowledges and agrees, however, that the Developer shall obtain further Board of Alders approval with respect to the specific names to be attributed to all of those roads shown on the Site Plan and the Infrastructure Plan. Notwithstanding the foregoing, it is agreed and understood that any material addition to, subtraction from or other such modification to the road infrastructure as herein described must be submitted to the Board of Alders for its approval.

7.03 Temporary Street Closures.

Upon request by Developer, the City may close temporarily all or portions of City-owned streets in and around the Redevelopment Site as may be necessary to facilitate development of a Project Parcel, provided that all such temporary City-owned street closings will be coordinated with the Developer, and any such actions with respect to such temporary City-owned street closings shall be in the sole discretion of the City following such request by the Developer. In particular, but without limitation, Developer acknowledges and agrees that there shall never, without the prior consent of the City, be any temporary closing of any City-owned street where such street is necessary for public access, except in case of emergency. Further, Developer agrees that during any such temporary closure, Developer accepts any and all liability with respect to the closed portion and shall indemnify and hold harmless the City with respect thereto. In addition, the Developer may request that the closed portion of a City-owned street be fenced in during temporary closure, where such fencing is reasonably required in order to facilitate the Project. With respect to any City-owned street, the City may, in its sole and absolute discretion, accede to any such request, provided that the same does not unreasonably disrupt traffic patterns in the area.

ARTICLE VIII

MISCELLANEOUS RIGHTS AND OBLIGATIONS

8.01 Development Entities.

(a) The Developer shall have the right to assign all or any portion of its interests in the Project and all or any portion of its rights and responsibilities under the terms of this Agreement, or any other agreement to which it is a party in relationship to a Project Parcel, to one or more related entities (each a "Development Entity", severally, the "Development Entities"); provided that, with respect to each such Development Entity: (i) such Development Entity shall initially have as its controlling entity an entity under common control of the Developer (ii) the Development Entity assumes, in writing, full responsibility for the performance of the obligations of the Developer with respect to the Project (iii) such Development Entity, or any general partner or managing member thereof, is not in default of a financial obligation to the City, does not owe taxes to the City and is not engaged in litigation (excepting tax appeals) with the City. Each Development Entity shall have the right of assignment accorded to the Developer in this Subsection 7.01. Upon such assignment, the Development Entity shall be solely and exclusively liable for the obligations of Developer with respect to the obligations of Developer hereunder.

8.02 Meetings of the City, HANH, the Developer and Others.

The City, HANH, and the Developer shall meet at regularly scheduled meetings to disclose to each other and review all information relevant to this Agreement. All such meetings shall be attended by one or more Authorized Representatives from each party who has the necessary authority to make decisions with respect to the Project. In the event that either party has a particular issue which requires review, notice of that issue shall be given to the other party in writing no less than two (2) days prior to the scheduled date of the meeting, unless circumstances prevent such notice, in which case the party endeavoring to give such notice shall use reasonable efforts to provide prior oral notice.

8.03 Licenses and Access.

Each party hereby agrees to grant to the other party, upon such party's request, such access agreements and/or licenses for construction, utilities, vaults, footings, signage and other similar purposes, as may be reasonably necessary to permit or facilitate performance of the requesting party's obligations with respect to the Project as herein set forth; provided, however, that with respect to any such license or agreement granted by the City, the Developer shall comply with customary City requirements with respect to insurance, permits and design review.

8.04 Project Monitoring and Reporting.

(a) The Developer shall provide the City with a copy of all monthly status reports provided to HANH. In addition, the Developer shall deliver to the City by and through the City's Livable City Initiative (Administrative Services Division) copies of plans, payment requisitions including but not limited to lien waivers, notification of all project meetings, and construction job site meetings, to enable the City to monitor the Cooperation Agreement on behalf of the City of New Haven. Developer agrees that in order to enable the City to fulfill its obligations under this Section 7.04, upon execution and delivery of this Agreement, Developer shall pay an administrative fee of up to Ten Thousand and No/100 Dollars (\$10,000.00) to the City's Livable City Initiative to be deposited into the Housing Development Repayment Fund account.

(b) In furtherance of the BOA Order, HANH, Owner and the Developer shall report to the Board of Alders of the City of New Haven the status of the Project ten (10), twenty (20) and thirty (30) years from the Effective Date.

ARTICLE IX

DISPUTE RESOLUTION; NOTICE TO TAX CREDIT INVESTOR

9.01 Developer Default.

(a) In the event that the Developer (or the appropriate Development Entity) materially defaults on its obligations as set forth in this Agreement (subject to Force Majeure and subject further to Development Contingencies), the City or HANH shall so notify the Developer of the nature of the default. The Developer (or the appropriate Development Entity) shall, within one hundred twenty (120) days thereafter, cure the default, or, if correction within such time is not possible, within such additional time as may be reasonably necessary, so long as the Developer (or the appropriate Development Entity) diligently pursues such cure.

(b) In the event that the Developer (or the appropriate Development Entity) disputes the allegations of default, the Developer shall, by no later than thirty (30) days following receipt of the City's or HANH's notice of the nature of the default, given pursuant to Subsection (a), give notice to the City and HANH of its intention to arbitrate, whereupon the provisions of Section 8.02 shall take effect.

(c) In the event that Developer (or the appropriate Development Entity) fails to commence or complete construction timely within the periods set forth in Article V and, in either instance, the Developer (or the appropriate Development Entity) further fails to cure the default as set forth in Subsection (a) and further fails to give notice to the City and HANH of its intention to arbitrate, as set forth in Subsection (b), or, the matter involving either of such defaults has been resolved through arbitration in favor of the City or HANH, the City or HANH may, at their sole option, terminate this Agreement with respect to its obligations not expressly subject to the arbitration but shall not terminate as to a non-defaulting Development Entity.

(d) Notwithstanding any of the foregoing, it is agreed and understood that the City or HANH may, at the City's or HANH's option, deliver notice of an "Other Project Default". If Developer (or the appropriate Development Entity) fails to cure such Other Project Default within thirty (30) days (or, if the same is not susceptible of cure within such 30 day period, then if Developer (or the appropriate Development Entity) shall fail to commence a cure within such 30 day period and thereafter diligently complete the same), then the City or HANH may give notice of arbitration with respect thereto in accordance with the provisions of Section 8.02, and in the event that such arbitration proceedings shall be determined in favor of the City or HANH, the City or HANH shall have the right to enforce the decision of the Arbitrator in a court of competent jurisdiction, by way of specific performance.

(e) City or HANH Default. In addition to other remedies set forth in this Agreement, in the event that the City or HANH materially defaults on any of their obligations as set forth in this Agreement, then the procedure set forth in Section 8.01 with respect to a default by the Developer (or the appropriate Development Entity) shall apply with respect to a default by the City or HANH. In the event that the City or HANH fails to cure a default, the Developer (or the appropriate Development Entity) shall retain all remedies against the City or HANH as the case may be, available at law or in equity for breach of contract, including a right to specific performance and injunctive relief, without the requirement to pursue arbitration under Section 8.02.

9.02 Arbitration.

All claims, disputes and other matters in question between the City, HANH, and the Developer (or the appropriate Development Entity) arising out of, or relating to, the Agreement or the breach thereof, shall be decided by arbitration in accordance with the American Arbitration Association then obtaining, except as expressly set forth herein, or unless the parties mutually agree otherwise. No arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, persons other than the City, HANH and the Developer (or the appropriate Development Entity) except by written consent containing a specific reference to the Agreement and signed by the City, HANH, Developer (or the appropriate Development Entity), and the person or persons sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the

arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The party filing the demand for arbitration shall name one arbitrator at the time it files the demand and the other party shall name a second arbitrator within thirty (30) days of the date the demand is received by the American Arbitration Association. The two arbitrators so selected shall appoint a third arbitrator from a list provided by the American Arbitration Association within seven (7) days of receipt of said list. If either party fails to name an arbitrator within the time prescribed in this Section or if the arbitrators appointed by the parties do not appoint a third arbitrator within the time prescribed in this Section, the American Arbitration Association shall make the appointment. The demand for arbitration shall not be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

During any arbitration proceedings, and until such time as a decision is rendered, the parties shall continue to perform their respective obligations as set forth in this Agreement, provided that Developer (or the appropriate Development Entity) shall not be obligated to expend funds during any such proceedings to the extent the alleged default is a failure of the City to perform its obligations under Article III or Article VI above or to the extent the default is a failure of HANH to perform its obligations herein.

9.03 Lender and Tax Credit Investor Protection Provision.

All notices required to be sent to the Developer (or the appropriate Development Entity) pursuant to this Article VIII and Section 9.03(f) shall be simultaneously sent in writing to each Lender and the Tax Credit Investor for the Project, provided such Lender and Tax Credit Investor has notified the City and HANH of its address in writing. Any Lender and any Tax Credit Investor of the Project shall have the right to remedy any default under this Agreement with respect to the Project or cause the same to be remedied and the City shall accept such performance by or at the instance of such Lender and Tax Credit Investor as if the same had been made by the Developer (or the appropriate Development Entity) or other owner of such property or portion thereof. There shall be added to any grace period allowed by the terms of this Agreement to the Developer (or the appropriate Development Entity) for curing any default, an additional sixty (60) days for any such Lender and Tax Credit Investor to cure the same beyond the time allowed to the Developer (or the appropriate Development Entity). Even if the Developer (or the appropriate Development Entity) is not afforded any cure period under this Agreement with respect to a default, each Lender and Tax Credit Investor shall be entitled to cure such default within sixty (60) days of the date Lender or Tax Credit Investor, as applicable, receives notice thereof from the City or HANH. If any such default by its nature cannot be cured within such sixty (60) day period, each such Lender or Tax Credit Investor shall be allowed an additional period of time within which to cure such default, provided any Lender or Tax Credit Investor commences a cure within such sixty (60) day period and diligently prosecutes such cure to completion. The City and HANH shall not be entitled to terminate this Agreement or any part thereof during the Lender's and Tax Credit Investor's cure period.

In case of any such default, the City or HANH shall not be empowered to terminate this Agreement or any part thereof upon the occurrence of such default if any Lender within thirty (30) days after expiration of the Lender's cure period provided in the foregoing paragraph shall commence foreclosure or similar proceedings under its mortgage for the purpose of acquiring the mortgagor's interest in such property subject to said mortgage and thereafter diligently prosecutes the same.

Notwithstanding any other provision to the contrary contained herein, in connection with the foreclosure of any mortgage encumbering Project Parcels or any portion thereof, deed in lieu of foreclosure of such mortgage or exercise of any power of sale in connection with such mortgage, the mortgagee or any purchaser at the foreclosure sale or through exercise of said power of sale, and their successors and assigns, may become the legal owner of such property or portion hereof, and shall thereafter be subject to each and every obligation contained herein as if it were the named Developer, or appropriate Development Entity, each as applicable with respect to the specific Project Parcel in question.

ARTICLE X

MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

10.01 Representations.

Subject to any necessary HUD or HANH approvals, Developer and Owner represent that they are duly authorized and empowered to undertake and complete the Project as herein described and set forth and to execute and deliver this Agreement and any and all documents, deeds and instruments required hereunder by it for the Project.

HANH (subject to any required HUD approvals), Developer and the City represent that they are authorized to undertake their obligations in connection with the Project as herein described and set forth and to execute and deliver this Agreement and any and all documents, deeds and instruments required hereunder by it for the Project.

Each of the parties hereto affirmatively represents that it has engaged no broker or finder in connection with the negotiation of this Agreement, and each hereby indemnifies and holds the other harmless against any claims for fees for such services by any persons or firm claiming under or through such indemnitor.

