

M&E REV. OCTOBER 9, 2024

CITY COOPERATION AGREEMENT

BY AND AMONG

CITY OF NEW HAVEN,

THE GLENDOWER GROUP, INC.,

ST. LUKE'S DEVELOPMENT CORPORATION

AND

ST. LUKE'S GLENDOWER LLC

WITH RESPECT TO

117-125 & 129 WHALLEY AVENUE, 10-12 DICKERMAN STREET, AND 34-36 SPERRY  
STREET, NEW HAVEN, CONNECTICUT

DATED AS OF \_\_\_\_\_, 202\_

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## CITY COOPERATION AGREEMENT

THIS CITY COOPERATION AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, and is effective \_\_\_\_\_, 202\_, 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 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 ("Glendower Group" or the "Developer"), St. Luke's Development Corporation, a Connecticut non-stock corporation with a principal place of business located at 111 Whalley Avenue, New Haven, Connecticut 06511 ("SLDC"), and St. Luke's Glendower LLC, a Connecticut limited liability company with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06511 ("Owner Entity").

### W I T N E S S E T H :

WHEREAS, Developer is an instrumentality of the Housing Authority of the City of New Haven ("HANH"), formed to carry out, inter alia certain redevelopment activities including the development of decent, safe and affordable housing in the City of New Haven; and

WHEREAS, Developer and SLDC have executed a Co-Development Agreement to carry out the redevelopment of the real property identified as 117-125 & 129 Whalley Avenue, 10-12 Dickerman Street, and 34-36 Sperry Street, New Haven, Connecticut (the "Redevelopment Site"), all as more particularly described in Exhibit A; and

WHEREAS, Developer and SLDC have agreed that the Redevelopment Site will be consist of an aggregate of up to fifty-five (55) residential units, of which forty-four (44) units will be Rental Assistance Demonstration Program based voucher units ("RAD Units"), and five (5) will be market-rate units, along with approximately four thousand eighty-eight (4,088) square feet of commercial/retail and community space, all subject to a unit mix as set forth in Exhibit B attached hereto, or as Developer and SLDC shall mutually determine appropriate (the "Project"). The RAD Units shall all 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, a site plan of the project to be located on the Redevelopment Site is attached hereto at Exhibit C (the "Site Plan"); and

WHEREAS, to effectuate the Project, Developer and SLDC formed Owner Entity as the single purpose entity which will, by a ground lease of up to ninety-eight (98) years, lease the Redevelopment Site and own the improvements on the real property comprising the Project; 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 Developer, SLDC 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, the Developer and the Owner 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 "ACC Units" means units that are the subject of a Mixed-Finance ACC Amendment between the U.S. Department of Housing and Urban Development and HANH.

1.02 "Affordable Housing" shall mean housing that satisfies the definitions set forth in Sections 1.01, 1.23, 1.25, 1.26 or 1.29 of this Agreement.

1.03 "Affordable Units" shall mean any unit which is either a RAD Unit, an ACC Unit, a Section 8 PBV Unit, a Tax Credit Unit, or a Section 8-39a Unit.

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

1.05 "Authorized Representative" shall mean, (a) for Developer, Karen DuBois-Walton 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 SLDC, Sam Andoh, and/or such other persons as may be appointed by SLDC from time to time, and (d) for Owner Entity Karen DuBois-Walton, and/or such other persons as may be appointed by Owner entity 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..

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

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

1.08 "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.

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

1.10 "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.

1.11 [INTENTIONALLY OMITTED]

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

1.13 "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, pandemics, 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, 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 the Redevelopment Site, in accordance with the terms of this Agreement, or (g) other causes beyond the reasonable control of the Developer, as long as the Developer is diligently pursuing its obligations hereunder.

1.14 "Ground Lease" shall mean the ground lease agreement by and between SLDC and Owner Entity, pursuant to which SLDC will lease to Owner Entity the Redevelopment Site. Owner Entity will cause a notice of ground lease ("Notice of Ground Lease") evidencing the Ground Lease to be recorded on the Land Records of the City of New Haven.

1.15 [INTENTIONALLY OMITTED]

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

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

1.18 "Market Rate Units" means five (5) rental units, collectively and each as applicable that are considered Market Rate and are not a RAD Unit, an ACC Unit, a Section 8 PBV Unit, a Tax Credit Unit or a Section 8-39a Unit.

1.19 "Other Project Default" shall mean a default by Developer of those obligations of the Developer set forth in Sections 5.04, 5.05, 5.06, or 5.07.



1.20 [INTENTIONALLY OMITTED].

1.21 "Project" shall have the meaning set forth in the recitals to this Agreement.

1.22 "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.

1.23 "RAD Units" shall mean the units that are project-based voucher units pursuant to the RAD Requirements.

1.24 "Rental Units" shall mean the Affordable Units and the Market Rate Units.

1.25 "Section 8 PBV Units" means units subsidized under the Section 8 Program, or any successor subsidy Program thereto,

1.26 "Section 8-39a Units" means housing units that satisfy the definition set forth in Section 8-39a of the Connecticut General Statutes, as may be amended from time to time.

1.27 "State" shall mean the State of Connecticut.

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

1.29 "Tax Credit Units" means otherwise affordable tax credit units under any federally funded program, including but not limited to Section 42 of the Internal Revenue Code.

## ARTICLE II

### FINANCIAL

#### 2.01 Project Financing.

The Sources and Uses Statement attached as Exhibit D provides 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 SLDC and Glendower.

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## ARTICLE III

### TAX AGREEMENTS

#### 3.01 Rental Units.

(a) (i) Commencing upon the date on which a Notice of Ground Lease with respect to the Ground Lease is recorded on the New Haven Land Records, or in the event of a sale of the Redevelopment Site, or a portion thereof, to a Development Entity, the date of recording of the deed effecting such sale is recorded on the New Haven Land Records, the City Real Estate Taxes due on the Redevelopment Site shall abate with respect to the Rental 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.

(ii) Until the later to occur 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 or rehabilitation of all the Rental Units (hereinafter referred to as the "Construction Period"), the City Real Estate Taxes shall abate in their entirety for the Redevelopment Site;

(iii) Upon the expiration of the Construction Period, the annual sum payable with respect to the Affordable Units during the Tax Agreement Period shall be determined by multiplying the number of Affordable Units by the sum of Four Hundred Fifty And No/100 Dollars (\$450.00) (the "Base Rate"), and such Base Rate shall be increased annually with respect to each Rental Unit 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 Affordable Units.

(iv) Upon the expiration of the Construction Period, all Real Estate Taxes shall be assessed for the period beginning after the expiration of the Construction period, and due and payable with respect to the Market Rate Units.

(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 Rental Units shall be payable in full by the then owner of the Project, provided, however, that in the event that the Project is owned by Glendower or by an entity controlled by Glendower, 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, SLDC, the Developer, the then owner or other successor in interest to an Owner, or an Owner, as the case may be, shall have the right to appeal any assessment of the 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 Affordable Units.

3.02. General Provisions.

(a) The Tax Assessor 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 II shall run with the land and shall remain in full force and effect with respect to the Affordable Units, in the event the Redevelopment Site 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 the Redevelopment Site to Affordable Housing remain in effect.

(c) In the event that the Owner 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 the portion of the Redevelopment Site.

**ARTICLE IV**

**ENVIRONMENTAL MATTERS**

4.01 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 SLDC that provides Developer with site control of the Redevelopment Site, any indemnifications provided to SLDC by Developer pursuant to those agreements will extend to the City hereunder.

4.02 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 V

### THE PROJECT DEVELOPMENT— DEVELOPER'S OBLIGATIONS

#### 5.01 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. 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.

#### 5.02 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. It is further agreed and understood that the City does not control any state or federal agencies with respect to any such permits or approvals of or authorization, and that the City Plan Commission and the New Haven Board of Zoning Appeals are independent agencies which the City does not control. 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.

#### 5.03 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.

#### 5.04 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 Rental Units completed within those timeframes as set forth in Exhibit E attached hereto, subject to extensions and permissible causes for delay. The schedule shall be further determined by Developer. Developer shall provide to the City those monthly status reports required by SLDC.

5.05 Rental Licenses/Inspections.

All units in the Project which are not Section 8 PBV Units, RAD units, ACC Units, or owned by Developer 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.

5.06 Other Developer Obligations.

(a) Lighting. The Developer shall pay for and install a mixture of standard and decorative lighting fixtures on buildings 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 or other owner of the Redevelopment Site 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.

5.07 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 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 Five Thousand and No/100 Dollars (\$5,000.00) 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 SLDC hereby approve the plan set forth in Exhibit F.

