CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter				
X	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)				
X	Prior Notification Form				
X	Fiscal Impact Statement - Should in	clude comprehensive budget			
X	Supporting Documentation (if appli				
	E-mailed Cover letter & Order	ouele)			
	ı				
	IN ADDITION [IF A GR	ANT]:			
N/A	7				
N/A	Grant Summary				
N/A	Executive Summary (not longer that	n 5 pages without an explanation)			
Date St	ubmitted:	MAY 17, 2024			
Meetin	ng Submitted For:	JUNE 3, 2024			
Regula	r or Suspension Agenda:	Regular			
Submit	tted By:	ARLEVIA T. SAMUEL, EXECUTIVE DIRECTOR			
Title of Legislation:					
		RS OF THE CITY OF NEW HAVEN			
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Call (203) 946-7670 or email bmontalvo@newhavenct.gov with any questions. **PLEASE NOTE CLEARLY IF UC (UNANIMOUS CONSENT) IS REQUESTED**



Arlevia T. Samuel Executive Director

CITY OF NEW HAVEN

Justin Elicker, Mayor

LIVABLE CITY INITIATIVE

165 Church Street, 3rd Floor New Haven, CT 06510 Phone: (203) 946-7090 Fax: (203) 946-4899



May 15, 2024

Honorable Tyisha Walker President - Board of Aldermen City of New Haven 165 Church Street New Haven, CT 06510

Re: ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE CITY OF NEW HAVEN TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND WESTVILLE MANOR RAD I LLC AND WESTVILLE MANOR RAD II LLC, WITH RESPECT TO THE REDEVELOPMENT OF WESTVILLE MANOR (INCLUDING A TAX ABATEMENT PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF ORDINANCES); AND

DESIGNATING 1 & 41 WAYFARER STREET, WESTVILLE MANOR PUBLIC HOUSING SITE TO BE DEVELOPMENT PROPERTY WITHIN THE MEANING OF THE CONNECTICUT CITY AND TOWN DEVELOPMENT ACT, C.G.S § 7-480 ET SEQ., AND ELIGIBLE FOR TAX EXEMPTION PURSUANT TO C.G.S §7-498; AND

PROVIDING A TAX ABATEMENT PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF ORDINANCES

Dear Honorable Tyisha Walker:

The Housing Authority of the City of New Haven and Glendower Group, Inc. have begun to implement plans to redevelop Westville Manor located in the City of New Haven, Connecticut. Glendower Group Inc. ("Developer"), Westville Manor RAD I LLC, and Westville Manor RAD II LLC, respectively have been selected to carry out the developments which involves the ownership, operation, management, construction, and maintenance thereof.

In conjunction with these projects, we respectfully request your honorable Board's favorable action on the attached Order and Cooperation Agreement(s) to enable the Housing Authority of the City of New Haven to move forward with this project.

Thank you for your consideration of this matter. If you have any questions, please feel free to contact me at 946-6437.

Respectfully submitted

-Aftevฅ্থাওলuel Executive Director ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE CITY OF NEW HAVEN TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND WESTVILLE MANOR RAD I LLC AND WESTVILLE MANOR RAD II LLC, WITH RESPECT TO THE REDEVELOPMENT OF WESTVILLE MANOR (INCLUDING A TAX ABATEMENT PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF ORDINANCES)

WHEREAS, the Housing Authority of the City of New Haven ("HANH"), Glendower Group Inc. ("Developer"), Westville Manor RAD I LLC, and Westville Manor RAD II LLC (collectively the "Owners") have begun to implement plans to redevelop Westville Manor located in the City of New Haven, Connecticut using funds received from the United States Department of Housing and Urban Development, together with other funding sources;

WHEREAS, pursuant to the revitalization effort, the Developer has been selected to carry out a certain redevelopment, at that location known as Westville Manor public housing situated in the City of New Haven (the "Project"). The Project involves the ownership, operation, management, construction, and maintenance of development property; and

WHEREAS, Section 28-4 of the City of New Haven Code of Ordinances provides that the Mayor may, with the approval of the board of aldermen, enter into contracts for the city with owners of low and moderate income housing, granting abatement, in whole or in part, of the taxes on the real estate used for such low and moderate income housing, or which provides for a payment or payments in lieu of taxes, or both, provided that any such agreement does not remain in effect for a period greater than thirty nine (39) years (a "Tax Agreement"); and

WHEREAS, the Developer has submitted a proposed Cooperation Agreement between the City of New Haven, HANH, Owners and the Developer pursuant to which the Developer agrees to undertake and complete the Project and the City of New Haven agrees to perform certain functions to facilitate the Project (the "Cooperation Agreement"); and

WHEREAS, the proposed Cooperation Agreement includes provisions for a Tax Agreement pursuant to NEW HAVEN CODE ORD. §28-4; and