The City represents that (i) to the extent there are no material changes in the terms of this Agreement and no expansion of the City's financial commitments herein, and (ii) to the extent amendments are from time to time required to conform this Agreement to the legal requisites of sources of funding, the Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver any and all documents as may be needed or appropriate, from time to time, to implement and effect the intent and purposes set forth in this Agreement.

10.02 General Agreements.

(a) Nothing contained in this Agreement, or in past or future transactions, shall create, or be deemed to create, any partnership, third-party beneficiary, principal

agent, or joint venture relationship between the City, HANH, Owner, and Developer, except that the Development Entity's Lenders and Tax Credit Investors and each of their successor and assigns shall be deemed third party beneficiaries.

(b) This Agreement shall survive the execution and delivery of any deeds, leases or other documents required by, or referred to, in this Agreement.

(c) To the extent that there are any technical modifications required which are not substantial changes requiring Board of Alders approval, the Economic Development Administrator of the City is authorized and empowered to execute and deliver such agreements and documents necessary to effectuate such modification(s).

10.03 Principles of Interpretation.

In this Agreement:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of this Agreement.

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Except as otherwise provided in Section 5.03, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall be in the sole discretion of the party whose approval, consent or acceptance is required.

(f) All notices and requests to be given hereunder shall be given in writing to the individuals at the addresses specified below or to such individuals and addresses as shall be later named by the party hereto, upon written notice to the other party within a reasonable time and shall be deemed to have been made either (i) when deposited in the United States mail, by certified or registered mail, return receipt requested, or (ii) hand-delivered and addressed to the parties below:

If to the Developer:

The Glendower Group, Inc.
360 Orange Street
New Haven, Connecticut 06511
Attn: President

With a copy to:	McCarter & English, LLP CityPlace I 185 Asylum Street Hartford, Connecticut 06103 Attn: Rolan Joni Young, Esq.
With a copy to:	Reno & Cavanaugh, PLLC 455 Massachusetts Avenue, N.W. Suite 400 Washington, D.C. 20001 Attn: Efre Levy, Esq.
If to Owner:	Westville Manor RAD I LLC, or Westville Manor RAD II LLC 360 Orange Street New Haven, Connecticut 06511 Attn: President
With a copy to:	McCarter & English, LLP CityPlace I 185 Asylum Street Hartford, Connecticut 06103 Attn: Rolan Joni Young, Esq.
With a copy to:	Reno & Cavanaugh, PLLC 455 Massachusetts Avenue, N.W. Suite 400 Washington, D.C. 20001 Attn: Efre Levy, Esq.
If to the City:	Economic Development Administrator 165 Church Street New Haven, CT 06510
With a copy to:	Special Counsel to Economic Development 165 Church Street New Haven, CT 06510
With a copy to:	Office of the Corporation Counsel 165 Church Street New Haven, Connecticut 06510 Attn: Michael J. Pinto Assistant Corporation Counsel
With a copy to:	Livable City Initiative Deputy Director 165 Church Street

New Haven, Connecticut 06510

Department of Finance
Contract Compliance
200 Orange Street
New Haven, CT 06510

If to HANH:

Housing Authority City of New Haven
360 Orange Street
New Haven, CT 06511
Attn: Executive Director

With a Copy to:

McCarter & English, LLP
CityPlace I
185 Asylum Street
Hartford, Connecticut 06103
Attn: Rolan Joni Young, Esq.

With a Copy to:

Reno & Cavanaugh, PLLC
455 Massachusetts Avenue, N.W., Suite 400
Washington, D.C. 20001
Attn: Efrem Levy, Esq.

If to Tax Credit Investor:

Attention: _____

(g) Whenever a party to this Agreement is required to consent to an action by another party or to approve any such action to be taken by another party, unless the context clearly specifies a contrary intention or specific time limitation, such approval or consent shall be in writing, shall be given within fifteen (15) days (or deemed given if not denied in writing within said period), and shall not be unreasonably withheld or delayed by the party from whom such approval or consent is required.

(h) This Agreement constitutes the entire written understanding of the parties with respect to the matters set forth herein and all prior agreements and undertakings are merged herein and superseded hereby. This Agreement may not be amended except in writing, signed by each of the parties.

(i) This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Connecticut.

(j) If any provision of this Agreement shall be ruled invalid by any court of competent jurisdiction or shall be rendered invalid by any change in applicable laws or

for any other reason, the invalidity of such provision shall not affect any of the remaining provisions hereof, all of which provisions shall remain in full force and effect as if such invalid provision was not set forth herein.

(k) In the event there is any conflict between the provisions of this Agreement and those of other agreements mentioned herein, the provisions of this Agreement shall govern the disposition of the conflict.

(l) The terms of the Exhibits attached to this Agreement shall be incorporated into the Agreement as if fully set forth herein.

(m) The Developer shall comply with all applicable laws, regulations, ordinances and/or orders of any federal, state or municipal authority or any agency thereof, except as otherwise specifically set forth herein.

10.04 Property Management.

It is agreed and understood that following completion of each unit in the Project, it is anticipated that a third party qualified management firm (the "Qualified Management Firm") will manage the Project pursuant to a management agreement between the Owner and Management Company. Notwithstanding the foregoing, it is further agreed and understood that the Management Company or any subsequent operator (the "Operator") shall be obligated to manage the Project in a professional and efficient manner and must achieve the Minimum Performance Level. For the purposes hereof, the term "Minimum Performance Level" shall mean that the Owner shall achieve the performance standards set forth in Exhibit H.

In the event that the Operator shall at any time during the term of this Agreement fail to attain the Minimum Performance Level then the Developer or Development Entity shall be obligated to terminate the then current Operator and appoint a new Operator reasonably acceptable to HANH, Developer Entity, Investor and Lender, and shall provide the City with notice of the termination, the name and appropriate contact information for the new Operator. Each management agreement shall expressly reference this Section 9.04.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, as of the day and year first above written at New Haven, Connecticut, the parties hereto have caused this Agreement in counterparts, to be signed, sealed and delivered by their duly authorized representatives.

Executed in the presence of:

CITY OF NEW HAVEN

By:_____

Justin Elicker
Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____

Atty. Michael J. Pinto.
Assistant Corporation Counsel

HOUSING AUTHORITY OF THE CITY OF
NEW HAVEN

By:_____

Karen DuBois-Walton
Executive Director

WESTVILLE MANOR RAD I LLC
By: Westville Manor RAD I Redevelopment
Corporation, its Managing Member

By:_____

Karen DuBois-Walton
President

WESTVILLE MANOR RAD II, LLC
By: Westville Manor RAD II Redevelopment
Corporation, its Managing Member

By: _____
Karen DuBois-Walton
President

THE GLENDOWER GROUP, INC.

By: _____
Karen DuBois-Walton
President

APPROVED AS TO FORM
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

[ACKNOWLEDGEMENT PAGES FOLLOW]

STATE OF CONNECTICUT)
 : ss. New Haven
COUNTY OF NEW HAVEN)

On this the ____ day of _____, 202_, before me, the undersigned officer, personally appeared Justin Elicker, as Mayor the City of New Haven, one of the signers and sealers of the foregoing instrument, and he acknowledged the same to be the free act and deed of the City of New Haven, and of himself as Mayor thereof, before me.

Printed Name: _____
 Notary Public
 Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss. New Haven

On this the ____ day of _____, 202_, before me, the undersigned officer, personally appeared Karen DuBois-Walton, Executive Director of the Housing Authority of the City of New Haven, one of the signers and sealers of the foregoing instrument, and she acknowledged the same to be the free act and deed of the Housing Authority of the City of New Haven and of herself, as Executive Director thereof, before me.

Printed Name: _____
Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss. New Haven

On this the ____ day of _____, 202__, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the President of ECC Group II Westville Manor RAD I Redevelopment Corporation, Managing Member of ECC Group II Westville Manor RAD, I LLC, a Connecticut limited liability company, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the limited liability company, by signing the name of the limited liability company by herself as such officer.

In witness whereof I hereunto set my hand.

Printed Name:
Notary Public/ My Commission Expires:
Commissioner of Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss. New Haven

On this the ____ day of _____, 202__, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the President of Westville Manor RAD II Redevelopment Corporation, Managing Member of Westville Manor RAD II, LLC, a Connecticut limited liability company, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the limited liability company, by signing the name of the limited liability company by herself as such officer.

In witness whereof I hereunto set my hand.

Printed Name:
Notary Public/ My Commission Expires:
Commissioner of Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss. New Haven

On this the ____ day of _____, 202__, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the President of The Glendower Group, Inc., a Connecticut corporation, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the corporation, by signing the name of the corporation by herself as such officer.

In witness whereof I hereunto set my hand.

Printed Name:

Notary Public/ My Commission Expires:

Commissioner of Superior Court

EXHIBIT A-1

The Redevelopment Site (Westville Manor)

Two certain parcels of land situated in the Town and County of New Haven and State of Connecticut shown on a map entitled "Westville Manor", prepared by Bernard E. Godfrey, New Haven, Conn., R.L.S. 7387, dated Oct. 1, 1982, which map is on file in the Land Records of the Town of New Haven, to which reference may be had, and said parcels being more particularly bounded and described as follows:

FIRST PARCEL (533,458 sq. ft.)

Commencing at a point in the Northerly street line of Wintergreen Avenue, said point being marked by a monument on the New Haven and Hamden Town Line, said monument further having the coordinates North 186,040.01 and East 540,998.94 on the Connecticut Coordinate System;

Thence, running North 8 degrees 08 minutes 58 seconds East 798.05 feet along the aforementioned Town Line;

Thence, running due East 389.83 feet along land now or formerly of the City of New Haven;

Thence running due North 46.44 feet along land now or formerly of the City of New Haven;

Thence running North 63 degrees 50 minutes 30 seconds East 23.60 feet along land now or formerly of the City of New Haven;

Thence running North 59 degrees 19 minutes 28 seconds East 145.93 feet along land now or formerly of the City of New Haven;

Thence running South 67 degrees 09 minutes 38 seconds East 108.95 feet along land now or formerly of the City of New Haven;

Thence running due South 95.00 feet along land now or formerly of the City of New Haven;

Thence running due East 95.00 feet along land now or formerly of the City of New Haven;

Thence running due South 95.00 feet along land now or formerly of the City of New Haven;

Thence running due East 35.00 feet along land now or formerly of the City of New Haven;

EXHIBIT A-1, cont.

Thence running due South 100.00 feet along land now or formerly of the City of New Haven;

Thence running due West 538.28 feet along land now or formerly of the City of New Haven;

Thence running 289.13 feet along the arc of a curve to the left, which curve has a radius of 55 feet;

Thence running due East 183.28 feet along land now or formerly of the City of New Haven;

Thence running 15.71 feet along the arc of a curve of radius 10.00 feet and concave to the Southwest;

Thence running due South 155.46 feet along land now or formerly of the City of New Haven;

Thence running in a general Southeasterly direction 151.62 feet along the arc of a curve of radius 377.00 feet, said arc of curve being concave to the East;

Thence running South 23 degrees 02 minutes 34 seconds East 26.65 feet along land now or formerly of the City of New Haven;

Thence running in a general Southwesterly direction 33.11 feet along the arc of a curve of radius 21.08 feet, said curve being concave to the Northwest;

Thence running in a general Westerly direction 49.47 feet along the arc of a curve of radius 123.00 feet, said curve being concave to the North;

Thence running due West 170.20 feet along land now or formerly of the City of New Haven;

Thence running 289.13 feet along the arc of a curve to the left, which curve has a radius of 55 feet;

Thence running due East 170.20 feet along land now or formerly of the City of New Haven;

Thence running in a general Easterly direction 71.18 feet along the arc of a curve of radius 177.00 feet, said curve being concave to the North;

Thence running 29.70 feet along the arc of a curve of radius 16.85 feet, said arc of curve being concave to the South;

EXHIBIT A-1, cont.