5.08 Insurance and Indemnification.

The Developer shall obtain commercial general liability insurance policies with respect to the Project in accordance with the requirements of SLDC. The Developer shall deliver certificates of such policies to SLDC and the City as soon as practicable after such policies have been obtained with respect to the Redevelopment Site. To the fullest extent permitted by law,

the Developer shall indemnify and hold harmless SLDC 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 Developer 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 Developer or anyone for whose acts the Developer 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 the Developer only and no other party and only for claims, damages, losses and expenses arising during the Construction Period and/or the Tax Agreement Period.

5.09 Construction Fencing and Publicity.

The Developer agrees that during the construction of the improvements on the Redevelopment Site, the construction fencing for such Redevelopment Site 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 may be erected on the Redevelopment Site 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.

**ARTICLE VI**

**THE PROJECT DEVELOPMENT – CITY OBLIGATIONS**

6.01 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. It is further agreed and understood that the City does not have control of any state or federal agencies with respect to any such permits or approvals of or authorization, and that the City Plan Commission and the New Haven Board of Zoning Appeals are independent agencies which the City does not control.

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## ARTICLE VII

### MISCELLANEOUS RIGHTS AND OBLIGATIONS

#### 7.01 Development Entities.

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 the Redevelopment Site, 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.

#### 7.02 Meetings of the City, SLDC, the Developer and Others.

The City, SLDC, 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.

#### 7.03 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.

#### 7.04 Project Monitoring and Reporting.

(a) The Developer shall provide the City with a copy of all monthly status reports provided to SLDC. 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 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, SLDC, the Owners 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 VIII

### DISPUTE RESOLUTION; NOTICE TO TAX CREDIT INVESTOR

#### 8.01 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 SLDC shall so notify the Developer (or the appropriate Development Entity) 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 (or the appropriate Development Entity) shall, by no later than thirty (30) days following receipt of the City's or SLDC's notice of the nature of the default, given pursuant to Subsection (a), give notice to the City and SLDC 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 SLDC 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 SLDC, the City or SLDC may, at their sole option, terminate this Agreement with respect to its obligations not expressly subject to the arbitration.

(d) Notwithstanding any of the foregoing, it is agreed and understood that the City or SLDC may, at the City's or SLDC's option, deliver notice of "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 completes the same), then the City or SLDC 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 SLDC, the City or SLDC 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 SLDC Default. In addition to other remedies set forth in this Agreement, in the event that the City or SLDC 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 SLDC. In the event that the City or SLDC fails to cure a default, the Developer (or the appropriate Development Entity) shall retain all remedies against the City or SLDC 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.

#### 8.02 Arbitration.

All claims, disputes and other matters in question between the City, SLDC, 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, SLDC and the Developer (or the appropriate Development Entity) except by written consent containing a specific reference to the Agreement and signed by the City, SLDC, 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 SLDC to perform its obligations herein.

#### 8.03 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 SLDC 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 SLDC. 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 SLDC 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 SLDC 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 the Redevelopment Site 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 portion of the Redevelopment Site in question.

## ARTICLE IX

### MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

#### 9.01 Representations.

Subject to any necessary HUD approvals, Developer and the 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.

SLDC, 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.

#### 9.02 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, SLDC, the 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 substantive 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).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

If to a Development Entity: St. Luke's Glendower 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: Efrem Levy, Esq.

If to the City: City of New Haven  
Office of the Economic Development  
Administrator  
165 Church Street, Floor 4R  
New Haven, CT 06510  
Attn: Economic Development Administrator

With a copy to: City of New Haven  
Office of the Corporation Counsel  
165 Church Street  
New Haven, Connecticut 06510  
Attn: Michael J. Pinto  
Assistant Corporation Counsel

With a copy to: City of New Haven  
Livable City Initiative  
Deputy Director  
165 Church Street  
New Haven, Connecticut 06510

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

If to SLDC: St. Luke's Development Corporation  
111 Whalley Avenue  
New Haven, Connecticut 06511  
Attn: Samuel K. Andoh, President

With a Copy to: The Jerome Frank Legal Services Organization at  
Yale Law School  
P.O. Box 209090  
New Haven, Connecticut 06520-9090  
Attn: Anika Singh Lemar

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

If to Tax Credit Investor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

(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.

#### 9.04 Property Management.

It is agreed and understood that following completion of each unit in the Project, it is anticipated that a qualified management firm (the "Qualified Management Firm") will manage the Project pursuant to a management agreement between each of the Owners 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 the property management agreement a copy of which is attached hereto as Exhibit G.

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 SLDC, Developer, the Development 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 five (5) 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

\_\_\_\_\_

THE GLENDOWER GROUP, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Karen DuBois-Walton  
President

\_\_\_\_\_

ST. LUKE'S GLENDOWER LLC  
By: Glendower SLDC Managing  
Member LLC, its Managing Member  
By: Glendower Whalley Redevelopment  
Corporation, its Member

\_\_\_\_\_

By: \_\_\_\_\_  
Karen Dubois-Walton  
President



ST. LUKE'S DEVELOPMENT  
CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
Samuel K. Andoh  
President

\_\_\_\_\_

[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 )  
 : ss. New Haven  
COUNTY OF NEW HAVEN )

On this the \_\_\_ day of \_\_\_\_\_, 202\_, before me, the undersigned officer, personally appeared Karen DuBois-Walton, as President of The Glendower Group, Inc., one of the signers and sealers of the foregoing instrument, and she acknowledged the same to be the free act and deed of The Glendower Group, Inc. and of herself, as President 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 Glendower Whalley Redevelopment Corporation, Member of Glendower SLDC Managing Member LLC, managing member of St. Luke's Glendower 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 Samuel K. Andoh, who acknowledged himself to be the President of St Luke's Development Corporation, a Connecticut corporation, and he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as such officer.

In witness whereof I hereunto set my hand.