WHEREAS, the City of New Haven, HANH, Owners and the Developer propose to execute the Cooperation Agreement, a copy of which is attached hereto, in substantially final form, and incorporated herein by reference; and

NOW THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to execute the Cooperation Agreement, or a Cooperation Agreement substantially similar thereto, containing the Tax Agreements on behalf of the City of New Haven, and the City-Town Clerk of the City of New Haven be and hereby is authorized and directed to impress and attest the official seal of the City of New Haven upon said Cooperation Agreement(s);

FURTHER, the Mayor is authorized and empowered to execute, acknowledge and deliver any and all ancillary documents as may be necessary or expedient, from time to time, to implement and effect the intent and purposes set forth in the Cooperation Agreement(s) and this Order.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

ТО	(list appli	cable alders of):	<u> </u>	IONDA SMITI	Ŧ	
			WARD#	30		
DA	TE:	April 1, 2024				
FRO	OM:	Department/Office Person	Livable City Cathy Schr	·	Telephone	203/946-8274
		orm you that the followers in the near future:	wing matter	affecting your ward	d(s) will be su	bmitted to the
AU AG AN WE OF	THORIZ REEME D GLEN CSTVILL WESTV	THE BOARD OF A ZING THE CITY OF NT WITH THE HOU DOWER GROUP, II E MANOR RAD II I ILLE MANOR (INC 28-4 OF THE NEW	NEW HAVUSING AUTONC. AND WILLC, WITH	VEN TO ENTER IF THORITY OF THE VESTVILLE MAN IF RESPECT TO THE TAX ABATEME	INTO A COC IE CITY OF NOR RAD I I THE REDEV ENT PURSU	DPERATION NEW HAVEN LLC AND ELOPMENT
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	Republic	an				
	Unaffilia	ted/Independent/Other	r			
		INSTRU	UCTIONS T	TO DEPARTMEN	NTS	
1.	Departmen	nts are responsible for send	ling this form t	to the alder(s) affected	by the item.	
2.		must be sent (or delivered the Board of Alders agend		e alder(s) <u>before</u> it is su	ıbmitted to the L	Legislative Services
3.	The date e	ntry must be completed wi	ith the date this	s form was sent the alde	er(s).	
4.	Copies to:	alder(s); sponsoring depar	tment; attached	d to submission to Boa	rd of Alders.	

Revised 2/18/2022

FISCAL IMPACT STATEMENT

DATE: May 17, 2024

FROM (Dept.): LIVABLE CITY INITIATIVE

CONTACT: Cathy Schroeter (ccarbona@newhavenct.gov PHONE (203) 946-8274

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE CITY OF NEW HAVEN TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND WESTVILLE MANOR RAD I LLC AND WESTVILLE MANOR RAD II LLC, WITH RESPECT TO THE REDEVELOPMENT OF WESTVILLE MANOR (INCLUDING A TAX ABATEMENT PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF ORDINANCES)

List Cost:

Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

				CAPITAL/LINE ITEM/DEPT/ACT/OBJ
	GENERAL	SPECIAL	BOND	CODE
A. Personnel	\$0	\$0	\$0	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$0	
3. Annual	\$0	\$0	\$0	
B. Non-personnel	\$0	\$0	\$	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$1,000,000 \$3,000,000	FY22/3C222255-58101 FY26/CP*
3. Annual	\$0	\$0	\$0	-, -

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO YES X

1. One-time \$

2. Annual \$ 39,150

Other Comments: The annual payment of TAX - 87 X 450.00 = \$39,150 with a 3% per annum increase over 39 years

^{*}amount may be off set with other funding secured for development

CITY COOPERATION AGREEMENT

BY AND AMONG

CITY OF NEW HAVEN,

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN,

THE GLENDOWER GROUP, INC.,

WESTVILLE MANOR RAD I LLC

AND

WESTVILLE MANOR RAD II, LLC

WITH RESPECT TO

WESTVILLE MANOR DEVELOPMENT 1 AND 41 WAYFARER STREET NEW HAVEN, CONNECTICUT

DATED AS OF ______, ____, 2024

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A-1	The Redevelopment Site	Recital
A-2	Phasing Plan	Recital
A-3	Site Plan	Recital
В	Unit Mix	Recital
C-1 & C-2	Sources and Uses Statement	2.01
D	Development Schedule	5.04
E	Infrastructure Plan	Recital
F	Section 3, EEO, MBE/WBE Requirements	5.07
G-1 & G-2	Infrastructure Budget	2.02 (b)
Н	Minimum Performance Levels	9.04