Thence running 45.17 feet along the arc of a curve of radius 246.89 feet, said arc of curve being concave to the West;

Thence running South 1 degree 34 minutes 19 seconds East 264.68 feet along land now or formerly of the City of New Haven;

Thence running 33.92 feet along the arc of a curve of radius 20.00 feet, said arc of curve being concave to the Northwest;

Thence running North 84 degrees 24 minutes 27 seconds West 177.07 feet along the Northerly street line of Wintergreen Avenue;

Thence running in a general Westerly direction 211.76 feet along the arc of a curve of radius 467.44 feet, said arc of curve being the Northerly street line of Wintergreen Avenue and further being concave to the North;

Thence running North 58 degrees 27 minutes 04 seconds West 262.90 feet along the Northerly street line of Wintergreen Avenue to the point and place of commencement.

SECOND PARCEL (29,078 square feet)

Commencing at a point, said point being the Southwesterly extremity of the premises herein described and further having the coordinates North 186,475.00 and East 541,588.00 on the Connecticut Coordinate System;

Thence running due North 90.00 feet along land now or formerly of the City of New Haven;

Thence running 15.71 feet along the arc of a curve of radius 10.00 feet, said arc of curve being concave to the Southeast;

Thence running due East 281.00 feet along land now or formerly of the City of New Haven;

Thence running South 100.00 feet along land now or formerly of the City of New Haven;

Thence running due West 291.00 feet along land now or formerly of the City of New Haven to the point and place of commencement.

EXHIBIT A-2

Phasing Plan

Project Narrative

Westville Manor redevelopment is a continuation of the larger vision at West Rock that The Glendower Group of the Housing Authority of the City of New Haven (Elm City Communities) has established for transforming public housing neighborhoods into high quality mixed income communities that retain rights to return for the low- income residents. Brookside and Rockview communities in this area are examples of initial phases of this vision that has led to widespread transformation to their respective neighborhood fabric and had a positive impact on the lives of low-income residents.

Westville Manor in its currently distressed state with outdated and undersized homes for families, unsafe premises, disconnected neighborhood, and super blocks with indefensible spaces is ready for change. Westville Manor will be re-developed in two phases. The two phases will be under a mixed finance model using a combination of 9% and 4% Low Income Housing Tax Credits (LIHTC). Phase 1 will include new construction of forty (40) affordable units and ten (10) market rate units. Phase 2 will include new construction of forty-seven (47) affordable units and twelve (12) market rate units. The overall development will have constructed a total of 109 units with eighty-seven (87) affordable units and twenty-two (22) market rate units.

To initiate the Westville Manor redevelopment, a series of public meetings and design charrette/ community workshop were conducted in August 2018.

EXHIBIT A-3

Site Plan



EXHIBIT B

Unit Mix

Westville Manor Program

12/17/2018

	Phase 1						Phase 2						Total at Westville Manor					
	1BR	2BR	3BR	4BR	5BR	Total	1BR	2BR	3BR	4BR	5BR	Total	1BR	2BR	3BR	4BR	5BR	Total
Replacement units	20	6	4	7	3	40	0	19	11	13	4	47	20	25	15	20	7	87
Other (Market rate)	0	4	6	0	0	10	0	0	11	1	0	12	0	4	17	1	0	22
UFAS units	3	1	1	1	1	7	0	3	1	0	0	4	3	4	2	1	1	11
%	15	10	10	14	33	14	0	16	5	0	0	7	15	14	6	5	14	10.09
Total	20	10	10	7	3	50	0	19	22	14	4	59	20	29	32	21	7	109

EXHIBITS C-1 and C-2

Sources and Uses Statement

CHFA DOH CONSOLIDATED APPLICATION


A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1		Exhibit 6.5 - SOURCES OF FUNDS															Version 2018.3	
2																	Submission Date:	
3																	February 1, 2021	
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EXHIBIT C-1, cont.

CHFA DOH CONSOLIDATED APPLICATION											
Version 2018.3		Submission Date: February 1, 2021									
Exhibit 6.3.a - DEVELOPMENT BUDGET		The Glenview Group, Inc.									
DEVELOPMENT NAME: Westside Manor Phase 1		APPLICANT: The Glenview Group, Inc.									
	%	CONSTRUCTION FUNDING INFORMATION	PERMANENT FUNDING INFORMATION								
			Permanent Budget (Approximate)	TAX CREDIT ELIGIBLE BASIS		TAX-EXEMPT BOND BASIS	Sources				
				75% NPV - 9% or 30% NPV - 4% (Max / Rehab.)	25% NPV - 4% (Max / Building Acquisition Credit)		9% LHTC Net Proceeds	DOH Loan Funding (Financing)	COBS Loan Funds: BTW	Other Public Funds: FPLB NY	Deferred Developer Fee
						To be Completed by Independent Tax Professional Issuing the Allocation Letter	\$10,686,280	\$5,000,000	\$3,681,000	\$1,000,000	\$268,788
DTA & IMPROVEMENTS (Div. 218) Hard Costs			18,208,418	18,208,418	18,208,418		8,818,818	8,818,818	2,800,000	1,000,000	1,488,438
GENERAL REQUIREMENTS (Max. Available: 5%)	8.50%		872,328	872,328	808,881		872,328				
BUILDING OVERHEAD (Max. Available: 2%)	2.50%		264,158	264,158	232,207						
BUILDER PROFIT/LOSS FEE (Max. Available: 5%)	8.50%		872,328	872,328	808,881						
BOND PREMIUM / L.C. COST			180,000	180,000	148,841		330,000				
BUILDING PERMITS and OTHER DEVELOPMENT FEES			323,702	323,702	323,702						
CONSTRUCTION (Project Cost Summary) Sub-Total			18,907,886	18,907,870	17,907,841	0	7,181,326	8,818,818	2,800,000	1,000,000	0
COMMERCIAL CONSTRUCTION			0	N/A							
COMMERCIAL CONSTRUCTION CONTINGENCY			0	N/A							
Other: General Requirements			0	0							
Other: O&M Fees			0	0							
Other: Permit			0	0							
CONSTRUCTION CONTINGENCY (10% Max/15% Contingency)	7.5%		1,418,086	1,421,336	1,421,336						
CONSTRUCTION			20,386,886	20,386,860	19,380,431	0	7,181,326	8,818,818	2,800,000	1,000,000	0
ARCHITECT - Design	7.5%		1,044,371	1,044,371	1,044,371						
ARCHITECT - Contract Admin (Max. 38%) (1% Contingency)	26.4%		183,000	183,000	183,000						
ENGINEERING (Civil/Elec/Structural/Mechanical/Geo-Technical/Etc.)			100,000	100,000	100,000						
SURVEY (N-T, East, Contours and As-Built)			30,000	30,000	30,000						
Other: Special Inspections			180,000	180,000	180,000		24,218				
Other: Code Compliance			12,000	12,000	12,000						
Other: Consultant Administration			67,000	67,000	67,000						
Other: Supportive Services			88,000	88,000	88,000		68,000				
ARCHITECTURAL and ENGINEERING	10.5%		1,864,871	1,864,871	1,864,871	0					
INTEREST - CHFA	8.50%		421,018	421,018	290,764		112,258	0			
CHFA LOAN GRANT / COMMIT FEE	8.50%		138,882	138,882	N/A						
INTEREST - Bridge Loan			67,000	67,000	67,000						
R & E TAXES/PILOTES - Cont. Period + Months Lease Up			138,000	138,000	138,000						
INSURANCE (Various Risk Locations/Trucks)			0	0	0						
UTILITIES - Cont. Period			N/A	N/A	N/A						
Negative Amortization on Bonds (If Applicable)			N/A	N/A	N/A						
Contingency/Insurance/Premium (HDD or Private Perm. Maint. Insure.)			0	0	0						
Cost of Bond Issuance			110,000	110,000	110,000						
Other: Permanent Loan Fees			70,000	70,000	70,000						
Other: FFE			70,000	70,000	70,000						
CHFA CONSTRUCTION OBSERVATION (1 month @ \$5,000/month)			1,142,660	1,142,660	762,764	0	0	0	678,900	0	0
FINANCE and INTERIM COSTS			230,000	230,000	230,000						
LEGAL COUNSEL - Real Estate Closing Docs and Title Work			0	0	0						
CHFA EXTERNAL LEGAL COUNSEL			138,000	138,000	138,000						
TITLE INSUR. PREMIUMS and RECORDING COSTS			27,000	27,000	27,000						
APPRAISALS/ MARKET STUDY (CHFA/LHTC Required)			30,000	30,000	30,000						
LEASE UP & MARKETING (1% / Residential Unit \$600/ORDERING)			30,000	30,000	30,000						
COST CERTIFICATIONS (CHFA/LHTC/DOH Required)			222,493	222,493	164,000						
ENVIRONMENTAL, REPORTS and TESTING			182,000	182,000	182,000						
Other: Relocation			7,800	7,800	7,800						
Other: Accounting			230,000	230,000	230,000						
OTHER COMMERCIAL USES COSTS			0	0	0						
SOFT COST CONTINGENCY (5% Max) (JAN+FIN+SOFT %)	5.5%		1,345,690	1,345,690	862,809	0	1,102,809	0	0	0	0
SOFT COSTS - Fees & Expenses			230,000	230,000	230,000						
TOTAL CONSTRUCTION & SOFT COSTS			24,771,220	24,771,220	22,822,746	0	8,684,871	8,818,818	2,800,000	1,000,000	0
DEVELOPER ALLOWANCE FEE (Max 1% TOC \$4,000/Unit)	1.00%		247,712	247,712	247,712						
PRE-DEVELOPMENT FINANCING (Interest) COSTS (Lender/Approved)			0	0	0						
Land Cost			0	0	0						
Other (Building Reserves - Equipment)			0	0	0						
Building Buildings			0	0	0						
GRAND TOTAL (Grand Total "As-Built" Value)			0	0	0		0	0	0	0	0

EXHIBIT C-1, cont.

CHFA DOH CONSOLIDATED APPLICATION

Version 2018.3

Submission Date: February 1, 2021

Exhibit 6.3a - DEVELOPMENT BUDGET

DEVELOPMENT NAME

Westville Manor Phase 1

APPLICANT

The Glenview Group, Inc.

		CONSTRUCTION FUNDING INFORMATION		PERMANENT FUNDING INFORMATION								
				TAX CREDIT ELIGIBLE BASIS		TAX-EXEMPT BOND BASIS	Revenues					
	%	Construction Budget	Permanent Budget (Applied)	75% NPV - 9% or 30% NPV - 4% (New / Rehab.)	30% NPV - 4% Bond Building Acquisition Credits	To be Completed by Independent Tax Professional Issuing the Alterment Letter	9 % LHTC Net Proceeds	DOH Loan Funding (Financing)	CDSD Loan Funds: NTN	Other Public Funds: FHLB NY	Deferred Developer Fee	Other Amortizing Debt: CCBank
CHFA Operating Reserve				N/A	N/A							
Capital Replacement				N/A	N/A							
Residual Reserve			692,907	N/A	N/A							692,907
Working Capital Deposit (Non-Profit Only)				N/A	N/A							
Other NAF Reserve (if required)				N/A	N/A							
CAPITALISED INTEREST		0	692,907	N/A	N/A	0	0	0	0	0	0	692,907
RECOMMENDED LENDING COSTS		24,962,319	27,793,896	25,112,737	0	0	10,685,280	5,909,009	3,691,969	1,699,009	289,798	7,679,617
Entity Organizational and Legal		12,500	12,500	N/A	N/A							12,500
Underwriter Fees / Commissions		33,000	33,000	N/A	N/A							33,000
Equity Bridge Loan Interest and Fees				N/A	N/A							
Tax Opinions and Entity Accounting		10,000	10,000	N/A	N/A							10,000
CHFA Tax Credit Fee (8% Ann. Credit)		8.8%	91,211	91,211	N/A	N/A						91,211
CHFA LHTC Apply Fee (\$1,000) and/or Historic Credit Apply Fee	Estimated Fee = \$ 91,000		1,200	1,200	N/A	N/A						1,200
Other				N/A	N/A							
ENTITY and SYNDICATION COSTS / OTHER		189,961	189,961	0	0	0	0	0	0	0	0	189,961
CONSTRUCTION LOAN PAYDOWN (if applicable)		N/A	N/A	N/A	N/A	N/A						
TOTAL RESIDENTIAL USES		25,112,289	27,892,858	25,112,737	0	0	10,685,280	5,909,009	3,691,969	1,699,009	289,798	7,679,617
TOTAL COMMERCIAL USES		0	0	0	0	0	0	0	0	0	0	0
TOTAL DEVELOPMENT COST		25,112,289	27,892,858	25,112,737	0	0	10,685,280	5,909,009	3,691,969	1,699,009	289,798	7,679,617
			13.81%		30% TEST CALC.							
			Intermediary Costs %		Start Amount	00						
					Aggregate Basis	00						
					% of Aggregate Basis Financed with TCR	#DIV/0!						