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

EXHIBIT A

The Redevelopment Site

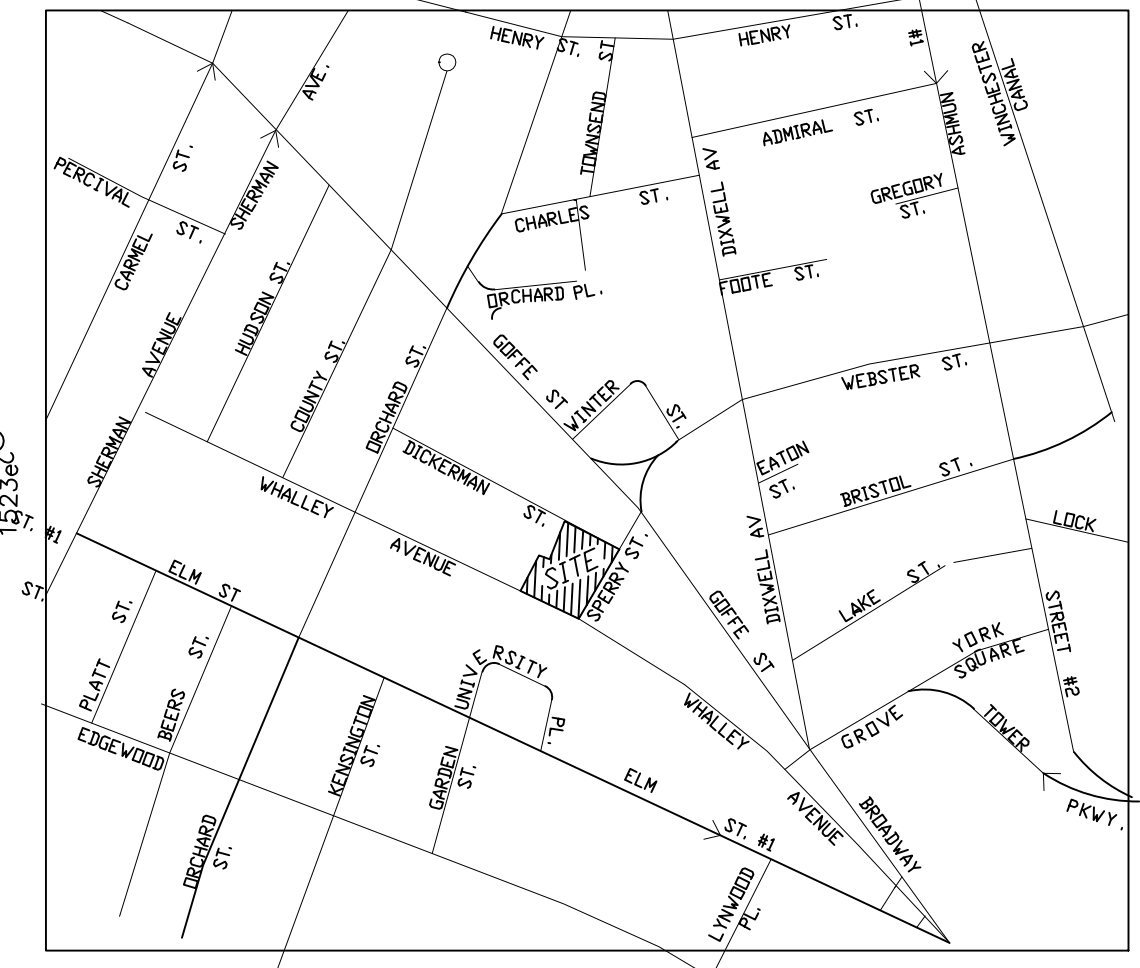
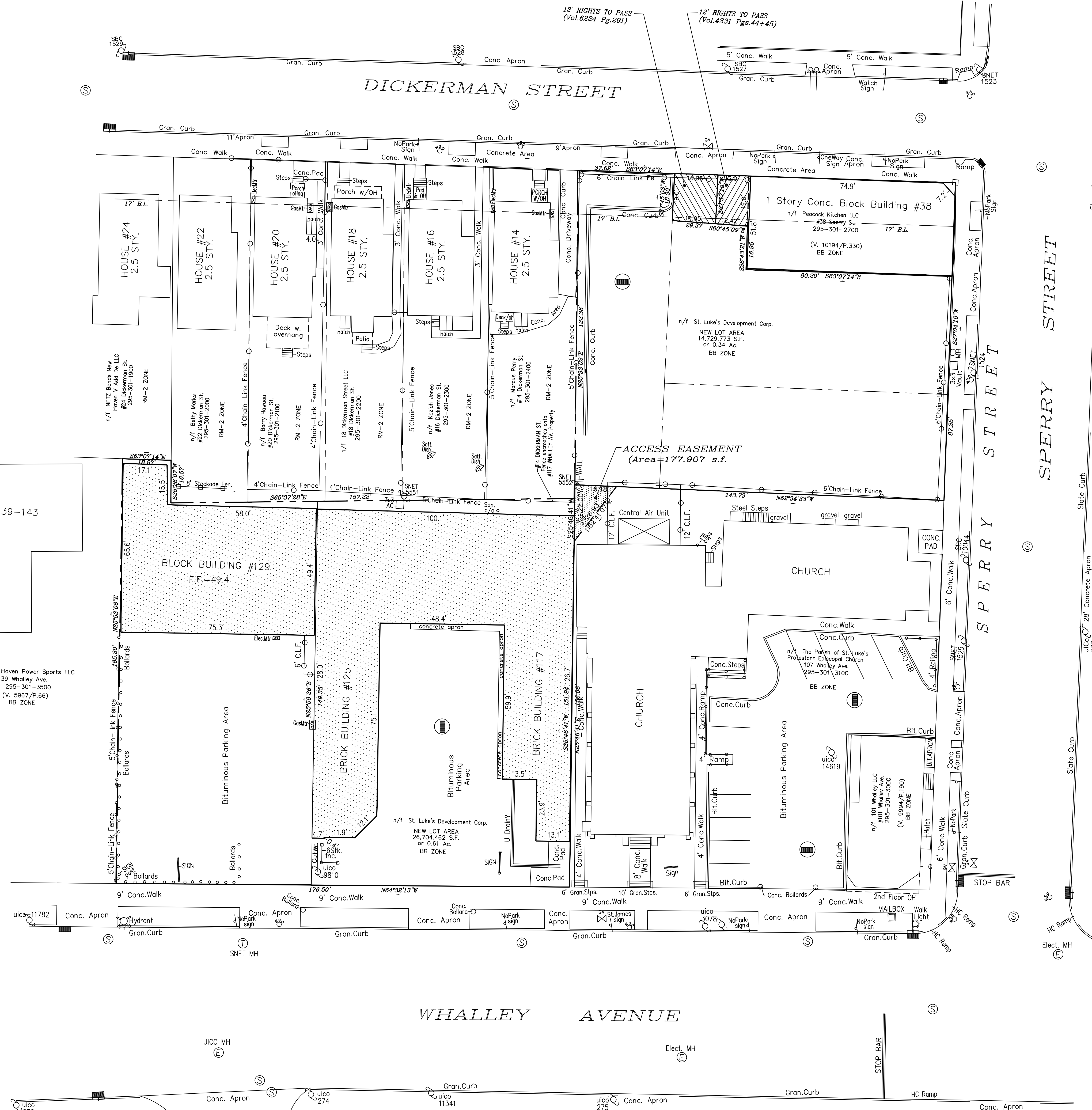
MAP REFERENCE:  
MAP ENTITLED, "PROPERTY SURVEY HABITAT FOR HUMANITY FOR NEW HAVEN #56 DICKERMAN STREET NEW HAVEN, CONNECTICUT 1"=20' NOV. 2, 1995 GODFREY-HOFFMAN ASSOCIATES"

MAP ENTITLED, "IMPROVEMENT LOCATION SURVEY for ST. LUKE'S DEVELOPMENT CORPORATION SHOWING PROPOSED ACCESS EASEMENT through #107 WHALLEY AVENUE NEW HAVEN, CONNECTICUT 1"=20' DATE: 4-29-2014 KENNETH R. CYR L.S."

- NOTES:  
1) COORDINATES SHOWN ACCORDING TO NAD27 DATA  
2) ELEVATIONS SHOWN ACCORDING TO NGVD29 TAKEN FROM STATION TM.#88  
3) NO PORTION OF THE PROPERTY LIES WITHIN A FEDERAL FLOOD HAZARD ZONE AS PER FEMA MAP COMM.-PANEL NO. 090084 0002C REV. 5-2-83.

REGULATIONS FOR BB ZONE  
CURRENT USE: COMMERCIAL WAREHOUSE

ITEM	REQUIRED
MIN. LOT AREA	N/A
MIN. AREA PER UNIT	2000 SF
MIN. LOT WIDTH	N/A
MIN. FRONT YARD	N/A
MIN. SIDE YARD	N/A
MIN. REAR YARD	10'
MAX. BLDG. COVERAGE	N/A
MAX. BLDG. HEIGHT	N/A
USEABLE OPEN SPACE	N/A
FLOOR AREA RATIO	2.0
PARKING PER UNIT	18



INDICATED UNDERGROUND UTILITIES ARE BASED ON AVAILABLE DATA. THE LOCATIONS ARE APPROXIMATE AND ALL UTILITIES MAY NOT BE SHOWN. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CALL 1-800-922-4455 AND HAVE ALL UTILITIES MARKED.  
THIS DRAWING HAS BEEN PREPARED BASED, IN PART, ON INFORMATION PROVIDED BY OTHERS RELATING TO THE LOCATION OF UNDERGROUND SERVICES. WE CANNOT VERIFY THE ACCURACY OF THIS INFORMATION AND SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, WHICH MAY BE INCORPORATED HEREIN AS A RESULT.

LEGEND

Symbol	Sanitary Manhole
Symbol	Storm Manhole
Symbol	Combination Manhole
Symbol	Hydrant
Symbol	Water Gate (Type Noted)
Symbol	Utility Pole
Symbol	Interval Contour
Symbol	Spot Elevation
Symbol	Maple Tree
Symbol	Deciduous Tree
Symbol	Fence

CERTIFICATION:  
1) THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300B-1 THRU 20-300B-20, AND THE RECOMMENDED STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT EFFECTIVE OCTOBER 26, 2018 PREPARED AND ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. PURSUANT TO AND AS SET FORTH THESE STANDARDS.  
THE TYPE OF SURVEY PERFORMED AND THE MAPPED FEATURES DEPICTED HEREON ARE IN ACCORDANCE WITH THE REQUIREMENTS OF A BOUNDARY SURVEY.  
PROPERTY LINES, AS THEY ARE DEPICTED HEREON, WERE PROFESSIONAL OPINIONS THAT PERTAIN TO A "DEPENDENT RESURVEY". THIS MAP PRESENTS THE RESULTS OF MEASUREMENTS WHICH WERE MADE UPON THE GROUND IN ACCORDANCE WITH THE ACCURACY STANDARDS OF A CLASS A-2 & T-2 SURVEY.  
2) THIS MAP AND SURVEY WERE PREPARED FOR ST. LUKE'S DEVELOPMENT CORPORATION TO BE USED IN MATTERS THAT RELATE TO TWO LOT MERGERS. USE OF THIS MAP FOR OTHER PURPOSES OR BY OTHER PARTIES IS NOT AUTHORIZED OR VALID.  
3) NO DECLARATION IS EXPRESSED OR IMPLIED BY THIS MAP OR COPIES THEREOF UNLESS IT BEARS THE IMPRESSION TYPE SEAL AND ORIGINAL LIVE SEAL AND ORIGINAL LIVE SIGNATURE OF THE SURVEYOR WHOSE NAME AND REGISTRATION NUMBER APPEAR BELOW. ANY CHANGES MADE TO THIS PLAN WITHOUT THE KNOWLEDGE OF THE SIGNERS INVALIDATES THESE DECLARATIONS.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.  
*Kenneth R. Cyr* 5-12-23  
PETER D. FLYNN CT.L.L.S. #8792 DATE  
KENNETH R. CYR CT.L.L.S. #70116  
NOT VALID UNLESS ORIGINAL SIGNATURE, LIVE STAMP, & RAISED SEAL ARE AFFIXED.  
FLYNN & CYR LAND SURVEYING LLC  
1204 FARMINGTON AVENUE 860-828-7886  
BERLIN, CONNECTICUT 06037

BOUNDARY SURVEY FOR  
ST. LUKE'S DEVELOPMENT CORPORATION  
SHOWING LOT COMBINATIONS OF  
12 DICKERMAN STREET with  
34 SPERRY ST. and 36 SPERRY ST.  
AS WELL AS  
117-125 WHALLEY AVE. with 129 WHALLEY AVE.  
NEW HAVEN, CONNECTICUT  
SCALE: 1"=20' DATE: 5-12-23  
GRAPHIC SCALE  
( IN FEET )  
1 inch = 20 ft.