CITY COOPERATION AGREEMENT

THIS	S CITY CO	OPERATION AC	GREEMENT	(the "agreement")) is made and entered into
this da	ıy of,	2024, and is effe	ctive	, 2024, by	and among the City of
New Haven	, a municipa	l corporation org	anized and ex	isting pursuant to	Connecticut General
Statutes, wit	th a chief ex	ecutive office loc	ated at 165 C	hurch Street, New	v Haven, Connecticut
06510 (the "	'City"), the	Housing Authorit	y of the City	of New Haven, a	public body corporate
and politic of	organized ar	d existing pursua	nt to Chapter	128 of the Conne	ecticut General Statutes,
with a chief	executive o	ffice located at 36	60 Orange Sta	reet, New Haven,	Connecticut 06511
("HANH"),	The Glendo	wer Group, Inc.,	a Connecticu	t non-stock non-p	rofit corporation with a
principal pla	ace of busin	ess located at 360	Orange Stree	et, New Haven, Co	onnecticut 06511
("Developer	"), Westvill	e Manor RAD I I	LLC, a Conne	cticut limited liab	oility company with an
office locate	ed at 360 Or	ange Street, New	Haven, Conr	ecticut 06511 ("I	RAD 1"), and Westville
Manor RAD	II, LLC, a	Connecticut limit	ted liability co	ompany with an o	ffice located at 360
Orange Stre	et, New Ha	ven, Connecticut	06511 ("RAI	O 2").	

WITNESSETH:

WHEREAS, Developer is an instrumentality of HANH, formed to carry out, <u>inter alia</u> certain redevelopment activities of HANH; and

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

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

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

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

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

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

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

WHEREAS, the	e City is authorized to enter into this Cooperation A	Agreement with HANH
the Developer and the O	Owner by virtue of an Order of the Board of Alders	s of the City of New
Haven duly passed on _		ve upon its approval by
the Honorable Justin El	icker, Mayor of the City of New Haven on	, 202_ (Order
No	(the "BOA Order"); and	

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

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

ARTICLE I DEFINITIONS

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

- 1.01 "Affordable Housing" shall mean housing that satisfies the definitions set forth in Sections 1.18 and 1.25 of this Agreement.
- 1.02 "Agreement" shall mean this City Cooperation Agreement, as it may be amended from time to time.
- 1.03 "Authorized Representative" shall mean, (a) for Developer, Shenae Draughn and/or such other persons as may be appointed by Developer from time to time, (b) for the City, the Economic Development Administrator of the City, and/or such other persons as may be appointed by the City from time to time, (c) for HANH, Shenae Draughn, and/or such other persons as may be appointed by HANH from time to time, and d) for the Owner, Shenae Draughn and/or such other persons as may be appointed by the Owner from time to time. The Authorized Representative shall be authorized to act on behalf of the party he or she represents, and the other parties shall be entitled to rely on such authorization.
- 1.04 "Calendar Year" shall mean any annual period commencing on January 1 and ending on the succeeding December 31.
- 1.05 "City" shall mean the City of New Haven, Connecticut, including any departments or agencies thereof.

- 1.06 "City Real Estate Taxes" shall mean the ordinary real property taxes of the City and shall not include special and extraordinary taxes, special district taxes, sewer, water use, utility charges, or betterment assessments.
- 1.07 "City Engineer" shall mean that official appointed to the position pursuant to the City of New Haven Charter or an individual appointed to temporarily act in the position of City Engineer.
 - 1.08 "Construction Period" shall be as defined in Section 3.01(a)(ii).
- 1.09 "Developer" shall have the meaning ascribed to it in the preamble of this Agreement, provided, however, that the Developer shall have the right to assign all or a portion of its rights and obligations hereunder to other Development Entities for the Project in accordance with Section 7.01 of this Agreement, in which event "Developer" shall mean the successor Development Entity.
 - 1.10 "Development Entity" shall have the meaning set forth in Section 7.01.
 - 1.11 "Developer Obligations" shall have the meaning set forth in Section 5.01.
- 1.12 "Force Majeure" shall mean any of the following: (a) Acts of God; (b) strikes, lockouts or other substantial labor disputes, (c) shortages of materials not within the reasonable control of the Developer or a Development Entity; (d) explosion, sabotage, riot or civil commotion; (e) fires or other casualties, floods, epidemics, quarantines, restrictions, freight embargoes and extreme weather conditions; (f) delays occasioned by the or the City or other governmental authorities whose approval is required, not due to the fault or neglect of the Developer or a Development Entity, and not including normal, customary processing time by the City, but including specifically, but without limitation, delays in the conveyance of title, and delivery of possession of a Project Parcel, in accordance with the terms of this Agreement, or (g) other causes beyond the reasonable control of the Developer or a Development Entity, as long as the Developer or Development Entity is diligently pursuing its obligations hereunder.
- 1.13 "Ground Lease" shall mean that certain ground lease agreement by and between HANH and either, RAD 1 or RAD 2 or both, as applicable, pursuant to which HANH will lease the Redevelopment Site, or a Phase thereof, to each. Owner will cause a notice of ground lease (the "Notice of Ground Lease") evidencing the Ground Lease to be recorded on the Land Records of the City of New Haven.
 - 1.14 "HANH" shall have the meaning ascribed to it in the preamble of this Agreement.
- 1.15 "HUD" shall mean the United States Department of Housing and Urban Development.
- 1.16 "Infrastructure" shall mean all roads, public and private, walkways, sidewalks, curbs, parking lots, lighting, landscaping and plantings, utilities and other related improvements on or immediately adjacent to each Project Parcel as set forth in Exhibits A and E.