Name & Title	Date	
Company		
Official Use Only		
Budget Period:	From:	To:
	Revision: 0	Reason for Revision:

EXHIBIT C-2

CHFA DOH CONSOLIDATED APPLICATION

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R		S			
1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19			
20		21		22		23		24		25		26		27		28		29		30		31		32		33		34		35		36		37		38			
39		40		41		42		43		44		45		46		47		48		49		50		51		52		53		54		55		56		57			
58		59		60		61		62		63		64		65		66		67		68		69		70		71		72		73		74		75		76			
77		78		79		80		81		82		83		84		85		86		87		88		89		90		91		92		93		94		95			
96		97		98		99		100		101		102		103		104		105		106		107		108		109		110		111		112		113		114			
115		116		117		118		119		120		121		122		123		124		125		126		127		128		129		130		131		132		133			
134		135		136		137		138		139		140		141		142		143		144		145		146		147		148		149		150		151		152			
153		154		155		156		157		158		159		160		161		162		163		164		165		166		167		168		169		170		171			
172		173		174		175		176		177		178		179		180		181		182		183		184		185		186		187		188		189		190			
191		192		193		194		195		196		197		198		199		200		201		202		203		204		205		206		207		208		209			
210		211		212		213		214		215		216		217		218		219		220		221		222		223		224		225		226		227		228			
229		230		231		232		233		234		235		236		237		238		239		240		241		242		243		244		245		246		247			
248		249		250		251		252		253		254		255		256		257		258		259		260		261		262		263		264		265		266			
267		268		269		270		271		272		273		274		275		276		277		278		279		280		281		282		283		284		285			
286		287		288		289		290		291		292		293		294		295		296		297		298		299		300		301		302		303		304			
305		306		307		308		309		310		311		312		313		314		315		316		317		318		319		320		321		322		323			
324		325		326		327		328		329		330		331		332		333		334		335		336		337		338		339		340		341		342			
343		344		345		346		347		348		349		350		351		352		353		354		355		356		357		358		359		360		361			
362		363		364		365		366		367		368		369		370		371		372		373		374		375		376		377		378		379		380			
381		382		383		384		385		386		387		388		389		390		391		392		393		394		395		396		397		398		399		400	
401		402		403		404		405		406		407		408		409		410		411		412		413		414		415		416		417		418		419			
420		421		422		423		424		425		426		427		428		429		430		431		432		433		434		435		436		437		438			
439		440		441		442		443		444		445		446		447		448		449		450		451		452		453		454		455		456		457			
458		459		460		461		462		463		464		465		466		467		468		469		470		471		472		473		474		475		476			
477		478		479		480		481		482		483		484		485		486		487		488		489		490		491		492		493		494		495			
496		497		498		499		500		501		502		503		504		505		506		507		508		509		510		511		512		513		514			
515		516		517		518		519		520		521		522		523		524		525		526		527		528		529		530		531		532		533			
534		535		536		537		538		539		540		541		542		543		544		545		546		547		548		549		550		551		552			
553		554		555		556		557		558		559		560		561		562		563		564		565		566		567		568		569		570		571			
572		573		574		575		576		577		578		579		580		581		582		583		584		585		586		587		588		589		590			
591		592		593		594		595		596		597		598		599		600		601		602		603		604		605		606		607		608		609			
610		611		612		613		614		615		616		617		618		619		620		621		622		623		624		625		626		627		628			
629		630		631		632		633		634		635		636		637		638		639		640		641		642		643		644		645		646		647			
648		649		650		651		652		653		654		655		656		657		658		659		660		661		662		663		664		665		666			
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686		687		688		689		690		691		692		693		694		695		696		697		698		699		700		701		702		703		704			
705		706		707		708		709		710		711		712		713		714		715		716		717		718		719		720		721		722		723			
724		725		726		727		728		729		730		731		732		733		734		735		736		737		738		739		740		741		742			
743		744		745		746		747		748		749		750		751		752		753		754		755		756		757		758		759		760		761			
762		763		764		765		766		767		768		769		770		771		772		773		774		775		776		777		778		779		780			
781		782		783		784		785		786		787		788		789		790		791		792		793		794		795		796		797		798		799		800	
801		802		803		804		805		806		807		808		809		810		811		812		813		814		815		816		817		818		819			
820		821		822		823		824		825		826		827		828		829		830		831		832		833		834		835		836		837		838			
839		840		841		842		843		844		845		846		847		848		849		850		851		852		853		854		855		856		857			
858		859		860		861		862		863		864		865		866		867		868		869		870		871		872		873		874		875		876			
877		878		879		880		881		882		883		884		885		886		887		888		889		890		891		892		893		894		895			
896		897		898		899		900		901		902		903		904		905		906		907		908		909		910		911		912		913		914			
915		916		917		918		919		920		921		922		923		924		925		926		927		928		929		930		931		932		933			
934		935		936		937		938		939		940		941		942		943		944		945		946		947		948		949		950		951		952			
953		954		955		956		957		958		959		960		961		962		963		964		965		966		967		968		969		970		971			
972		973		974		975		976		977		978		979		980		981		982		983																	

EXHIBIT C-2, cont.




Exhibit 6.3.a - DEVELOPMENT BUDGET

CHFA DOH CONSOLIDATED APPLICATION

Version 2018.3

Submission Date: October 17, 2019

DEVELOPMENT NAME	Westville Manor Phase 2		APPLICANT	The Glendower Group, Inc.						
		CONSTRUCTION FUNDING INFORMATION	PERMANENT FUNDING INFORMATION							
	%	Construction Budget	Permanent Budget (Applicant)	TAX CREDIT ELIGIBLE BASIS		TAX-EXEMPT BOND BASIS	Sources			
				70% NPV - 9% or 30% NPV - 4% (New / Rehab.)	30% NPV - 4% Exist Building Acquisition Credit	To be Completed by Independent Tax Professional Issuing the Abatement Letter	4 % LHTC Net Proceeds	DOH Loan Funding (Financing)	Other Public Funds: MTW(Specify)	Other Amortizing Debt: Hunt FHA
							\$12,432,000	\$4,000,000	\$4,500,000	\$9,000,000
SITE & IMPROVEMENTS (Div. 2-16) Hard Costs			18,000,000	18,451,845			7,398,995	4,825,000	860,584	5,165,968
GENERAL REQUIREMENTS (Max. Allowable 2%)	6.85%		1,251,315	1,113,670			500,000		400,000	400,477
BUILDERS OVERHEAD (Max. Allowable 2%)	0.00%		0	0						
BUILDERS PROFIT/GMP FEES (Max. Allowable 5%)	3.21%		636,470	835,238			300,000		250,000	437,357
BOND PREMIUM / L.O.C. COST			0	0						
BUILDING PERMITS AND OTHER DEVELOPMENT FEES			352,000	352,000					300,816	
CONSTRUCTION (Project Cost Summary) Sub-Total		0	20,542,700	18,752,574	0	0	8,198,995	4,825,000	1,811,400	6,007,702
COMMERCIAL CONSTRUCTION CONTINGENCY			0	N/A						
Other: General Requirements				0						
Other: GMP Fees				0						
Other: Permit				0						
CONSTRUCTION CONTINGENCY (10% Max) (% Const. +)	6.3%		1,300,000	1,300,000						1,225,000
CONSTRUCTION		0	21,842,700	20,052,574	0	0	8,198,995	4,825,000	1,811,400	7,232,702
ARCHITECT - Design	6.0%	922,884	890,522	890,522			876,980			
ARCHITECT - Contract Admin (Min. 35%) (% Contract +)	28.1%		348,520	348,520			472,220			
ENGINEERING (Civil/Structural / Mechanical / Geo-Technical / Etc.)		300,000	300,000	300,000			114,000			
SURVEYS (A-2: Exist, Conditions and As-Built)		15,000	30,000	30,000			8,864			
Other: Special Inspections			195,000	195,000			221,800			
Other: Code Compliance		20,000	40,000	40,000			40,000			
Other: Construction Administration		50,000	50,000	50,000			365,996			
Other: Soil Management Plan		47,493	47,493	47,493			93,600			
ARCHITECTURAL and ENGINEERING	9.3%	1,355,377	1,901,535	1,901,535	0	0	2,193,480	0	0	0
INTEREST (CHFA)		#VALUE!	\$ -							
CHFA LOAN ORIG. / COMMIT. FEE		#DIV/0!		N/A	N/A					
INTEREST - Bridge Loan			519,282	500,000						1,053,000
FEES - Bridge Loan		38,000	38,000	38,000						127,990
R. E. TAXES / PILOTS - Const. Period + ____ Months Lease Up				0						
INSURANCE (Builder's Risk / Liability / Hazard)		125,000	125,000	125,000					128,600	
UTILITIES - Const. Period				0						
Negative Arbitrage on Bonds (If Applicable)				N/A	N/A					
Credit Enhancement Premium (HUD or Private Perm. Mortg. Insur.)				N/A	N/A					
Cost of Bond Issuance				0						
Other: FHA Lender fees			272,450	290,000						303,046
Other: FFE			10,000	10,000					80,000	
CHFA CONSTRUCTION OBSERVATION (____ Weeks @ \$____ / Week)			100,000	100,000						85,556
FINANCE and INTERIM COSTS		163,000	1,064,732	973,900	0	0	0	0	188,600	1,548,885
LEGAL COUNSEL - Real Estate (Closing Docs and Title Work)		220,000	300,000	195,000			230,000			
CHFA EXTERNAL LEGAL COUNSEL				0						
TITLE INSUR. PREMIUMS and RECORDING COSTS			110,000	110,000			38,636			13,363
APPRAISALS / MARKET STUDY (CHFA / LHTC Required)		20,090	20,090	20,090			20,090			
LEASE UP & MARKETING (\$/ Residential Unit \$447.8515151515)			29,245	N/A		N/A	29,245			
COST CERTIFICATIONS (CHFA/LHTC/DOH Required)			50,000	N/A		N/A	50,000			
ENVIRONMENTAL REPORTS and TESTING		123,775	123,775	0			79,775			
Other: Relocation		175,000	175,000	0			244,300			
Other: Accounting		38,409	38,409	38,409			38,409			
Other: HANH Reimbursable			140,000	140,000			175,953			
OTHER COMMERCIAL USES/COSTS		8,000	8,000	N/A		N/A				
SOFT COST CONTINGENCY (5% Max) (M&E+EN+SOFT %)	5.0%		197,000	200,000			240,000			
SOFT COSTS - Fees & Expenses		585,274	1,191,819	703,499	0	0	1,144,706	0	0	13,363
TOTAL CONSTRUCTION & SOFT COSTS		2,193,651	26,066,786	23,630,998	0	0	11,537,161	4,825,000	2,000,990	8,794,950
DEVELOPER ALLOWANCE / FEE (Max 15% TDC/\$250,000)	9.7%			2,522,922			N/A			
PRE-DEVEL. FINANCING (Interest) COSTS (Lender-Approved)				N/A			N/A			
Land Cost				N/A			N/A			
Other (Existing Reserves - Equipment)				N/A			N/A			

EXHIBIT C-2, cont.