EXHIBIT B

Unit Mix

**UNIT MIX ST. LUKE'S**

<b>Floor</b>	<b>1-Bedroom Units</b>	<b>2-Bedroom Units</b>	<b>3-Bedroom Units</b>	<b>Total</b>
1st Floor	0	0	0	<b>0</b>
Mezzanine	1	4	0	<b>5</b>
2nd Floor	4	5	2	<b>11</b>
3rd Floor	4	5	2	<b>11</b>
4th Floor	4	5	2	<b>11</b>
5th Floor	4	5	2	<b>11</b>
				<b>0</b>
				<b>0</b>
<b>Total</b>	<b>17</b>	<b>24</b>	<b>8</b>	<b>49</b>

EXHIBIT C

Site Plan



**After recording, remit to:**  
Jerome Frank Legal Services  
P.O. Box 209090  
New Haven, CT 06520-9090

CPC 1655-04  
Page 1 of 7

## NEW HAVEN CITY PLAN COMMISSION SITE PLAN REVIEW

**RE: 117 & 129 WHALLEY AVENUE, 10 DICKERMAN STREET, DICKERMAN STREET, AND 34 & 36 SPERRY STREET.**  
MBLUs: 295-0301-03300; 295-0301-03400; 295-0301-02500; 295-0301-02701; 295-0301-02800; 295-0301-02700; **Owner/Applicant:** St. Luke's Development Corporation;  
**Agent:** Anika Singh Lemar

### Site Plan Review

Construction of a five-story building with ground floor commercial space, common amenity space, and 49 residential units in the Commercial Gateway District and RM-2 Zone.

**REPORT: 1655-04**  
**ACTION: Approval with conditions**



**VOL 10744 PG 16**  
09/27/2024 09:18:46 AM  
7 Pages  
NOTICE

Michael B. Smart City Clerk

### **STANDARD CONDITIONS OF APPROVAL**

1. Pursuant to State Statute, this site plan and soil erosion and sediment control plan approval is valid for a period of five (5) years following the date of decision, until September 18, 2029. Upon petition of the applicant, the Commission may, at its discretion, grant extensions totaling no more than an additional five (5) years to complete all work connected to the original approval.
2. The applicant shall record on the City land records an original copy of this Site Plan Review report (to be provided by the City Plan Department) and shall furnish written evidence to the City Plan Department that the document has been so recorded (showing volume and page number), prior to City Plan signoff for building permits. A digital copy of the recorded report shall be provided to staff (.pdf).
3. Upon approval by the City Plan Commission, provide compiled digital copies of all application materials, including drawing sets and reports, to staff for filing (.pdf files) prior to City Plan signoff for building permits.
4. Signoff on final plans by the Greater New Haven Water Pollution Control Authority; City Engineer; Department of Transportation, Traffic, and Parking; City Plan Department; and Fire Marshal in that order shall be obtained prior to initiation of site work or issuance of building permit.
5. Construction Operations Plan/Site Logistics Plan, including any traffic lane/sidewalk closures, temporary walkways, detours, signage, haul routes to & from site, and construction worker parking plan shall be submitted to the Department of Transportation, Traffic and Parking for review and approval to prior to City Plan signoff on final plans for building permit.
6. A site bond will be required in conformity with Connecticut General Statutes Section 8-3(g). Bond, or other such financial instrument, shall be provided to the City Plan Department, in an amount equal to the estimated cost of implementation of erosion and sediment controls, plus 10 percent, prior to City Plan final sign-off on plans for building permit.
7. Any proposed work within City right-of-way will require separate permits.
8. Prior to applying for Building Permit, street address(es) shall be assigned by the City Engineer.
9. Any sidewalks or curbs on the perimeter of the project deemed to be in damaged condition shall be replaced or repaired in accord with City of New Haven standard details.

10. Any proposed removals of street trees must be coordinated with the Department of Parks, Recreation, and Trees prior to sign-off for building permits.
11. Filing (with City Plan) and implementation of a Storm Drainage Maintenance Plan and Inspection Schedule is required.
12. Following completion of construction, any catch basins in the public right-of-way impacted by the project shall be cleaned, prior to issuance of Certificate of Occupancy.
13. Within 10 business days of City Plan Commission approval, the applicant shall submit a digital (.pdf) and hard copy of the final approved plan set (including all revisions) to the City Plan Department.
14. As-built Survey shall be filed with City Plan Department, with a copy to the City Engineer, prior to issuance of Certificate of Occupancy. Site Plan shall be submitted in mylar and digital form (.pdf).

**Submission: SPR Application Packet including DATA, WORKSHEET, SITE, and SESC forms. NARRATIVE attached. Application fee: \$410. Received August 12, 2024.**

- Cover Letter, 2 sheets, dated August 9, 2024.
- Easement Letter, 1 sheet, dated August 8, 2024.
- Civil Plans, 16 sheets, dated August 6, 2024.
- Architectural Plans, 12 sheets, dated August 9, 2024.
- Engineering Report, 122 sheets, dated, July 11, 2024.

**PROJECT SUMMARY:**

**Project:** Construction of a new building with ground floor commercial space and common amenity space and 49 residential units.

**Address:** 117 & 129 Whalley Avenue, 10 Dickerman Street, Dickerman Street, And 34 & 36 Sperry Street

**Site Size:** .95 Acres

**Building size:** 66,421 SF

**Zone:** CGD, RM-2

**Parking:** 28

**Owner/Applicant:** St. Luke’s Development Corporation

**Phone:** 203-606-6317

**Development Partner:** The Glendower Group

**Agent:** Anika Singh Lemar

**Phone:** 203-432-4022

**Site Engineer:** Civil 1

**Phone:** 203-266-0778

**BACKGROUND**

**Previous CPC Actions:**

- **CPC 1629-03:** Site Plan Review for construction of a new building with ground floor commercial space and common amenity space and 55 residential units in the Commercial Gateway District and RM-2 Zone. Approved March 15, 2023.
- **CPC 1532-16** 10 and 12 Dickerman Street, 34 and 36 Sperry Street, 117, 125, and 129 Whalley Avenue. Resolution of the Board of Alders Authorizing the City to apply for and accept an environmental remediation grant from the Connecticut Department of Economic and Community Development (DECD) not to exceed \$492,200 Applicant: Economic Development Administrator. Developer: St. Luke's Approved June 21, 2017.
- **CPC 1517-08** 10 and 12 Dickerman Street, 34 and 36 Sperry Street, 117, 125, and 129 Whalley Avenue. Special Exception to allow 36 on-site parking spaces where 58 are required. Approved April 20, 2016.

- **CPC 1490-05** 10 and 12 Dickerman Street, 34 and 36 Sperry Street, 117, 125, and 129 Whalley Avenue. SPR for new mixed-use development. Approved March 19, 2014.
- **CPC 1407-01** 129 Whalley Avenue. Certificate of Approval of Location (CAL) for Used Car Dealer and General Repair. Approved August 29, 2007.

**Zoning:**

The Site Plan as submitted meets the requirements of the New Haven Zoning Ordinance for the GCD and RM-2 zone.

**Site description/existing conditions:**

The project area is made up of six lots: two on Whalley Avenue, two on Dickerman Street, and two on Sperry Street. The site is bound by Whalley Avenue to the south, Dickerman Street to the north, and Sperry Street to the east. St. Luke's Episcopal Church is located to the east of the Whalley Avenue lots. West on Whalley Avenue are commercial lots. To the west of the lots on Dickerman Street are lots with multifamily housing. Several buildings on the project lots have been previously demolished. Two one-story, commercial brick buildings on the Whalley Avenue lots remain. The remainder of the Whalley Avenue lots are bituminous pavement. The Sperry and Dickerman Street lots are unpaved and vacant.