- 1.17 "Infrastructure Design Documents" shall mean those design documents concerning the Infrastructure, as approved by the City Engineer, the City Plan Commission and HANH.
- 1.18 "Lenders" shall mean any or all individuals or private, public, or governmental institutions who provide financing to the Developer or a Development Entity for purposes related to the Project.
- 1.19 "Other Affordable Rental Units" shall include, collectively and each as applicable, rental units which are the subject of a Mixed Finance ACC Amendment between the U.S. Department of Housing and Urban Development and HANH ("ACC Units"), or are otherwise subsidized under the Section 8 program, or any successor subsidy program thereto (Section 8 PBV units"), or are otherwise affordable tax credit units under any federally funded program, including but not limited to Section 42 of the Internal Revenue Code, or housing that satisfies the definition set forth in Section 8-39a of the Connecticut General Statutes, as the same may be amended from time to time.
- 1.20 "Other Project Default" shall mean a default by Developer (or the appropriate Development Entity) of those obligations of the Developer (or the appropriate Development Entity) set forth in Sections 5.04, 5.05, 5.06, or 5.07.
- 1.21 "Other Rental Units" shall include 22 rental units, collectively and each as applicable that are considered Market Rate.
- 1.22 "Phase" shall mean each of the two phases for development to be constructed consecutively: Westville Manor Phase 1 and Westville Manor Phase 2, as more particularly set forth in Exhibit A-2 of this Agreement.
- 1.23 "Private Roadways" shall mean those roadways to be constructed by the Developer on the Redevelopment Site under this Agreement as set forth on the Site Plan and the Infrastructure Plan (Exhibits A and C), which will not be dedicated and accepted as Roads.
- 1.24 "Project" shall have the meaning set forth in the recitals to this Agreement, consisting of an estimated total of up to one hundred nine (109) units to be located on the Redevelopment Site, eighty-seven (87) of which will be RAD Units, and the 22 Other Rental Units..
- 1.25 "Project Parcel" means individually the real property comprising each phase of the Project, as more particularly described in Exhibit A-2.
- 1.26 "RAD Requirements" means all applicable requirements of the RAD program, including without limitation those requirements set forth in HUD Notice PIH-2012-32(HA), REV-3, as it may be amended.
- 1.27 "RAD Units" shall mean the units converted from public housing units to project-based voucher units pursuant to the RAD Requirements.
- 1.28 "Redevelopment Site" is defined in the Recitals and is comprised of Westville Manor On-Site Development at 1 and 41 Wayfarer Street, New Haven, Connecticut.

- 1.29 "State" shall mean the State of Connecticut.
- 1.30 "Tax Credit Investor" shall mean any or all individuals or institutions that provide tax credit financing to the Developer or a Development Entity for purposes related to the Project.
 - 1.31 Intentionally Omitted.

ARTICLE II

Intentionally Omitted.

ARTICLE III

FINANCIAL AGREEMENTS

3.01 Project Financing.

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

3.02 <u>Capital Budget Expenditures.</u>

- (a) The City agrees to provide the financing to HANH for the infrastructure associated with the Project for the benefit of the Redevelopment Site (the "City Infrastructure Funding") in a total amount not to exceed Four Million Dollars and Zero Cents (\$4,000,000.00) to be expended as follows:
- (i) One Million Dollars and Zero Cents (\$1,000,000.00) from the City's Fiscal Year 2024 Capital bond financing or other non-city funds or combination thereof, to be available for drawdown upon execution of this Agreement; and
- (ii) Three Million Dollars and Zero Cents (\$3,000,000.00) from the City's Fiscal Year 2026 Capital bond financing or other non-city funds or combination thereof, to be available for drawdown no earlier than July 1, 2025.
- (b) The City Infrastructure Funding shall be provided to HANH by drawdown in accordance with certain benchmarks, as attached hereto as <u>Exhibit E</u>.
- (c) A projected Infrastructure budget is attached hereto as <u>Exhibit G-1</u> and <u>Exhibit G-2</u> and made a part hereof.
- (d) The City shall authorize an additional One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be reserved by the City for the City to cover costs associated with the administrative bond fee of the City Infrastructure Funding.