CHFA DOH CONSOLIDATED APPLICATION

Version 2018.3
Submission Date: October 17, 2019

Exhibit 6.3.a - DEVELOPMENT BUDGET

DEVELOPMENT NAME: Westville Manor Phase 2 APPLICANT: The Glendower Group, Inc.

	%	CONSTRUCTION FUNDING INFORMATION Construction Budget	PERMANENT FUNDING INFORMATION Permanent Budget (Applicant)	TAX CREDIT ELIGIBLE BASIS		TAX-EXEMPT BOND BASIS To be Completed by Independent Tax Professional Issuing the Abatement Letter	Sources			
				70% NPV - 9% or 30% NPV - 4% (New / Rehab.)	30% NPV - 4% Exist Building Acquisition Credit		4 % LIHTC Net Proceeds	DOH Loan Funding (Financing)	Other Public Funds: MTW(Specify)	Other Amortizing Debt: Hunt FHA
Existing Buildings				N/A	N/A		\$12,432,006	\$4,000,000	\$4,500,000	\$9,000,000
SITE ACQUISITION (Appraised "As Is" Value)		0	0	N/A	N/A	0	0	0	0	0

VAD360-FSS-011Glendower/Development Folders/Westville Manor/Financing/Budget/Westville Phase 2 Consolidated Application Workbook 2018.3 initial draft 1 DEVBGT 2 of 3

CHFA DOH CONSOLIDATED APPLICATION

Version 2018.3
Submission Date: October 17, 2019

Exhibit 6.3.a - DEVELOPMENT BUDGET

DEVELOPMENT NAME: Westville Manor Phase 2 APPLICANT: The Glendower Group, Inc.

	%	CONSTRUCTION FUNDING INFORMATION Construction Budget	PERMANENT FUNDING INFORMATION Permanent Budget (Applicant)	TAX CREDIT ELIGIBLE BASIS		TAX-EXEMPT BOND BASIS To be Completed by Independent Tax Professional Issuing the Abatement Letter	Sources			
				70% NPV - 9% or 30% NPV - 4% (New / Rehab.)	30% NPV - 4% Exist Building Acquisition Credit		4 % LIHTC Net Proceeds	DOH Loan Funding (Financing)	Other Public Funds: MTW(Specify)	Other Amortizing Debt: Hunt FHA
CHFA Operating Reserve Capital / Replacement			0	N/A	N/A					
Syndicator Reserve			647,000	N/A	N/A					646,000
Working Capital Deposit (Non-Profit Only)			193,000	N/A	N/A					
Other Sec. 8 Overhang Reserve			275,000	N/A	N/A					275,000
CAPITALIZED RESERVES		0	1,115,000	N/A	N/A	0	0	0	0	855,000
RECOGNIZED LENDING COSTS		2,103,691	29,636,798	26,153,539	0	0	14,176,934	4,825,000	2,000,000	9,450,934
Entity Organizational and Legal			35,000	N/A	N/A					
Syndicator Fees / Commissions			46,000	N/A	N/A		23,636			
Equity Bridge Loan Interest and Fees				N/A	N/A					
Tax Opinion and Entity Accounting				N/A	N/A					
CHFA Tax Credit Fee (8% Ann. Credit)	8.1%	112,000	112,000	N/A	N/A		125,000			
CHFA LIHTC Applic. Fee (\$1,000) and/or Historic Credit Applic. Fee		250	250	N/A	N/A		250			
Other				N/A	N/A		158,180			
ENTITY and SYNDICATION COSTS / OTHER		193,250	290,250	0	0	0	307,072	0	0	0
CONSTRUCTION LOAN PAYDOWNS (if applicable)		N/A	N/A	N/A	N/A	N/A				
TOTAL RESIDENTIAL USES		2,289,941	29,924,008	26,153,539	0	0	14,484,006	4,825,000	2,000,000	9,450,934
TOTAL COMMERCIAL USES		0,000	0,000	0	0	0	0	0	0	0
TOTAL DEVELOPMENT COST		2,289,941	29,924,008	26,153,539	0	0	14,484,006	4,825,000	2,000,000	9,450,934
				18.31%	58% TEST CALC.					
				Intermediary Costs %	Bond Amount	\$0				
					Aggregate Basis	\$0				
				% of Aggregate Basis Financed with TCB	#DIV/0!					

Name & Title	Date
Company	
Budget Period:	Official Use Only
From:	to:
Revision #:	Reason for Revision:

VAD360-FSS-011Glendower/Development Folders/Westville Manor/Financing/Budget/Westville Phase 2 Consolidated Application Workbook 2018.3 initial draft 1 DEVBGT 3 of 3

EXHIBIT D

Development Schedule

Westville Manor Phase 1

	Anticipated Completion Date
100% drawings	12/31/2024
Closing & Transfer of Property	2/12/2026
Construction Start	2/13/2026
Completion of Construction	5/6/2027
Lease-up	Periodic as scattered sites
Sustaining Occupancy	6/1/2027
Proforma Stabilized Year	2028
LIHTC Placed-In-Service Date	7/30/2027

Westville Manor Phase II

	Anticipated Completion Date
100% drawings	12/31/2024
Closing & Transfer of Property	8/17/2026
Construction Start	8/18/2027
Completion of Construction	3/1/2028
Lease-up	Periodic as scattered site
Sustaining Occupancy	5/1/2028
Proforma Stabilized Year	2029
LIHTC Placed-In-Service Date	7/30/2028

EXHIBIT E

Infrastructure Plan

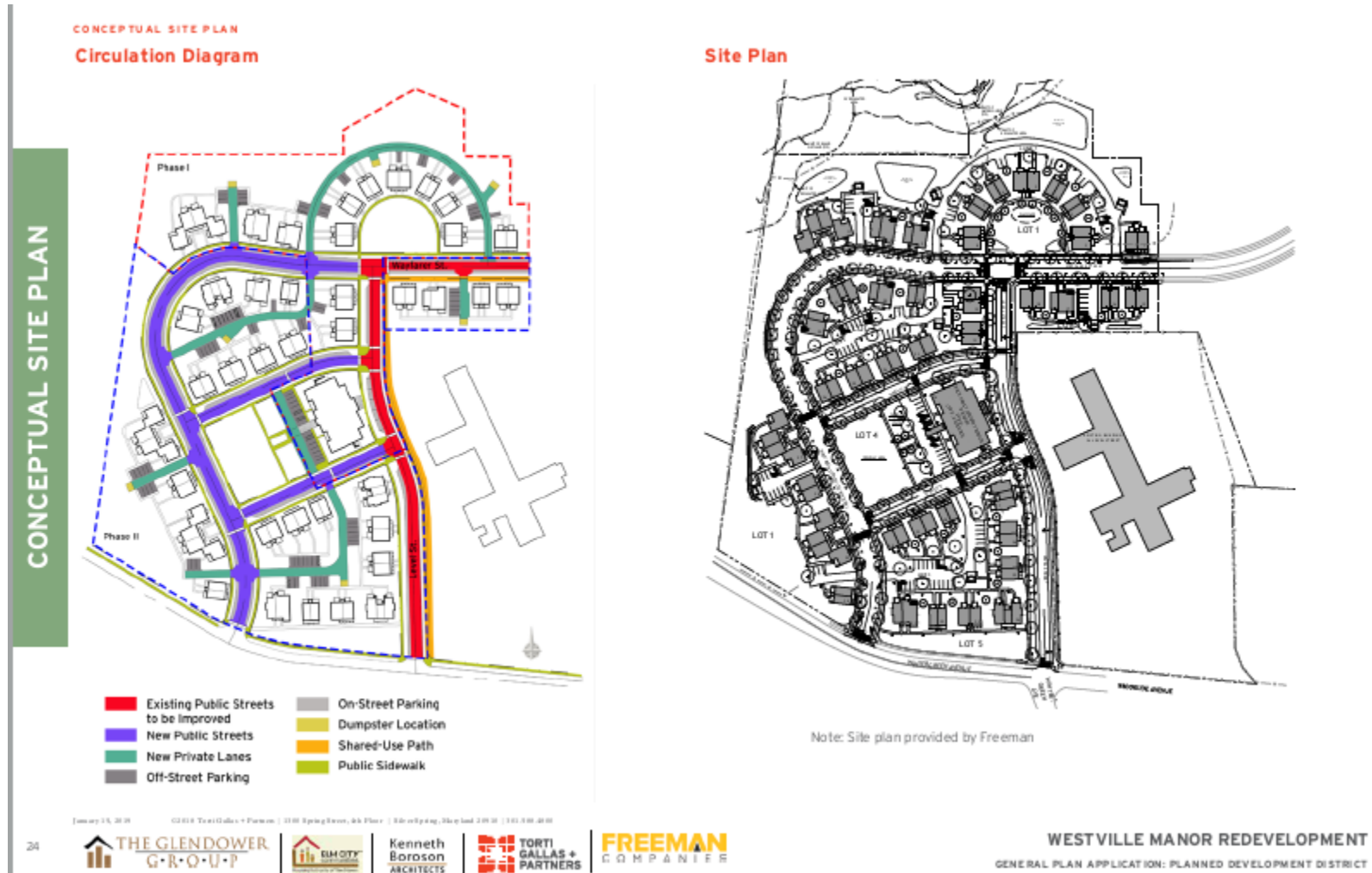



EXHIBIT F

Section 3, EEO, MBE/WBE Requirements

 ELM CITY communities <small>Housing Authority of New Haven</small>	<p>Karen DuBois – Walton, Ph.D. Executive Director Housing Authority of the City of New Haven 360 Orange Street, New Haven, CT 06511 Phone: 203.498.8800 Fax 203.497.8510</p>
--	---

SCHEDULE A
SECTION 3/MBE/WBE CONTRACT
UTILIZATION/SECTION 3/MINORITY AND WOMEN
HIRING PLAN
(TO BE COMPLETED BY PRIME CONTRACTOR)

BID DOCUMENT OR RFP OR PURCHASE ORDER NO: _____

BID DOCUMENT OR RFP TITLE: _____

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO: _____

PRIME CONTRACTOR NAME(S): _____

ADDRESS _____	CITY _____	STATE _____	ZIP _____
---------------	------------	-------------	-----------

TELEPHONE NUMBER _____	CELLULAR NUMBER _____
------------------------	-----------------------

E-MAIL ADDRESS _____

ETHNICITY: _____ GENDER: _____

SECTION 3/MBE/WBE/DBE LIAISON: _____

CONTRACT AMOUNT	\$	_____
SECTION 3 TOTAL	\$	_____
MBE TOTAL	\$	_____
WBE TOTAL	\$	_____

Page 1 of 8NAME - SECTION 3/MBE/WBE/DBE STATUS UTILIZATION PLAN
SCHEDULE A
Revised 03-2016

EXHIBIT F, cont.



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.8800 Fax 203.497.8510

**SCHEDULE A – SECTION 3/WBE/MBE SUBCONTRACT AND WORKFORCE/NEW HIRE
UTILIZATION PLAN**

HANH contracts require compliance with Equal Opportunity MBE/WBE and Section 3 Goals. Contracts at all dollar values are subject to MBE/WBE requirements. Section 3 requirements apply to all contractors and subcontractors awards. MBE/WBE and Section 3 requirements apply to both providing subcontracting opportunities and employment (hiring) opportunities.