**Proposed activity:**

The Whalley Avenue Development Project was previously approved in March of 2023 under CPC item number 1629-03. At the time, the project entailed the demolition of the commercial structures located at 117-125 and 129 Whalley Avenue and construction of a new mixed-use building with ground floor commercial space and common amenity space for tenants, including a gym and a community room. A total of 55 units were approved, with 24 vehicle parking spaces situated on two lots adjacent to the structure. Alterations have been made since this approval, including changes to the traffic circulation and parking area, reduction in the number and of dwelling units from 55 to 49, reduction of the building height from six stories to five stories, and alterations to the buildings floor plan. Site plan review is required due to these changes to the original plan.

**Motor vehicle circulation/parking/traffic:**

Like the original proposal, the development will provide for two vehicle parking lots. The first will be situated on the 117 Whalley Avenue parcel, providing five handicap accessible parking spaces. A loading area will be provided at the rear of the building, with a second located on the right side of the driveway near the entrance. The second lot will be situated on the adjacent parcels at 34-38 Sperry Street. Vehicles can enter from both Dickerman Street and Sperry Street but must exit via Sperry Street. The lot will consist of 24 spaces, including a single handicap accessible space nearest to the residential development. Pedestrians will be able to traverse both lots via accessible paths, and both lots will have a designated snow stockpile area.

**Bicycle parking:**

30 long-term, indoor bicycle parking spaces and 10 temporary bicycle parking spaces are proposed

**Trash removal:**

A dumpster is located in the northeast parking lot. Trash haulers will enter the lot via Dickerman Street to pick up and remove refuse. Residents have trash rooms on each floor of the building. Building staff will take the trash out to the dumpster.

**Signage:**

No new signage proposed at this time. All signage must meet zoning ordinance requirements.

**Sec. 58 Soil Erosion and Sedimentation Control:**

- Class A (minimal impact)
- Class B (significant impact)
- Class C (significant public effect, hearing required)

Cubic Yards (cy) of soil to be moved, removed or added: 4,267 cy

Start Date: April 2025 Completion Date: June 2026

Responsible Party for Site Monitoring:

Brian Baker, Civill  
 203-266-0778  
[brian@civill.com](mailto:brian@civill.com)

This individual is responsible for monitoring the site to assure there is no soil or runoff entering City catch basins or the storm sewer system. Other responsibilities include:

- monitoring soil erosion and sediment control measures on a daily basis;
- assuring there is no dust gravitation off site by controlling dust generated by vehicles and equipment and by soil stockpiles during the construction phases;
- determining the appropriate response, should unforeseen erosion or sedimentation problems arise; and
- ensuring that SESC measures are properly installed, maintained and inspected according to the SESC Plan.

Should soil erosion problems develop (either by wind or water) following issuance of permits for site work, the named party is responsible for notifying the City Engineer within twenty-four hours of any such situation with a plan for immediate corrective action.

All SESC measures are required to be designed and constructed in accordance with the latest Standards and Specifications of the *Connecticut Guidelines for Soil Erosion and Sediment Control*.

**Note: Because the project is between 1 and 5 acres (“small construction”), the applicant is not required to obtain a General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction from CT DEEP as long as the applicant has adhered to the erosion and sediment control regulations of the municipality in which the construction activity, in this case, the City of New Haven.**

**Sec. 60 Stormwater Management Plan: SUBMISSION MEETS REQUIREMENTS**

**REQUIRED DOCUMENTATION**

- Soil characteristics of site;
- Location of closest surface water bodies and depth to groundwater;
- DEEP ground and surface water classification of water bodies;
- Identification of water bodies that do not meet DEEP water quality standards;
- Proposed operations and maintenance manual and schedule;
- Location and description of all proposed BMPs;

- Calculations for stormwater runoff rates, suspended solids removal rates, and soil infiltration rates;
- Hydrologic study of pre-development conditions commensurate with conditions.

#### STANDARDS

- Direct channeling of untreated surface water runoff into adjacent ground and surface waters shall be prohibited;
- No net increase in the peak rate or total volume of stormwater runoff from the site, to the maximum extent possible, shall result from the proposed activity;
- Design and planning for the site development shall provide for minimal disturbance of pre-development natural hydrologic conditions, and shall reproduce such conditions after completion of the proposed activity, to the maximum extent feasible;
- Pollutants shall be controlled at their source to the maximum extent feasible in order to contain and minimize contamination;
- Stormwater management systems shall be designed and maintained to manage site runoff in order to reduce surface and groundwater pollution, prevent flooding, and control peak discharges and provide pollution treatment;
- Stormwater management systems shall be designed to collect, retain, and treat the first inch of rain on-site, so as to trap floating material, oil and litter;
- On-site infiltration and on-site storage of stormwater shall be employed to the maximum extent feasible;
- Post-development runoff rates and volumes shall not exceed pre-development rates and volumes for various storm events. Stormwater runoff rates and volumes shall be controlled by infiltration and on-site detention systems designed by a professional engineer licensed in the state of Connecticut except where detaining such flow will affect upstream flow rates under various storm conditions;
- Stormwater treatment systems shall be employed where necessary to ensure that the average annual loadings of total suspended solids (TSS) following the completion of the proposed activity at the site are no greater than such loadings prior to the proposed activity. Alternately, stormwater treatment systems shall remove 80 percent TSS from the site on an average annual basis; and
- Use of available BMPs to minimize or mitigate the volume, rate, and impact of stormwater to ground or surface waters.

#### **Sec. 60.1 Exterior Lighting: SUBMISSION MEETS REQUIREMENTS**

##### REQUIRED SUBMISSION

- Lighting Plan with location of all fixtures, type of fixture and mounting height of lights;
- Manufacturer specifications or cut-sheet for each fixture;
- Photometrics.

##### STANDARDS

- In general, all exterior light sources must be directed downward. The lighting must also be, as much as physically possible, contained within the target area;
- Parking Lot and Security Lighting.* All outdoor light fixtures within a parking lot, vehicular circulation area, or pedestrian area must be of a Full Cutoff or Fully-Shielded type;
- Architectural Lighting.* Lighting for building facades and Indirectly Illuminated Signs is permitted subject to the following: (a) Uplighting does not exceed 900 lumens & (b) Upward aimed light is Fully-Shielded and fully-confined from projecting into the sky, eaves, roofs, or overhangs. The light must be fully confined within the vertical surface of the wall being illuminated;

*Unshielded Lighting.* Floodlighting is discouraged, and if used, must be shown that the type of fixture proposed is not objectionable because it (a) prevents Glare for drivers and pedestrians and light above a horizontal plane, and (b) mitigates light trespass beyond the property line. Unshielded, motion activated lighting will not be triggered off the property on which the fixture is located and must go off within five minutes of activation. Unshielded lighting creating Glare or Light Trespass is required to be re-aimed and/or fitted with a shield device to block the Glare;

*Lighting Curfew.* On all parking fields, including surface lots, parking decks and top levels of parking garages which contain a minimum of four light poles, the lighting must be reduced by at least 50 percent of full operational levels within 30 minutes after the close of business. Because certain minimum lighting levels are recommended for safety and security, parking field lighting does not need to be reduced to less than an average .2 footcandles as measured horizontally at the surface on which the light pole is mounted in accordance with Illuminating Engineer Society (IES) Standards; and

*Height.* Exterior Lighting must not exceed 20 feet in height from the point on the ground directly below the fixture to the highest point on the fixture. Lighting mounted higher than 20 feet may be permitted through the site plan review process, either by Staff or the Commission, as applicable, depending on the site conditions;

*Maximum Light Levels at the Property Line.*

*a. The maximum light level at any point on the property line cannot exceed: .1 footcandles within or adjacent to a property with a residential use or .2 footcandles when adjacent to properties with other uses. Where the adjacent property is a residential use or mixed-use and the first floor is not residential, the maximum light levels at the property line cannot exceed .2 footcandles;*

*b. Color. Because blue light brightens the night sky more than any other color of light, lighting must have a color temperature of no more than 3000 Kelvins. Exterior Lighting that has warmer light spectrums are preferred;*

*c. The Staff or the Commission, as applicable, may determine that certain light fixtures are exempt from these requirements of this Section because they do not adversely affect an adjacent property owner or the night sky or because they are necessary for the functioning of the use.*

**Sec. 60.2 Reflective Heat Impact: SUBMISSION MEETS REQUIREMENTS STANDARDS**

50% of all on-site non-roof hardscape or paved areas will be either:

shaded AND/OR

constructed of a material with a solar reflectance index of at least 29.