3.03 CHFA Tax Credit Financing.

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

ARTICLE IV

TAX AGREEMENTS

4.01 RAD Units and Other Affordable Rental Units.

- (a) (i) Commencing upon the date on which a Notice of Ground Lease with respect to the Ground Lease of a Project Parcel is recorded on the New Haven Land Records, or in the event of a sale of the Redevelopment Site to a Development Entity, the City Real Estate Taxes due on such Project Parcel shall abate with respect to the RAD Units, for a period of thirty-nine (39) years (the "Tax Agreement Period"), all in accordance with the provisions of Section 28-4 of the Code of Ordinances of the City of New Haven.
- (i) Until the later of (a) thirty-six (36) months from the effective date of this Agreement or (b) twenty-four (24) months from the issuance of a building permit or building permits for the construction of the Project on a Project Parcel (hereinafter referred to as the "Construction Period"), the City Real Estate Taxes shall abate in their entirety for the Redevelopment Site;
- (ii) Upon the expiration of the Construction Period, the Owner of the Redevelopment Site shall make a payment in lieu of Taxes (PILOT) as follows:. The annual sum payable with respect to the Rental Units during the Tax Agreement Period shall be determined by multiplying the number of Rental Units by the sum of \$450.00 (the "Base Rate"), and such Base Rate shall be increased annually with respect to each RAD Unit and each Other Affordable Rental Unit, if applicable by three percent (3%) per annum (the "Escalation Rate"). Notwithstanding anything to the contrary contained herein, in no event shall the Base Rate, increased by the Escalation Rate, be an amount which exceeds the amount of real property taxes which would, but for this Agreement, otherwise be payable with respect to the RAD Units and the Other Affordable Rental Units, as applicable.
- (b) It is hereby agreed, stipulated and understood that at the expiration of the Tax Agreement Period the full amount of all City Real Estate Taxes then assessed with

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

- (c) Notwithstanding the provisions in subsection 3.01(a) above, HANH, the Developer, the Owner, or any successor in interest to the Owner, as the case may be, shall have the right to appeal any assessment of the Other Rental Units available under Title 12 of the Connecticut General Statutes.
- (d) The Developer shall provide the Tax Collector with information necessary for the Tax Collector to calculate the tax abatements provided under this Section 3.01.
- (e) (e) It is agreed, stipulated and understood that the tax abatement set forth in this Section 3.01 is limited solely to the RAD Units, and Other Affordable Rental Units, as applicable, and that no tax abatement shall attach to the Other Rental Units.

4.02 General Provisions.

- (a) The City Assessor and Tax Collector shall calculate and/or abate City Real Estate Taxes, fully or partially, as the case may be, in accordance with the information provided to the City as required by Subsection 3.01.
- (b) The tax agreements set forth in this Article III shall run with the land and shall remain in full force and effect with respect to the RAD Units, in the event a Project Parcel is sold, transferred or otherwise conveyed, so long as the use restrictions in the Ground Lease or other agreement recorded on the land records of the City of New Haven restricting the use of a Project Parcel to Affordable Housing remain in effect.
- (c) In the event that a Development Entity fails to pay timely any amounts set forth in this Article as tax payments hereunder, the unpaid amounts shall be subject to the provisions of the Connecticut General Statutes pertaining to interest on delinquent tax payments as to a Project Parcel owned by that Development Entity.

ARTICLE V

ENVIRONMENTAL MATTERS

5.01 Environmental Matters.

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

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

5.02 Physical Inspections.

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

ARTICLE VI

THE PROJECT DEVELOPMENT— DEVELOPER'S OBLIGATIONS

6.01 <u>Developer Obligations.</u>

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

6.02 Zoning Matters.

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

6.03 Other Permits and Approvals.

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

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

6.04 Performance Schedule.

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

6.05 Rental Licenses/Inspections.

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

6.06 Other Developer Obligations.

- (a) <u>Lighting</u>. The Developer shall pay for and install a mixture of standard and decorative lighting fixtures as reviewed and approved by the City. The City agrees to maintain and assume the cost of electrical power for all fixtures in any public right-of-way.
- (b) <u>Landscaping</u>. 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) <u>Refuse Removal and Disposal</u>. Developer, the applicable Development Entity or other owner of a Project Parcel shall be responsible for refuse removal and disposal, and the cost of the same, for the Project.
- (d) <u>Water and Sewer Improvements</u>. The water and sewer system for the Project shall be installed by Developer at the sole cost and expense of Developer, which cost shall include (without limitation) any and all permit or other fees associated therewith.