Subcontracting Opportunities:

- A. All contractors must seek to satisfy the numerical goal that at least 10 percent, of the total dollar value amount of all contract awards for building trades, maintenance, repair, modernization, or development work, or for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction, are awarded to Section 3 Business Concerns.
- B. Contractors must seek to satisfy the numerical goal that at least 20% of the total dollar amount of all subcontracts for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to MBE Business Concerns.
- C. All contractors must seek to satisfy the numerical goal that at least 6 percent of the total dollar amount of all subcontracts for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to WBE Business Concerns.

The Contractor shall in determining the manner of Section 3/MBE/WBE/DBE participation, first consider involvement with Section 3/MBE/WBE/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. Section 3/MBE/WBE/DBE utilized for direct or indirect participation must be currently certified by one of the following agencies: **Greater New England Minority Supplier Development Council, State of Connecticut Department of Administrative Services, State of Connecticut Department of Public Works, State of Connecticut Department of Transportation, or the Small Business Administration (SBA) (8a).** A copy of the certification letter is required. Firms seeking MBE/WBE/DBE subcontracting credit via direct participation must include one (1) current letter of certification from a HANH approved certifying agency. List the names, addresses, telephone number, contact person and other required information below:

EXHIBIT F, cont.


 <p>ELM CITY COMMUNITIES Housing Authority of New Haven</p>	<p>Karen DuBois – Walton, Ph.D. Executive Director Housing Authority of the City of New Haven 360 Orange Street, New Haven, CT 06511 Phone: 203.498.8800 Fax 203.497.8510</p>
<p>SECTION 3/MBE/WBE UTILIZATION PLAN</p> <p><u>THIS FORM SHOULD ONLY BE FILLED OUT IF YOU ARE UTILIZING SUB CONTRACTORS</u></p> <p><u>Direct Participation:</u></p>	
<p>A. SUB CONTRACTOR COMPANY NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT PERSON: _____</p> <p>TELEPHONE NUMBER: _____</p> <p>SECTION 3 DOLLARS: _____</p> <p>MBE DOLLARS: _____</p> <p>WBE DOLLARS: _____</p> <p>WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____</p> <p>Anticipated Timeframe for performance: _____</p> <p>(At what percentage of project is work to be performed by this subcontractor?)</p>	
<p>B. SUB CONTRACTOR COMPANY NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT PERSON: _____</p> <p>TELEPHONE NUMBER: _____</p> <p>SECTION 3 DOLLARS: _____</p> <p>MBE DOLLARS: _____</p> <p>WBE DOLLARS: _____</p> <p>WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____</p> <p>Anticipated Timeframe for performance: _____</p> <p>(At what percentage of project is work to be performed by this subcontractor?)</p>	
<p>C. SUB CONTRACTOR COMPANY NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT PERSON: _____</p> <p>TELEPHONE NUMBER: _____</p> <p>SECTION 3 DOLLARS: _____</p> <p>MBE DOLLARS: _____</p> <p>WBE DOLLARS: _____</p> <p>WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____</p> <p>Anticipated Timeframe for performance: _____</p> <p>(At what percentage of project is work to be performed by this subcontractor?)</p>	
<p><u>*Note: The aforementioned list of Subcontractors can only be changed with the written consent of the Housing Authority's Executive Director/Contact Officer.</u></p>	
<p>Page 3 of 8</p>	<p>NAME - SECTION 3/MBE/WBE/DRI STATUS UTILIZATION PLAN SC310-001 A Revised 03/2016</p>

EXHIBIT F, *cont.*



Karen DuBola – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.493.8900 Fax 203.497.8510

SCHEDULE A – SECTION 3/WBE/MBE SUBCONTRACT AND WORKFORCE/NEW HIRE UTILIZATION PLAN

Hiring/Workforce Requirements:

- A. Contractors will seek to satisfy the numerical goal that 30 % of the aggregate numbers of new hires are Section 3 Residents.
- B. Contractors will seek to satisfy the numerical goal that 20 % of the overall workforce for the project shall be minorities.
- C. Contractors will seek to satisfy the numerical goal that 6.9 percent of the overall workforce for the project shall be women.

SECTION 3 WORKFORCE AND NEW HIRES

Trainees and Apprentices

CLASSIFICATION	CURRENT TRAINEES & APPRENTICES			MAXIMUM PROJECTED TRAINEES & APPRENTICES		
	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #

Skilled Workers

CLASSIFICATION	CURRENT SKILLED WORKERS			MAXIMUM PROJECTED SKILLED WORKERS		
	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #

Unskilled Labor

CLASSIFICATION	CURRENT UNSKILLED LABOR			MAXIMUM PROJECTED UNSKILLED LABOR		
	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #
Unskilled Labor						
Security						

(Attach additional sheets, if necessary)

EXHIBIT F, *cont.*



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.8800 Fax 203.497.8510

We will utilize the following sources for recruitment for trainees, apprentices, skilled workers, and unskilled labor.

- ☐ Tenant Associations/Organizations:
Specify: _____
- ☐ Local Newspapers: *Specify* _____
- ☐ Posters: Identify location _____
- ☐ Labor Unions and apprentice programs _____
- ☐ HANH's Department of Resident Services, to develop lists of interested Category 1 and Category 2 Residents.
- ☐ The Authority's existing employment readiness program and job placement assistance program.
- ☐ Other: *Specify* _____

MINORITY AND WOMEN WORKFORCE AND NEW HIRES

Trainees and Apprentices

CLASSIFICATION	CURRENT TRAINEES & APPRENTICES			MAXIMUM PROJECTED TRAINEES & APPRENTICES (Hours)		
	TOTAL	Minorities	Women	TOTAL	Minorities	Women
	#	#	#	#	#	#

Skilled Workers

CLASSIFICATION	CURRENT SKILLED WORKERS			MAXIMUM PROJECTED SKILLED WORKERS (Hours)		
	TOTAL	Minorities	Women	TOTAL	Minorities	Women
	#	#	#	#	#	#

Unskilled Labor

CLASSIFICATION	CURRENT UNSKILLED LABOR			MAXIMUM PROJECTED UNSKILLED LABOR (Hours)		
	TOTAL	Minorities	Women	TOTAL	Minorities	Women
	#	#	#	#	#	#
Unskilled Labor						
Security						

(Attach additional sheets, if necessary)

EXHIBIT F, cont.


 <p>ELM CITY Communities <small>Housing Authority of New Haven</small></p>	<p>Karen DuBois – Walton, Ph.D. Executive Director Housing Authority of the City of New Haven 360 Orange Street, New Haven, CT 06511 Phone: 203.498.8800 Fax 203.497.8510</p>
<p>We will utilize the following sources for recruitment for trainees, apprentices, skilled workers, and unskilled labor.</p>	
<p><input type="checkbox"/> Tenant Associations/Organizations: Specify: _____</p>	
<p><input type="checkbox"/> Local Newspapers: Specify _____</p>	
<p><input type="checkbox"/> Posters: Identify location _____</p>	
<p><input type="checkbox"/> Labor Unions and apprentice programs _____</p>	
<p><input type="checkbox"/> HANH's Business Development to develop lists of interested minorities and women.</p>	
<p><input type="checkbox"/> The Authority's existing employment readiness program and job placement assistance program.</p>	
<p><input type="checkbox"/> Other: Specify _____</p>	
<p>Page 6 of 8</p>	<p><small>HANH - SECTION 3(MB)/WALTON CENTRAL SITUATION PLAN SCHEDULE A Revised 03/2016</small></p>

EXHIBIT F, cont.



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.8800 Fax 203.497.8510

SECTION 3 COMPLIANCE REQUIREMENTS

- A.** Our Company will seek to direct its best effort to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of assistance provided under this contract to Section 3 Residents in the following order of priority.
1. **Category 1 Residents:** Residents of the housing development for which the Section 3 covered assistance will be expended;
 2. **Category 2 Residents:** Residents of other housing developments owned or managed by HANH;
 3. **Category 3 Residents:** Participants in HUD Youthbuild programs carried out in the New Haven - Meriden metropolitan area;
 4. **Category 4 Residents:** Other low-income families or persons who reside in the New Haven - Meriden metropolitan area and whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller or larger families. The Secretary of HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of their findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.
- B.** Our Company will seek to direct its efforts to award subcontracts, to the greatest extent feasible, to Section 3 Business concerns, in the following order of priority.
1. **Category 1 Businesses:** Business concerns that are 51 percent or more owned by Category 1 Residents who resides in a HANH Public Housing unit.
 2. **Category 2 Businesses:** Business concerns whose full-time, permanent workforce includes 30 percent of Section 3 income eligible persons as employees;
 3. **Category 3 Businesses:** Business concerns who are actively participating in a HUD federally sponsored Youthbuild programs being carried out in the New Haven - Meriden metropolitan area;
 4. **Category 4 Businesses:** Business Concerns that are 51 percent or more owned by Category 4 Residents; or whose permanent, full-time workforce includes no less than 30 percent Section 3 Residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 and Category 2 Businesses.
- C.** We will seek to satisfy the numerical goal that 30 percent of the aggregate numbers of new hires are Section 3 Residents.
- D.** We will seek to satisfy the numerical goal that at least 10 percent of the total dollar value amount of all contract awards for building trades, maintenance, repair, modernization, or development work, or for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction, are awarded to Section 3 Business Concerns.

EXHIBIT F, cont.



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.8800 Fax 203.497.8510

**EQUAL OPPORTUNITY AND MBE/WBE PLAN
APPLICABLE ON ALL HANH CONTRACTS**

- A. Our Company will seek to direct its efforts to provide, to the greatest extent feasible, training and employment and subcontracting opportunities generated from the expenditure of assistance provided under this contract to minorities and women and MBE/WBE firms as required under the HANH's Bid Condition for Equal Opportunity. MBE/WBE shall have the same meaning as set forth under Clause 7 of the HUD Representation, Certification and Other Statement of Bidders- HUD Form 5369-A - for construction contracts or Clause 2 of the Certification and Representation for Offerors for non-construction contracts. – HUD Form -5369-C.
- B. Our Company will seek to direct its efforts to award subcontracts, to the greatest extent feasible, to MBE/WBE Business concerns, as follows:
- C. We will seek to satisfy the numerical goal that 20% of the overall workforce for the project shall be minorities.
- D. We will seek to satisfy the numerical goal that 6.9 percent of the overall workforce for the project shall be women.
- E. We will seek to satisfy the numerical goal that at least 20% of the total dollar amount of all subcontracts for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to MBE Business Concerns.
- F. We will seek to satisfy the numerical goal that at least 6 percent of the total dollar amount of all subcontracts for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to WBE Business Concerns.

To the greatest extent feasible, we will meet numerical goals for providing training and employment opportunities to minorities and women. We anticipate the following workforce needs set forth above.

EXHIBIT F, cont.



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.8800 Fax 203.497.8510

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information, and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Housing Authority of the City of New Haven. Copies of agreements include but not limited to joint ventures, subcontracts, supplier's agreements, purchase orders referencing the Bid Documents Specification, RFP, or Purchase Order Number shall be forwarded to Elm City Communities- Housing Authority of New Haven, 360 Orange Street- 2nd Floor, New Haven, Connecticut 06511, Attn: LaVonta Bryant, Director of Procurement.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing documents are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

NAME OF PRIME CONTRACTOR: _____
(PRINT OR TYPE)

SIGNATURE OF AUTHORIZED OFFICER: _____

DATE: _____

NAME OF AFFIANT: _____

NOTARY STATEMENT

State of Connecticut

County of _____ ss. City _____

On this the _____ day of _____ in the year 20 _____

The above signed Officer _____ (NAME OF AFFIANT)

Personally known, who, being duly sworn, did execute the foregoing affidavit and did so as her or his free act and deed.