TOTAL SF of non-roof hardscape:

22,717 SF

50% of non-roof hardscape:

11,358 SF

<b>Shaded (average)</b>	<b>0 SF</b>
<b>SRI &gt; 29</b>	<b>11,867 SF</b>
Concrete (38 SRI)	7,002 SF
Pavers (>29 SRI)	588 SF
Solar Reflective Pavement Coating	4,277 SF
<b>TOTAL PROPOSED SHADED/HIGH SRI AREA</b>	<b>11,867 SF</b>

<b>% SHADED/HIGH SRI PROPOSED</b>	<b>52.2%</b>
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**Sec. 50. Inclusionary Zoning: EXEMPT PER NHZO SECTION 50(c)2(c)-Subject to a restricted housing agreement.** Note: The project is in the Strong Market area which would require 2.75 units to be affordable at 50% AMI or below. The project exceeds this by providing 44 affordable units consistent with the requirements of the Low-Income Housing Tax Credit program.

**Project Timetable:**

Project is expected to commence in the April of 2025 and be completed by June of 2026.

**PLANNING CONSIDERATIONS**

This project is the first major development (and second overall development) proposed since the Whalley Avenue Commercial Gateway District (CDG) overlay was passed in January 2020. The Commission recently approved a smaller development at 8 Whalley Avenue. Planning Staff see the project as being well-aligned with the goals of the CGD based on the density of residential units, active commercial first-floor, quality resident amenity and open space, and affordability component. This project will consist of 49 units, with a mix of market rate and affordable units consistent with the requirements of the Low-Income Housing Tax Credit program. Per NHZO Section 41, “The purpose of the Commercial Gateway District is to encourage the development of a complementary mixture of appropriately intensive commercial and higher-density residential land uses that serve as strong gateways to Downtown. CGDs are intended to be pedestrian-friendly, livable, urban neighborhoods that link to Downtown and provide a transition to surrounding lower-density residential uses.”

**SITE PLAN REVIEW**

Plans have been reviewed by the Site Plan Review team with representatives from the Departments of City Plan, City Engineer, Building, Disabilities Services and Transportation, Traffic and Parking and have been found to meet the requirements of City ordinances, regulations, and standard details.

**SITE PLAN ACTION**

The City Plan Commission approves the submitted Site Plans subject to conditions on Pages 1 and 2.

**ADOPTED:** September 18, 2024  
 Leslie Radcliffe  
 Chair

**ATTEST:** *Laura E. Brown* September 20, 2024 | 2:36 PM EDT  
E71FA1E41A27483...  
 Laura E Brown  
 Executive Director, City Plan Department

EXHIBIT D

Sources and Uses Statement





Exhibit 6.5 - SOURCES OF FUNDS



Version 2024  
Submission Date:  
January 1, 2024

DEVELOPMENT NAME		0			APPLICANT		0						
		Construction Sources	Permanent Sources	Construction Paydown									
<b>TAX CREDIT EQUITY, CAPITAL, GRANTS, Etc.</b>													
	DOH Grant Funding	6,000,000	6,000,000	0									
	CDBG Grant Funds: [Specify]			0									
	Other Public Funds: MTW	0	831,231	831,231									
	4 % LIHTC Net Proceeds	5,359,723	11,470,863	6,111,140									
	Federal Historic Tax Credit Net Proceeds			0									
	State Historic Tax Credit Net Proceeds			0									
	CT Housing Tax Credit Contribution (HTCC) Proceeds			0									
	Developer / Investor Cash Equity			0									
	Homeownership Sales Proceeds			0									
	Energy Rebates*			0									
	Existing Property Reserves			0									
	Other FHLB	650,000	650,000	0									
	Other EPA	500,000	500,000	0									
	<b>Sub-Total</b>	<b>\$12,509,723</b>	<b>\$19,452,094</b>	<b>\$6,942,371</b>									
Loan Priority		Construction Sources	Permanent Sources	Construction Paydown	Const. Interest Rate	Perm. Loan Amort. [Yrs.]	Perm. Interest Rate	Fully Amortizing [Y] or [N]	Deferred Payment [Y] or [N]	Scheduled Debt Service	Initial Debt Service Coverage	Financing Notes	
	<b>FINANCING [Sources w/ Notes and Mortgages]</b>												
	CHFA Loan Taxable Bonds	13,624,885	6,300,000	-7,324,885	7.110%	40	5.960%	Y	N/A	\$413,855	#DIV/0!	<a href="http://www.chfa.org">www.chfa.org</a>	
	CHFA Loan - Non-Bond Proceeds	0	0	0	7.500%	20	7.000%	Y	N/A	\$0	N/A		
	DOH Loan Funding	815,600	3,800,000	2,984,400	0.000%	40	1.000%	N	Y	\$0	N/A		
	CDBG Loan Funds: [Specify]			0	0.000%	40	1.000%	N	Y	\$0	N/A		
	Other Public Funds: Seller Notes	375,000	375,000	0	0.000%	40	1.000%	N	Y	\$0	N/A		
	Deferred Developer Fee		450,000	450,000				N		\$0	N/A		
	Other Amortizing Debt [Specify]	200,000	200,000	0	7.500%	20	7.000%			\$18,607	N/A		
	Other Amortizing Debt Commercial Loan		0	0						\$0	N/A		
	Existing Debt			0						\$0	N/A		
	GP Loan			0						\$0	N/A		
	<b>Sub-Total</b>	<b>\$15,015,485</b>	<b>\$11,125,000</b>	<b>-\$3,890,485</b>	<b>Total Scheduled Debt Service</b>					<b>\$432,463</b>			
	<b>TOTAL Sources</b>	<b>\$27,525,208</b>	<b>\$30,577,094</b>	<b>\$3,051,886</b>									
	<b>Total Commercial Cost (Dev. Budget)</b>	<b>\$947,326</b>	<b>\$947,326</b>										
	<b>Total Development Budget</b>	<b>\$27,525,208</b>	<b>\$30,577,094</b>										
	<b>Sources LESS Uses</b>	<b>\$0</b>	<b>\$0</b>										

<b>MAX Deferred Developer Fee</b>	<b>Developer Fee Per Budget</b>	<b>% of Total Developer Fee Deferred</b>
<b>\$1,447,927</b>	<b>\$2,981,393</b>	<b>49%</b>

**GRANTS:** 3rd party sources for which no repayment is expected or required from other sources. **Soft Debt:** 3rd party sources secured by a mortgage and which may require partial or full repayment (with or without interest) are considered financing and should be scheduled under the FINANCING section above.

Intra-Entity ( LP, LLC, etc.) loans to be repaid from approved Owner's Distributions are considered Developer / Investor Cash Equity.

Deferred/Pledged Developer Fees ("DDF") are considered financing contributions. For transactions utilizing federal Low-Income Housing Tax Credits, the amount of the DDF will be limited to the amount that may be fully recovered by the mortgagor, without interest, from CHFA-approved annual distributions during the first fifteen (15) years of operations. CHFA, at its sole discretion, may approve a DDF for less than the permitted maximum.

For construction / interim sources **not** fully converting to permanent sources, provide information on proposed permanent "paydown" source(s) including estimated paydown amount(s) and specific paydown terms and conditions as may be applicable.

If the Permanent Interest Rate will vary throughout the repayment period, please contact CHFA and/or DOH with specific details to have forms revised

\*If there are questions on the Letter of Participation requirements, please contact the appropriate staff at Eversource or United Illuminating, per their respective websites.

EXHIBIT E

Development Schedule

**EXHIBIT E**  
**REDEVELOPMENT SCHEDULE**

[TO BE PROVIDED]

**Schedule:**

	<b>Anticipated Completion Date</b>
100% Drawings	12/31/2024
Closing & Transfer of Property	5/1/2025
Construction Start	5/19/2025
Completion of Construction	8/17/2026
Lease-up	9/28/2026
Sustaining Occupancy	11/15/2026
Proforma Stabilized Year	2027
LIHTC Placed-In-Service Date	9/7/2026

EXHIBIT F

CONH 12 1/2

CONH 12 1/4

HANH SECTION 3

WBE/MBE

EXHIBIT F

SECTION 3/CEO/SCD/BABA

City of New Haven Code of Ordinance Section 12 ½ - Workforce Requirements:

In carrying out the construction of the Project, the Developer shall comply with, or require that its general contractor for the Project comply with, all applicable City workforce requirements now and hereafter existing, including, without limitation, all Equal Employment Opportunity requirements and, during the construction of the Project, the Developer agrees that it shall:

(A) Comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act and Chapter 12 1/2, the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all such applicable standards and regulations are incorporated herein by reference, including 24 CFR Part 135, Davis Bacon Act & Related Acts (40 USC §276a; 29 CFR 1, 3, 5, 6 and 7), Copeland Act (18 USC §874 and 40 USC §276c; 29 CFR 3), 40 U.S.C. Section 327 et seq 29 CFR5, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Equal Pay Act. Under Title VII (N-915.040), Immigration and Reform and Control Act of 1986 (IRCA) (8 USC 1101 as amended) Immigration and Nationality Act, Section 274A, FLSA's recordkeeping Regulations, 29 CFR Part 516. State of Conn. General Statutes Section 31-53, State of Conn. P.A.97-263, Sec. 31-51d-5. Standards of apprenticeship.