6.07 <u>Employment Requirements.</u>

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

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

6.08 Insurance and Indemnification.

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

6.09 Construction Fencing and Publicity.

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

6.10 Infrastructure.

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

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

- (b) Prior to commencing work on the Infrastructure, the Developer shall submit an itemized project cost breakdown to the City and HANH for approval. The City and HANH shall have the right to review the project cost breakdown for conformity with the approved Infrastructure Design Documents and shall not unreasonably withhold or delay their approvals. In all events said approvals shall be deemed granted unless specific reasons are provided to Developer within 45 days. In the event of any disapproval of documents submitted hereunder, the reasons for such disapproval shall be provided therewith.
- (c) The Developer shall cause the Infrastructure to be constructed in a good and workmanlike manner in accordance with the approved Infrastructure Design Documents and any approved modifications thereof. The City and HANH may from time to time inspect the work and notify the Developer in writing of any way in which the work fails to comply with the terms and provisions of this Agreement or with the approved Infrastructure Design Documents or with the Infrastructure Plan or Development Schedule. The Developer shall pay to the City up to \$20,000.00 from available Project financing to fund the cost of a City Engineer for the purpose of providing staffing for the coordination and inspection of all Infrastructure to be constructed by the Developer hereunder. The Developer shall provide the City Engineer or his or her designee and HANH notice no less than five (5) working days prior to any work anticipated to be done on the Infrastructure, detailing the location and type of work expected to be done in such detail that he or she can prepare to inspect said work. The Developer shall also provide the City Engineer and HANH with copies of all field changes and change orders with respect to the Infrastructure Design Documents for his or her approval prior to the work being done. The Developer shall construct the Infrastructure only after obtaining all required governmental licenses, permits and approvals therefor, and thereafter in compliance with all such licenses, permits and approvals and otherwise in compliance with all applicable laws, rules and regulations. To the extent permissible under applicable law, the City shall cooperate with and support the Developer in seeking to obtain governmental licenses, permits and approvals for the Infrastructure.
- (d) The Developer shall use diligent efforts to complete substantially the Infrastructure Phase in accordance with the schedule for the Development. A certificate of occupancy shall not be issued for any unit unless the roads or streets servicing such unit shall be built or a bond has been provided by the road contractor in an amount and under terms agreed to by the City sufficient to complete any such street and other Infrastructure which are not finished and accepted by the City. The construction of the Infrastructure shall be deemed substantially complete when such improvements are built

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

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

ARTICLE VII

THE PROJECT DEVELOPMENT - CITY OBLIGATIONS

7.01 Government Approvals.

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

7.02 Discontinuance and Acceptance of Streets.

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

7.03 Temporary Street Closures.

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

ARTICLE VIII

MISCELLANEOUS RIGHTS AND OBLIGATIONS

8.01 <u>Development Entities.</u>

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

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

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

8.03 Licenses and Access.

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

8.04 Project Monitoring and Reporting.

- (a) The Developer shall provide the City with a copy of all monthly status reports provided to HANH. In addition, the Developer shall deliver to the City by and through the City's Livable City Initiative (Administrative Services Division) copies of plans, payment requisitions including but not limited to lien waivers, notification of all project meetings, and construction job site meetings, to enable the City to monitor the Cooperation Agreement on behalf of the City of New Haven. Developer agrees that in order to enable the City to fulfill its obligations under this Section 7.04, upon execution and delivery of this Agreement, Developer shall pay an administrative fee of up to Ten Thousand and No/100 Dollars (\$10,000.00) to the City's Livable City Initiative to be deposited into the Housing Development Repayment Fund account.
- (b) In furtherance of the BOA Order, HANH, Owner and the Developer shall report to the Board of Alders of the City of New Haven the status of the Project ten (10), twenty (20) and thirty (30) years from the Effective Date.

ARTICLE IX

DISPUTE RESOLUTION; NOTICE TO TAX CREDIT INVESTOR

9.01 Developer Default.

- (a) In the event that the Developer (or the appropriate Development Entity) materially defaults on its obligations as set forth in this Agreement (subject to Force Majeure and subject further to Development Contingencies), the City or HANH shall so notify the Developer of the nature of the default. The Developer (or the appropriate Development Entity) shall, within one hundred twenty (120) days thereafter, cure the default, or, if correction within such time is not possible, within such additional time as may be reasonably necessary, so long as the Developer (or the appropriate Development Entity) diligently pursues such cure.
- (b) In the event that the Developer (or the appropriate Development Entity) disputes the allegations of default, the Developer shall, by no later than thirty (30) days following receipt of the City's or HANH's notice of the nature of the default, given pursuant to Subsection (a), give notice to the City and HANH of its intention to arbitrate, whereupon the provisions of Section 8.02 shall take effect.