In Witness whereof, I hereunto set my hand and official seal:

(NOTARY PUBLIC SIGNATURE) (NOTARY SEAL)

My commission Expires: _____

EXHIBIT F, cont.



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.8800 Fax 203.497.8510

SCHEDULE B
Letter of Intent from SECTION 3/MBE/WBE/DBE Subcontractors, Suppliers, Consultants

TO: ELM CITY COMMUNITIES – HOUSING AUTHORITY OF NEW HAVEN (HANH)
PROCUREMENT DEPARTMENT - CONTRACT LABOR COMPLIANCE

FROM: _____ SEC.3 MBE WBE DBE
(NAME OF SUBCONTRACTOR-MBE/WBE/DBE COMPANY) (Circle status)

FEIN: _____ ETHNICITY: _____ GENDER: ☐ M ☐ F

PRIME CONTRACTOR: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____


EMAIL ADDRESS: _____

BID DOCUMENT, RFP OR PURCHASE ORDER NO.: _____

BID DOCUMENT, RFP OR PURCHASE ORDER TITLE: _____

The Section 3 status of a contractor must be certified by the Housing Authority of the City of New Haven. The MBE/WBE/DBE status of the undersigned is confirmed by the attached Letter of Certification from at least one of the following agencies: **Greater New England Minority Supplier Development Council, State of Connecticut Department of Administrative Services, State of Connecticut Department of Public Works, State of Connecticut Department of Transportation or the Small Business Administration (SBA) (8a) Program.** A copy of the certification letter is required. Firms seeking MBE/WBE/DBE subcontracting credit via direct participation must include one (1) current letter of certification from a HANH approved certifying agency. List the names, addresses, telephone number, contact person and other required information below:

EXHIBIT F, cont.

 <p>ELM CITY Communities Housing Authority of New Haven</p>	<p>Karen DuBois – Walton, Ph.D. Executive Director Housing Authority of the City of New Haven 360 Orange Street, New Haven, CT 06511 Phone: 203.498.6800 Fax 203.497.8510</p>
---	---

LETTER OF INTENT

The aforementioned SECTION 3/MBE/WBE/DBE Subcontractor acknowledges that if a contract is awarded to the Prime contractor mentioned in the attached Schedule A, Utilization Plan that his company will execute a contract to perform the work identified in the Utilization Plan.

Will any of the work to be performed on this contract be subcontracted to another firm? Yes ☐ No ☐

If yes, list any Section 3/MBE/WBE firm below for each company they are subcontracting to, percentage of work to be performed, dollar amount, and type of work being performed.

The Section 3/MBE/WBE/DBE Subcontractor has agreed in principal to provide either commodities or services as listed below contract:

Indicate the total dollar value and the terms of the contract agreement:

Terms of Contract: _____

At what percentage of the project is your task? _____

<p>Page 2 of 3</p>	<p>Letter of Intent SECTION 3/MBE/WBE/DBE Subcontractors, Suppliers, Consultants SCHEDULE B Revised 09-2016</p>
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EXHIBIT F, cont.



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.8800 Fax 203.497.8510

AFFIDAVIT

The undersigned will enter into a signed agreement with the Prime Contractor listed above within five (5) days after receipt of a signed contract executed by the Housing Authority of the City of New Haven. Copies of agreements including but not limited to joint ventures, subcontracts, supplier agreements, or purchase orders referencing the BID DOCUMENTS, RFP, or P. O. Number shall be forwarded to:

Elm City Communities - Housing Authority of New Haven, (HANH)
LaVonta Bryant
Director of Procurement
360 Orange Street – 3rd Floor
New Haven, CT 06511
(203) 498-8800 Extension 1200

I do solemnly declare and affirm under the penalty of perjury that the contents of the forgoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

NAME OF SECTION 3/MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER:

(PRINT OR TYPE)

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

(DATE)

NOTARY STATEMENT

State of Connecticut

County of _____ ss. City: _____

On this the _____ day of _____ in the year 20_____

The above signed Officer _____ (NAME OF AFFIANT)

Personally known, who, being duly sworn, did execute the foregoing affidavit and did so as her or his free act and deed.


In Witness whereof, I hereunto set my hand and official seal:

(NOTARY PUBLIC SIGNATURE)

(NOTARY SEAL)

My Commission Expires: _____

EXHIBIT F, cont.

 <p>ELM CITY communities Housing Authority of New Haven</p>	<p>Karen DuBois – Walton, Ph.D. Executive Director Housing Authority of the City of New Haven 360 Orange Street, New Haven, CT 06511 Phone: 203.498.8800 Fax 203.497.8510</p>
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SCHEDULE C
BIDDERS/PROPOSERS SECTION 3/MBE/WBE/DBE Compliance
Affidavit for Schedule A

I, _____ as a respondent to HANH's Bid Document Specification Number _____ do hereby affirm that I understand and fully support the policy and regulations set forth in the attached **SECTION 3/MBE/WBE/DBE Utilization Plan**, (hereafter referred to as the Policy).

Given that a contract awarded for work under this bid document specification will be issued subject to an amount not currently available, I understand that my **SECTION 3/MBE/WBE/DBE Utilization Plan**, including the attached Schedule A and B(s) is subject to amendment to reflect actual subcontract amounts to the listed subcontractors.

Based upon the total dollar amount of the contract, I agree to fully comply with the minimum participation goals as outlined in HANH's Equal Opportunity Policy for **SECTION 3/MBE/WBE/DBE Utilization** and to the following reporting requirements:

1. To submit **within Five (5) days** of issuance of contract, copies of all resulting subcontract agreements with the certified **SECTION 3/MBE, WBE AND DBE** firms whom were listed on the original Schedule A and Bs, and
2. To submit on a monthly basis an updated **Schedule D - Status Report of SECTION 3/MBE/WBE/DBE Subcontractor/Supplier Payments** attaching appropriate documentation (waivers of lien and copies of canceled checks) to evidence payments to the subcontractors as agreed to on the approved **SECTION 3 /MBE/WBE/DBE Utilization Plan** covering this work project.

I further understand that any change made to the approved **SECTION 3/MBE/WBE/DBE Utilization Plan** does require the approval of the **Contract Officer**. Additional firms will be allowed consistent with standards outlined in the Policy. Substitution of firms will only be considered consistent with provisions as stated in HANH'S **SECTION 3 /MBE/WBEDBE Utilization Policy**.

ACKNOWLEDGEMENT:

Authorized Principal or Agent Signature	Date
---	------

APPROVED:

Director of Procurement	Date
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Page 1 of 1

BIDDERS/PROPOSERS SECTION 3/MBE/WBE/DBE Compliance Affidavit
SCHEDULE C
Revised 2-2016

EXHIBIT F, cont.



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.6800 Fax 203.497.6510

"Section 3 New Hire Report" Instructions

Applicability Section 3 New Hire Report documents all new hires and indicates whether Section 3 Residents were hired to fill any available positions. Use the definition of Section 3 Residents below for determining the status of all new employees.

Reporting Responsibilities: This form must be completed by all firms working on a Section 3 Project Check with your program managers regarding the deadlines for receipt of this form. Those entities that have direct agreements with Elm City Communities – Housing Authority of New Haven, (HANH) - Sponsors and/or Contractors - regarding a Section 3 Project are responsible for collecting the Section 3 New Hire Report from all applicable subcontractors, consultants, etc.

SECTION 3 RESIDENTS

Section 3 residents are those individuals living in New Haven County who are either residents of HANH or whose median household income (varies by household size) is 80% or less of the area median income. In New Haven County, the maximum income for each household size is shown in this chart:

STATE: CONNECTICUT
New Haven-Meriden, CT HMFA
FY 2015 MFI: \$83,400

-----HUD INCOME LIMITS-----

	1	2	3	4	5	6	7	8
	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON
EXTREMELY LOW (50%) INCOME LIMITS	17,500	20,000	22,500	25,000	28,410	32,570	36,730	40,890
VERY LOW (58%) INCOME LIMITS	29,200	33,400	37,550	41,700	45,850	48,400	51,750	55,850
LOW (80%) INCOME LIMITS	46,100	52,650	59,250	65,800	71,100	76,350	81,600	86,900

Section 3 requires that Section 3 Residents have the opportunity to apply to all available full time positions (be they seasonal, permanent, or temporary) created by the use of Section 3 covered funds. The types of jobs include construction, administrative, management, services, etc.; any and all jobs that arise in connection with construction or rehabilitation activities. As part of HANH's Section 3 procedures, firms are required to report the number of employees hired in connection with a Section 3 Project.

EXHIBIT F, cont.



Karen DuBois – Walton, Ph.D. Executive Director
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Phone: 203.498.8800 Fax 203.497.8510


How can businesses find Section 3 residents?

Businesses can recruit utilizing the list of residents provided by *LaVonta Bryant, Director of Procurement* contacting her at 203.498.8800 x1200 or via email lbryant@newhavenhousing.org; or businesses may recruit utilizing a local employment referral source, such as contacting resident organizations, local community development and employment agencies to find potential workers.

Section 3 New Hire report instructions:

1. Section A requires information about the Project:
 - a. "Sponsor Name" is the name of the developer or owner of the Project;
 - b. "Prime Contractor Name" is the name of the business entity that the firm completing this form has a contract with;
 - c. "Firm completing this Form" is the name of the Sponsor, GC, Architect or subcontracting entity;
 - d. "Reporting Period" is the month/year of the period covered by this report;
 - e. "HANH Program" and "HANH Contact Person" - check with your Prime Contractor to complete these fields accurately;
 - f. "Contract Description" and "Contract Amount" - the scope and the dollar amount awarded for that work being done by the Firm completing this form;
2. Section B requires information on employees newly hired and their Section 3 status:
 - a. review the FY 2015 HUD INCOME LIMITS above to determine the family threshold and size;
 - b. Job Category Code: check chart for letter to insert here;
 - c. Check the box above the signature lines if no employees were hired during the period.

EXHIBIT F, cont.

 <p>ELM CITY communities <small>Housing Authority of New Haven</small></p>	<p>Karen DuBois – Walton, Ph.D. Executive Director Housing Authority of the City of New Haven 360 Orange Street, New Haven, CT 06511 Phone: 203.498.8800 Fax 203.497.8510</p>
--	---

SECTION 3 NEW HIRE REPORT SECTION

SECTION A:

1. A Project Name: Site Address, Contract Number:

2. Sponsor Name: Prime Contractor Name: Report Period (mm-yyyy):

3. Firm completing this Form: HANH Program: Address:

4. HANH Contact Person: City/State: Contract Description: Zip: Contract Amount:

5. Person Completing This Form: Telephone Number: FAX Number: Email Address:

6. Contractor Name:

SECTION B:

Section 3 Check Box	Male – M Female – F	Race	Name of New Hire	Address	Date Hired (MM/YYYY)	List Job Title and/or Trade	Job Category Code (see below)

JOB CATEGORY CODE:					RACIAL/ETHNIC CODES:						
Professionals	P	Sales	S	Labor	L	White American	1	Hispanic American	6	Other	7
Technicians	T	Tradesperson	T	Other	OT	Black American	2	Asian/Pacific American	3		
Office or Clerical	O	Service Workers	S			Native American	4	Middle East	5		

COPY AND ATTACH ADDITIONAL PAGES AS NEEDED

☐ Please Check This Box If There Were No New Hires During This Period.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

_____ Signature:	_____ Title:	_____ Date:
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Page 3 of 3

SECTION 3 NEW HIRE REPORT
Revised March 2015

EXHIBIT F, cont.

CONTRACTOR/VENDOR CURRENT WORKFORCE



*NOTE: THIS FORM MUST BE SUBMITTED WITH THE CONTRACTOR/VENDOR BID.