(B) Comply with applicable law prohibiting discrimination against any employee or applicant for employment because of race, color, religion, gender, age, sexual orientation, gender identity or expression, marital status, physical disability, or national origin. The Developer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, gender identity or expression, marital status, physical disability or national origin, and such action shall include, but not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship.

(C) Post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(D) State, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, sexual orientation, gender identity or expression, marital status, physical disability or national origin, and utilize the City-sponsored workforce program (Construction Workforce Initiative 2) as a source of recruitment, and to notify the City of New Haven Commission on Equal Opportunities (the "Commission") of all job vacancies.

(E) Work with the Commission in complying with Section 12 ½ of the City of New Haven's Code of Ordinances and in particular (without limitation):

(i) The Developer acknowledges that under Section 12 ½-26, all prime contractors, subcontractors, and tiers must attend a pre-award conference scheduled by the Developer and conducted by the Commission; and that during each such pre-award conference, meeting minutes are kept being signed by each such party; and

(ii) The Developer shall deliver to the Commission notice of all contracts to be bid, together with the opportunity to review the same and opportunity to attend all prebid conferences or other such meetings concerning the same as may take place;

(iii) The minimum wage paid on the following projects shall correspond to the funding sources requirements that may include the State of Connecticut prevailing wages, or if applicable, the City of New Haven Living Wage. The higher wage prevails if Living Wage is required or if Davis Bacon Wages are required by funding sources, the prevailing wages promulgated in accordance with the Federal Davis Bacon Act. The applicable prevailing wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work, and weekly payroll reports shall be submitted

(iv) The Developer shall furnish all information and reports required by the City pursuant to Section 12-1/2-19 through section 12-1/2-32 of the City's Code of General Ordinances and to permit access to the Developer's books, records, and accounts by the contracting agency the City, and the Commissioner of Labor of the State of Connecticut for purposes of investigations to ascertain compliance with the program and file, along with its construction subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the City and to file compliance reports at such times as directed which shall contain information as to the employment practices, policies, programs, and statistics of the Developer and its subcontractors, if any; and

(v) The Developer shall comply, as a United States employer, with the Immigration and Naturalization Service (INS)'s I-9 verification process, which requires employers to confirm the employment eligibility of workers. The Developer acknowledges that an employer can be fined or otherwise sanctioned for knowingly hiring an undocumented worker; that the I-9 forms also provide employers with a "good faith" defense if they hire someone who later turns out to be working illegally in the United States; and that the Commission will monitor and report of any alleged violations of the I-9 verification process to the proper authorities.

(F) Acknowledge that a finding, as hereinafter provided, of a refusal by the Developer, or subcontractor, to comply with any portion of this program as herein stated and described may result in the refusal of all future bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time as the Developer, or subcontractor, complies with the provisions of this Agreement.

(G) Include the provisions of subparagraphs (A) through (E) in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor.

(H) Take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of this Section, including penalties and sanctions for noncompliance and fines and penalties related to the rules of practice enforced by the City Commission on Equal Opportunities whichever is applicable, provided however that, in the event the Developer becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's Equal Employment Opportunity program.

(I) (Contractors/Subcontractors must comply with the hiring of the following workforce requirements twenty-five percent (25%) of hours to be worked by minorities as defined in Ordinance Section 12-1/2-19(n); six and nine-tenths percent (6.9%) of hours to be worked by females; twenty-five percent (30%) of hours to be worked by Section 3 residents of the City. Section 3 workers must perform 25 % of all labor hours. Targeted Section 3 workers must perform 5% of all Labor hours. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as amended (12 U.S.C. 1701u), is to ensure that employment and other economic opportunities generated by certain Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed towards low-and very low-income persons, particularly those who are recipients of government assistance for housing and consistent with existing Federal, State, and local laws and regulations

## SECTION 3 FINAL RULE, 24 CFR 75.5

### Defining a Section 3 Worker

A Section 3 worker is any worker who currently fits, or when hired within the past five years fits, at least one of the following categories, as documented:

- o A low or very low-income worker
- o Employed by a Section 3 Business concern
- o A Youth Build participant

### Targeted Section 3 Worker is:

- o Employed by a Section 3 business concern
- o Currently fits or, when hired fits at least one of the following categories as documented within the past five years:
  - o Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
- o A Youth Build participant

### What is Labor Hour?

- o Hours worked by all workers employed with public housing financial assistance in a (PHA) fiscal year.
- o Hours worked by all workers employed on a Section 3 Project (HCD)

### Benchmarks

- o 25% or more of all labor hours must be worked by Section 3 Workers
- o 5% or more of all labor hours must be worked by Targeted Section 3 Workers

### \*Section 3 Does not apply:

- Material Supply Contractors
- Indian and Tribal Preference

### Certification: Section 3 Business Concern

To qualify as a Section 3 Business, one of the following must be documented (within the last six-month period):

- 51% or more owned and controlled by low or very-low-income persons
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers

51% or more owned and controlled by current residents of public housing or Section 8 assisted housing

For more information, visit: [www.hud.gov/section3](http://www.hud.gov/section3)

Small Contractor Development (SCD) City of New Haven Code of Ordinances Chapter 12 1/4 - 9.

### MBE/WBE REQUIREMENTS

A) To comply with the provisions of City of New Haven code of Ordinances Chapter 12 1/4 -9. which requires that all construction contractors shall aggressively make every effort to obtain MBE/WBE subcontracting participation to achieve the twenty- five (25%) MBE/ WBE goal of the total contract value. In the case where a potential prime contractor is an MBE contractor, the potential contractor shall make every effort to obtain WBE/MBE subcontracting participation to achieve the utilization goals. In the case where a potential prime contractor is a WBE contractor, the potential contractor shall make every effort to obtain MBE/WBE subcontracting participation to achieve the utilization goals.

The Developer acknowledges that for the purposes of this agreement and the goals of the City of New Haven the definition of MBE is that of a company having a DAS/ DOT certification as an African American or Hispanic contractor. The definition of WBE is that of a company having a DAS / DOT certification as a women owned business.

The failure to achieve the twenty-five (25%) percent MBE / WBE goal will require documentation of good faith efforts to achieve the utilization goal; and that good faith efforts will be evaluated, verified, and recognized by the Small Construction Development ( SCD) office if a contractor has accomplished at least five (5) of the following: (1)The submittal of scope specific subcontracting opportunities with the SCD office for distribution; (2)Demonstrate to the SCD office whether the contractor provided relevant plans, specifications or terms and conditions to certified minority- and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor; (3)Verification of quotes received from subcontractors that were denied because of cost, quality, availability; (4) The contractor identified economically feasible units of the



project that could be contracted or subcontracted to certified minority- and women-owned business enterprises in order to increase the likelihood of participation by such enterprises on the contract; (5) Conducting a networking event with owner, construction manager, and prime contractors; (6) Holding individual trade meetings with construction manager, prime contractors and sub-contractors; (7) Other efforts as determined in advance by the small contractor development office; (8) The contractor followed-up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity; (9) The contractor negotiated in good faith with certified minority- and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any certified minority- or women-owned business enterprise.

"Good faith" negotiating means engaging in good faith discussions with certified minority- or women-owned business enterprises about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women-owned businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents.

(B) In order to achieve the MBE and WBE subcontracting utilization goals, the MBEs and WBEs must self-perform thirty (30) percent of his or her construction (or construction-related) contract and not merely act as a passive conduit.

(C ) Submit monthly utilization reports to the SCD office.