- (c) In the event that Developer (or the appropriate Development Entity) fails to commence or complete construction timely within the periods set forth in Article V and, in either instance, the Developer (or the appropriate Development Entity) further fails to cure the default as set forth in Subsection (a) and further fails to give notice to the City and HANH of its intention to arbitrate, as set forth in Subsection (b), or, the matter involving either of such defaults has been resolved through arbitration in favor of the City or HANH, the City or HANH may, at their sole option, terminate this Agreement with respect to its obligations not expressly subject to the arbitration but shall not terminate as to a non-defaulting Development Entity.
- (d) Notwithstanding any of the foregoing, it is agreed and understood that the City or HANH may, at the City's or HANH's option, deliver notice of an "Other Project Default". If Developer (or the appropriate Development Entity) fails to cure such Other Project Default within thirty (30) days (or, if the same is not susceptible of cure within such 30 day period, then if Developer (or the appropriate Development Entity) shall fail to commence a cure within such 30 day period and thereafter diligently complete the same), then the City or HANH may give notice of arbitration with respect thereto in accordance with the provisions of Section 8.02, and in the event that such arbitration proceedings shall be determined in favor of the City or HANH, the City or HANH shall have the right to enforce the decision of the Arbitrator in a court of competent jurisdiction, by way of specific performance.
- (e) <u>City or HANH Default</u>. In addition to other remedies set forth in this Agreement, in the event that the City or HANH materially defaults on any of their obligations as set forth in this Agreement, then the procedure set forth in Section 8.01 with respect to a default by the Developer (or the appropriate Development Entity) shall apply with respect to a default by the City or HANH. In the event that the City or HANH fails to cure a default, the Developer (or the appropriate Development Entity) shall retain all remedies against the City or HANH as the case may be, available at law or in equity for breach of contract, including a right to specific performance and injunctive relief, without the requirement to pursue arbitration under Section 8.02.

9.02 Arbitration.

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

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

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

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

9.03 Lender and Tax Credit Investor Protection Provision.

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

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

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

ARTICLE X

MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

10.01 Representations.

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

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

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

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

10.02 General Agreements.

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

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

- (b) This Agreement shall survive the execution and delivery of any deeds, leases or other documents required by, or referred to, in this Agreement.
- (c) To the extent that there are any technical modifications required which are not substantial changes requiring Board of Alders approval, the Economic Development Administrator of the City is authorized and empowered to execute and deliver such agreements and documents necessary to effectuate such modification(s).

10.03 Principles of Interpretation.

In this Agreement:

- (a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of this Agreement.
- (b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) Except as otherwise provided in Section 5.03, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall be in the sole discretion of the party whose approval, consent or acceptance is required.
- (f) All notices and requests to be given hereunder shall be given in writing to the individuals at the addresses specified below or to such individuals and addresses as shall be later named by the party hereto, upon written notice to the other party within a reasonable time and shall be deemed to have been made either (i) when deposited in the United States mail, by certified or registered mail, return receipt requested, or (ii) hand-delivered and addressed to the parties below:

If to the Developer: The Glendower Group, Inc.

360 Orange Street

New Haven, Connecticut 06511

Attn: President

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

Attn: Michael J. Pinto

Assistant Corporation Counsel

Livable City Initiative With a copy to:

> **Deputy Director** 165 Church Street

	New Haven, Connecticut 06510
	Department of Finance
	Contract Compliance
	200 Orange Street
	New Haven, CT 06510
If to HANH:	Housing Authority City of New Haven
	360 Orange Street
	New Haven, CT 06511
	Attn: Executive Director
With a Copy to:	McCarter & English, LLP
	CityPlace I
	185 Asylum Street
	Hartford, Connecticut 06103
	Attn: Rolan Joni Young, Esq.
With a Copy to:	Reno & Cavanaugh, PLLC
17	455 Massachusetts Avenue, N.W., Suite 400
	Washington, D.C. 20001
	Attn: Efrem Levy, Esq.
If to Tax Credit Investor:	
	Attention:

- (g) Whenever a party to this Agreement is required to consent to an action by another party or to approve any such action to be taken by another party, unless the context clearly specifies a contrary intention or specific time limitation, such approval or consent shall be in writing, shall be given within fifteen (15) days (or deemed given if not denied in writing within said period), and shall not be unreasonably withheld or delayed by the party from whom such approval or consent is required.
- (h) This Agreement constitutes the entire written understanding of the parties with respect to the matters set forth herein and all prior agreements and undertakings are merged herein and superseded hereby. This Agreement may not be amended except in writing, signed by each of the parties.
- (i) This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Connecticut.
- (j) If any provision of this Agreement shall be ruled invalid by any court of competent jurisdiction or shall be rendered invalid by any change in applicable laws or

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

- (k) In the event there is any conflict between the provisions of this Agreement and those of other agreements mentioned herein, the provisions of this Agreement shall govern the disposition of the conflict.
- (l) The terms of the Exhibits attached to this Agreement shall be incorporated into the Agreement as if fully set forth herein.
- (m) The Developer shall comply with all applicable laws, regulations, ordinances and/or orders of any federal, state or municipal authority or any agency thereof, except as otherwise specifically set forth herein.