CONTRACTOR/VENDOR CURRENT WORKFORCE LISTED BY TRADE JOB CATEGORIES	TOTAL WHITE EMPLOYEES		TOTAL AFRO- AMERICAN EMPLOYEES		TOTAL HISPANIC EMPLOYEES		TOTAL ASIAN/PACIFIC EMPLOYEES		TOTAL NATIVE AMERICAN EMPLOYEES		TOTAL OTHER UNKNOWN ETHNICITY EMPLOYEES		METRO AREA SECTION 3 EMPLOYEES		HANH SECTION 3 EMPLOYEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Foreman/Supervisor																
Asbestos Worker Journeyman																
Asbestos Worker Apprentice																
Boilermaker Journeyman																
Boilermaker Apprentice																
Bricklayer Journeyman																
Bricklayer Apprentice																
Carpenter Journeyman																
Carpenter Apprentice																
Concrete Mason Journeyman																
Concrete Mason Apprentice																
Electrician Journeyman																
Electrician Apprentice																
Elevator Constructor Journeyman																
Elevator Constructor Apprentice																
Glazier Journeyman																
Glazier Apprentice																
Iron Worker Journeyman																
Iron Worker Apprentice																
Laborer Journeyman																
Laborer Apprentice																
Operating Engineer Journeyman																
Operating Engineer Apprentice																
Painter Journeyman																
Painter Apprentice																
Pipe Fitter/Plumber Journeyman																
Pipe Fitter/Plumber Apprentice																
Plasterer Journeyman																
Plasterer Apprentice																
Roofer Journeyman																
Roofer Apprentice																

CONTRACTOR/VENDOR CURRENT WORKFORCE ANALYSIS
Revised 02-2008

EXHIBIT F, *cont.*

CONTRACTOR/VENDOR CURRENT WORKFORCE



*NOTE: THIS FORM MUST BE SUBMITTED WITH THE CONTRACTOR/VENDOR BID.

CONTRACTOR/VENDOR CURRENT WORKFORCE LISTED BY TRADE JOB CATEGORIES	TOTAL WHITE EMPLOYEES		TOTAL AFRO- AMERICAN EMPLOYEES		TOTAL HISPANIC EMPLOYEES		TOTAL ASIAN/PACIFIC EMPLOYEES		TOTAL NATIVE AMERICAN EMPLOYEES		TOTAL OTHER UNKNOWN ETHNICITY EMPLOYEES		METRO AREA SECTION 3 EMPLOYEES		HANH SECTION 3 EMPLOYEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Sheet Metal Journeyman																
Sheet Metal Apprentice																
Sprinkler Fitter Journeyman																
Sprinkler Fitter Apprentice																
Truck Driver Journeyman																
Truck Driver Apprentice																
Welder Journeyman																
Welder Apprentice																
Other																
Total Monthly Hours																
Total % of Hours																

EXHIBIT F, *cont.*



SCHEDULE D STATUS REPORT LOG FOR ALL SUBCONTRACTORS INCLUDING SECTION 8(MBE/WBE SUBCONTRACTOR/SUPPLIER PAYMENTS)

The information requested is vital to ensure prompt processing of payment requests and MUST be completed and submitted with appropriate supporting documentation (Waivers And Copies of Canceled Checks) Monthly to:

Elm City Communities - Housing Authority of New Haven
LaYunta Bryant, Director of Procurement
360 Orange Street - 2nd Floor, New Haven, CT 06511

PROJECT NAME:

RASH PROJECT #:

REQ #:

Provide the following information for each contracting party including the Contractor and Subcontractor regardless of tier* Attach additional sheet if necessary

Active this REQ period	Full Name of Business	% of the work completed	Name of Trade	Address, City, State & ZIP	Tel. / Fax No.	Contact Name	Ownership Type	EIN Number	License Info**	Contract Dollar Amt	Dollar Amount Requested This Period	Total Contract Amt Expended to Date	Business Categories * (Check all that apply)			Business Category by Percentage of Contract Expended to date	
													MBE	WBE	Section 3	MBE	WBE

In connection with the above referenced contract, I hereby declare and affirm under penalties of perjury that I am the _____ and duly authorized Representative of _____

Located at _____
ADDRESS

In the City of _____ State of _____
and that the above mentioned expenditures have been incurred for work this period _____ (date of REQ) and will pay the same upon receipt of payments.

*Business Categories
Section 3 - Minority Businessman
MBE - Minority Business Enterprise
WBE - Women Business Enterprise
DBE - Disadvantaged Business Enterprise

Regardless of tier, a complete SBC Certification must be submitted for the General Contractor and each Subcontractor
**Please supply a copy of business classification certificate to the Project.

State of Connecticut

On this the _____ day of _____ in the year 20____

The above signed Officer _____ (NAME OF AFFILIATE)
Personally known, who, being duly sworn, did execute the foregoing affidavit and did so as her or his free act and deed.

In Witness whereof, I hereunto set my hand and official seal:

NOTARY PUBLIC SIGNATURE

My Commission Expires: _____

Infrastructure Budget

CHFA 50H CONSOLIDATED APPLICATION

CSPS
Construction Professional Services

Exhibit 6.6.a - PROJECT COST SUMMARY [Construction Schedule of Values]

CSPS
Construction Professional Services

Revision History
Revision Number: 01
Revision Date: May 26, 2020

Write only this page after substantial completion of the development, as determined by the Authority, and prior to final closing. General comments and details of contract administration shall follow in the Authority, in form and content acceptable to the Authority. Initial statements of work conflict by independent certified public accountancy (tax and in the field of Government and acceptable to the Authority, in further early work tasks.

It is hereby certified that the proposed housing can be built to the rear street above

Note: signatures are not required at time of application but will be required following approval. Indicate the individual who prepared the cost estimates below for application.

Signature		Date		Signature		Date	
Instructor Name		Title		Name		Title	
Signature		Date		Signature		Date	
Instructor Name		Title		Name		Title	

Version 2018.4
 Evaluation Mode
 October 17, 2018

Managerial Skill Assessment		Level 1: Basic Skills	
Signature	Date	Signature	Date
Contractor Name	Title	Name	Title
Signature	Date	Signature	Date
Information Manager	Date	Name	Title

EXHIBIT H

Minimum Performance Level

Specific performance standards related to oversight of financial performance, physical property, resident and community relations and reporting, recordkeeping and monitoring are found in those sections.

PERFORMANCE STANDARDS

- Property manager (PM) selected and evaluated according to applicable criteria and in timely fashion
- PM shall comply with all laws and procedures
- PM to Certify and Verify Eligibility of All Tenants prior to Occupancy
- PM to Recertify and Re-verify Tenant Eligibility within 12 months of last certification
- Waiting List: Have 10 applicants for each unit size and type; update waiting list every 6 months
- Applicants and residents treated fairly; no fair housing violations

QUANTITATIVE PERFORMANCE STANDARDS

- a) Glendower and the Owner have established the following quantitative Performance Standards and expectations. These standards are based on PHAS guidelines and are consistent with normal housing management industry standards. Performance Standards that are described by PHAS or SEMAP shall be the equivalent of "A"s.
- b) Vacancy Loss of less than 4% following completion of rent-up.
 - i. Vacancy loss is calculated in accordance with HUD PHAS standards.
 - ii. Measured as the number of days lost to vacancy divided by the total number of possible occupancy days.
- c) Average Vacancy Turnover of not more than 14 days.
 - i. Vacancy Turnover is calculated in accordance with HUD PHAS standards.
 - ii. Measured as the number of days between move-out of one resident and the move-in of the next resident to the vacant apartment. (lease end to lease start)
- d) Rent Collection – Uncollected Rent not to exceed 5%.
 - i. Rent Collections and Uncollected Rent is calculated in accordance with HUD PHAS standards.
 - ii. Measured as the total amount of uncollected rent for the reporting year plus the total uncollected rent carried into the year for residents in possession divided by the total rent billed for the year.
- e) Emergency Work orders Abated within 24 Hours.
 - i. All (100%) emergency work orders (identified as work that if left incomplete poses a serious threat to life and safety) will be abated within 24 hours of the Agent becoming aware of the need for repair.
- f) Average Work Order Completion not to exceed 7 days.
 - i. The average time to complete non-emergency work orders will not exceed 7 days, calculated in accordance with HUD PHAS standards, measured as the total number of days for completed and outstanding work orders divided by the number of complete or outstanding work orders.

- g) Annual Satisfaction Survey and Work Order Quality Control Survey.
 - i. The Owner will conduct an annual satisfaction survey by mailing to all residents, review and compile the results of the survey and make these results available to the HANH.
 - ii. The Owner will survey 10% of all completed work orders periodically for quality control purposes, review and compile the results of the survey and make these results available to HANH.
- h) Security
 - i. The Owner will be required to track and report on crime related problems including arrests and police calls.
- i) Annual HUD Inspections
 - i. The Owner will provide access and data necessary for annual HQS inspections and will achieve a pass. If health and safety deficiencies are found they will be corrected or abated within 24 hours and all other deficiencies will be corrected within 7 days.
- j) Annual Unit Inspections
 - i. The Owner shall complete annual unit inspections 100% of the Section 8 units (HQS standard).
- k) Reporting Requirements
 - i. The Owner will provide an Annual Audit and Monthly Narrative Report and Financial Report to HANH.
- l) Annual Audit
 - i. Annual Audited Financial Statements will be provided to HANH by the owner, with the following conditions:
 - 1. The Audit is due to the Owner 120 days after the end of each fiscal year.
 - 2. The Audit must be prepared in accordance with generally accepted accounting principles (GAAP)
 - 3. The Audit must be accompanied by the report of an independent Certified Public Accountant.
 - 4. The audit must be accompanied by any supplemental data required by HANH or HUD such as certifications as to compliance with laws, regulations or agreements.
- m) Monthly Narrative Report
 - i. The Monthly Narrative Report will detail a summary of property operations, including:
 - 1. Summary of move-in and move-out activity, compared to prior month and the comparable quarter in the preceding fiscal year.
 - 2. Vacancy Report, by unit size, type and income categories, including number of days vacant.
 - 3. Waiting List Report, including the number of families on the waiting list for each unit size, type and income category.
 - 4. Share Transfer Account Activity, including total accounts receivable, total cash balance, quarterly income, quarterly new loans and delinquent accounts.
 - 5. Aged Housing Payments Delinquency Report, including amounts and age of housing payment delinquencies.

6. Maintenance Activity Report, including summary of maintenance requests received and responses initiated, completed or outstanding at the end of the quarter by category (normal, emergency, planned, preventative).
- n) The Monthly Narrative Report will detail a summary of property operations, including:
- i. The Monthly Financial Report will include the following:
 - 1. Itemized Report of Income and Expense on Accrual Basis, reporting for the month and year to date, in a format substantially comparable to HUD-92410 (Statement of Profit and Loss) and which indicates all budget variances.
 - 2. Accounts Payable Schedule as of the end of the reporting month, in a format comparable to HUD-93481 (Schedule of Accounts Payable).
 - 3. Tenants Accounts Receivable report showing all receivable amounts in an aged format.
 - 4. Statement of Surplus Cash, as of the end of the reporting period, in a format comparable to HUD-93486.

SECTION 8 UNITS

1. Rents

- a. The Owner will ensure that all rents are considered reasonable at the time of lease and throughout occupancy of the unit by conducting at a minimum, an annual rent reasonableness study.
- b. The Owner will obtain third party verifications and will be responsible for verifying correct rent calculations and allowances on an annual basis.
- c. The Owner will be responsible for annual income re-certifications for 100% of Section 8 residents.

2. Low Income Housing Tax Credit Units

- a. Compliance
 - i. The Owner will be responsible for all tax credit compliance related to the LIHTC units and will be responsible for maintaining 100% of those units in compliance with the regulations and will not expose the property to the risk of tax credit recapture or a call upon the tax credit guaranty.