(D ) Comply with the Developer's obligation for increasing the utilization of minority contractors, by working in conjunction with the Small Contractor Development to implement mentoring partnerships providing management, technical, and developmental training skills through sub-contracting opportunities

#### Build America, Buy America (BABA) Act Construction

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the ("Owner/Developer") and the City of New Haven (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

[INSERT ADDITIONAL FORMS]



Karen DuBois-Walton, Ph.D., President  
Housing Authority of the City of New Haven  
360 Orange Street, New Haven, CT 06511  
Phone: 203.498.8800 Fax 203.497.9033

**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: \_\_\_\_\_

SECTION3/MBE/WBE/DBE LIAISON: \_\_\_\_\_

CONTRACT AMOUNT \$ \_\_\_\_\_

SECTION 3 TOTAL \$ \_\_\_\_\_

MBE TOTAL \$ \_\_\_\_\_

WBE TOTAL \$ \_\_\_\_\_



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**Housing Authority of the City of New Haven**  
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## **SCHEDULE A – SECTION 3/WBE/MBE SUBCONTRACT AND WORKFORCE/NEW HIRE UTILIZATION PLAN**

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

### **Subcontracting Opportunities:**

- A.** 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 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 MBE Business Concerns.
- C.** 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:



Karen DuBois-Walton, Ph.D., President  
Housing Authority of the City of New Haven  
360 Orange Street, New Haven, CT 06511  
Phone: 203.498.8800 Fax 203.497.9033

**SECTION 3/MBE/WBE UTILIZATION PLAN**

**Direct Participation:**

**A. COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**SECTION 3 DOLLARS:** \_\_\_\_\_

**MBE DOLLARS:** \_\_\_\_\_

**WBE DOLLARS:** \_\_\_\_\_

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:** \_\_\_\_\_

**Anticipated Timeframe for performance:** \_\_\_\_\_

(At what percentage of project is work to be performed by this subcontractor?)

**B. COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**SECTION 3 DOLLARS:** \_\_\_\_\_



Karen DuBois-Walton, Ph.D., President  
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MBE DOLLARS: \_\_\_\_\_

WBE DOLLARS: \_\_\_\_\_

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Timeframe for performance: \_\_\_\_\_

(At what percentage of project is work to be performed by this subcontractor?)

C. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SECTION 3 DOLLARS: \_\_\_\_\_

MBE DOLLARS: \_\_\_\_\_

WBE DOLLARS: \_\_\_\_\_

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Timeframe for performance: \_\_\_\_\_

(At what percentage of project is work to be performed by this subcontractor?)

**\*Note: The aforementioned list of Subcontractors can only be changed with the written consent of the Housing Authority's President/Contract Officer.**



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**Housing Authority of the City of New Haven**  
**360 Orange Street, New Haven, CT 06511**  
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**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 percent of the aggregate numbers of new hires are Section 3 Residents.
- B.** Contractors will seek to satisfy the numerical goal that 20 percent 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 (New Hires)		
	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 (New Hires)		
	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #



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**Housing Authority of the City of New Haven**  
 360 Orange Street, New Haven, CT 06511  
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**Unskilled Labor**

CLASSIFICATION	CURRENT UNSKILLED LABOR			MAXIMUM PROJECTED UNSKILLED LABOR (New Hires)		
	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)*

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 (New Hires)		
	TOTAL #	Minorities #	Women #	TOTAL #	Minorities #	Women #





**Karen DuBois-Walton, Ph.D., President**  
**Housing Authority of the City of New Haven**  
 360 Orange Street, New Haven, CT 06511  
 Phone: 203.498.8800 Fax 203.497.9033

**Skilled Workers**

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

**Unskilled Labor**

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

*(Attach additional sheets, if necessary)*

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 Business Development to develop lists of interested minorities and women.
- The Authority’s existing employment readiness program and job placement assistance program.
- Other: Specify \_\_\_\_\_.



**Karen DuBois-Walton, Ph.D., President**  
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**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 based on 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.



**Karen DuBois-Walton, Ph.D., President**  
**Housing Authority of the City of New Haven**  
**360 Orange Street, New Haven, CT 06511**  
**Phone: 203.498.8800 Fax 203.497.9033**

**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 percent 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 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 MBE/WBE 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 MBE/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.



Karen DuBois-Walton, Ph.D., President  
Housing Authority of the City of New Haven  
360 Orange Street, New Haven, CT 06511  
Phone: 203.498.8800 Fax 203.497.9033

**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 including but not limited to joint ventures, subcontracts supplier agreements, purchase orders referencing the Bid Documents Specification, RFP, or Purchase Order Number shall be forwarded to The Housing Authority of the City of New Haven, Director of Procurement, Procurement Department, 360 Orange Street – 2<sup>nd</sup> Floor, New Haven, Connecticut 06511, Attn: LaVonta Bryant.

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 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: \_\_\_\_\_



Karen DuBois-Walton, Ph.D., President  
Housing Authority of the City of New  
Haven 360 Orange Street, New Haven,  
CT 06511 Phone: 203.498.8800 Fax  
203.497.9033

**Schedule B**

**Letter of Intent from Section 3/MBE/WBE/DBE Subcontractors, Suppliers, Consultants**

TO: ELM CITY COMMUNITIES – HOUSING AUTHORITY OF NEW HAVEN (HANH)  
SPECIAL PROJECT 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:



**Karen DuBois-Walton, Ph.D., President**  
**Housing Authority of the City of New Haven**  
**360 Orange Street, New Haven, CT 06511**  
**Phone: 203.498.8800 Fax 203.497.9033**

**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, any work to be subcontracted by the Section 3/MBE/WBE firm must be listed below for each company they are subcontracting to, percentage of work to be performed, dollar amount, and type of work being performed.

---

---

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

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---

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

Terms of Contract: \_\_\_\_\_

At what percentage of the project is your task? \_\_\_\_\_



**Karen DuBois-Walton, Ph.D., President  
Housing Authority of the City of New  
Haven 360 Orange Street, New Haven,  
CT 06511 Phone: 203.498.8800 Fax  
203.497.9033**

**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 – 2<sup>nd</sup> 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: \_\_\_\_\_



Karen DuBois-Walton, Ph.D., President  
Housing Authority of the City of New Haven 360  
Orange Street, New Haven, CT 06511 Phone:  
203.498.8800 Fax 203.497.9033

**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/WBEBDE Utilization Policy**.

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Authorized Principal or Agent Signature

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Director of Procurement

\_\_\_\_\_  
Date





**Karen DuBois-Walton, Ph.D., President**  
**Housing Authority of the City of New Haven**  
**360 Orange Street, New Haven, CT 06511**  
**Phone: 203.498.8800 Fax 203.497.9033**

**"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 2020 MFI: \$91,200**

-----HUD Income Limits-----

	<i>1 Person</i>	<i>2 Person</i>	<i>3 Person</i>	<i>4 Person</i>	<i>5 Person</i>	<i>6 Person</i>	<i>7 Person</i>	<i>8 Person</i>
<i>Extremely Low (30%) Income Limits</i>	\$21,00	\$24,650	\$27,750	\$30,800	\$33,300	\$35,750	\$39,640	\$44,120
<i>Very Low (50%) Income Limits</i>	\$35,950	\$41,050	\$46,200	\$51,300	\$55,450	\$59,550	63,650	\$67,750
<i>Low (80%) Income Limits</i>	\$54,950	\$62,800	\$70,650	\$78,500	\$84,800	\$91,100	\$97,350	\$103,650

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 HANHs Section 3 procedures, firms are required to report the number of employees hired in connection with a Section 3 Project.



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**Phone: 203.498.8800 Fax 203.497.9033**

### **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 2020 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.



**Karen DuBois-Walton, Ph.D., President**  
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**Section 3 New Hire Report Section**

**Section A**

1. A Project Name - Site Address and Contract Number:

---

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

---

3. Firm Completing this Form – HANH’s Program and Address:

---

4. HANH’s Contact Person – City/State, Zip, Contract Description, and Contract Amount:

---

5. Person Completing this Form – Telephone Number, Fax Number and Email Address:

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6. Contractor’s Name:

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**Karen DuBois-Walton, Ph.D., President**  
**Housing Authority of the City of New Haven**  
**360 Orange Street, New Haven, CT 06511 Phone:**  
**203.498.8800 Fax 203.497.9033**

**Section B**

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



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Job Category Code			Racial Ethnic Codes:		
Professionals (P)	Sale (S)	Labor (L)	White American (1)	Hispanic American (4)	Other (7)
Technicians (T)	Tradesperson (T)	Other (OT)	Black American (2)	Asian/Pacific American (5)	
Office or Clerical (OC)	Service Workers (SW)		Native American (3)	Hasidic Jew (6)	

**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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**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 African American Employees		Total Hispanic Employees		Total Asian/Pacific 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
Foreman/Supervisor														
Asbestos Worker Journeyman														
Asbestos Worker Apprentice														
Boilermaker Journeyman														
Boilermaker Apprentice														
Bricklayer Journeyman														
Bricklayer Apprentice														
Carpenter Journeyman														
Carpenter Apprentice														
Cement Mason Journeyman														
Cement Mason Apprentice														
Electrician Journeyman														
Electrician Apprentice														
Elevator Constructor Journeyman														
Elevator Constructor Apprentice														
Glazier Journeyman														
Glazier Apprentice														
Iron Worker Journeyman														



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	M	F	M	F	M	F	M	F	M	F	M	F	M	F
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														
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 G

Minimum Performance Levels



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

#### QUANTATIVE 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.