10.04 Property Management.

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

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

SIGNATURE PAGES FOLLOW

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

Executed in the presence of:	
	CITY OF NEW HAVEN
APPROVED AS TO FORM AND CORRECTNESS:	By: Justin Elicker Mayor
By: Atty. Michael J. Pinto. Assistant Corporation Counsel	
	HOUSING AUTHORITY OF THE CITY OF NEW HAVEN
	By: Karen DuBois-Walton Executive Director
	WESTVILLE MANOR RAD I LLC By: Westville Manor RAD I Redevelopment Corporation, its Managing Member
	By: Karen DuBois-Walton President

	WESTVILLE MANOR RAD II, LLC By: Westville Manor RAD II Redevelopment Corporation, its Managing Member
	By: Karen DuBois-Walton President
	THE GLENDOWER GROUP, INC.
APPROVED AS TO FORM	By: Karen DuBois-Walton President
MCCARTER & ENGLISH, LLP GENERAL COUNSEL	
By: Rolan Joni Young, Esq. A Partner	

[ACKNOWLEDGEMENT PAGES FOLLOW]

STATE OF CONNECTICUT) : ss. New Haven
COUNTY OF NEW HAVEN)
appeared Justin Elicker, as Mayo	, 202_, before me, the undersigned officer, personally rethe City of New Haven, one of the signers and sealers of the nowledged the same to be the free act and deed of the City of ayor thereof, before me.
	Printed Name:
	Notary Public
	Commissioner of the Superior Court
STATE OF CONNECTICUT) : COUNTY OF NEW HAVEN)	ss. New Haven
appeared Karen DuBois-Walton, New Haven, one of the signers ar	, 202_, before me, the undersigned officer, personally Executive Director of the Housing Authority of the City of and sealers of the foregoing instrument, and she acknowledged sed of the Housing Authority of the City of New Haven and of creof, before me.
	Printed Name:
	Notary Public
	Commissioner of the Superior Court

STATE OF CONNECTICUT)	
) ss. New Haccounty of NEW Haven)	aven
On this the day of, 202_, before measurement to the distribution of the limited liability company by herself as such of the liability co	to be the President of ECC Group II Westville ing Member of ECC Group II Westville company, and she, as such officer, being tent for the purposes therein contained as her mited liability company, by signing the name
In witness whereof I hereunto set my hand.	
Notary	d Name: y Public/ My Commission Expires: nissioner of Superior Court
STATE OF CONNECTICUT)) ss. New Hatelen (COUNTY OF NEW HAVEN)	aven
On this the day of, 202_, before medicate the foregoing instrument for the purposes the free act and deed of the limited liability company by herself as such officer.	to be the President of Westville Manor RAD of Westville Manor RAD II, LLC, a such officer, being authorized so to do, therein contained as her free act and deed and
In witness whereof I hereunto set my hand.	
Notary	d Name: y Public/ My Commission Expires: nissioner of Superior Court

STATE OF CONNECTICUT)	
) ss.	New Haven
COUNTY OF NEW HAVEN)	
Karen DuBois-Walton, who acknowledged Inc., a Connecticut corporation, and she, as foregoing instrument for the purposes there	herself to be the President of The Glendower Group, such officer, being authorized so to do, executed the cin contained as her free act and deed and the free act name of the corporation by herself as such officer.
In witness whereof I hereunto set m	y hand.
	Printed Name:
	Notary Public/ My Commission Expires:
	Commissioner of Superior Court

EXHIBIT A-1

The Redevelopment Site (Westville Manor)

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

FIRST PARCEL (533,458 sq. ft.)

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A-1, cont.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A-1, cont.

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

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

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

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

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

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

SECOND PARCEL (29,078 square feet)

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

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

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

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

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

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

EXHIBIT A-2

Phasing Plan

Project Narrative

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

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

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

EXHIBIT A-3

Site Plan







Kenneth Boroson Alcanters





WESTVILLE MANOR REDEVELOPMENT
PHASE I & II

EXHIBIT B

Unit Mix

Westville Manor Program 12/17/2018

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

EXHIBITS C-1 and C-2

Sources and Uses Statement

CHFA DOH CONSOLIDATED APPLICATION

_												_			
\vdash	A B	С	D E	F G	Н	J	K	L	M	N	O	P	_ °	R Version 2018.5	8
1	CONSTRUCT					F			_	l			ACP -	Submission Date	
2	SOURCE INVEST					Exhibit	.5 - SOURC	ES OF FUND	75			CONNI	стісит	February 1, 2021	
1							· ·							I I	
4								ļ						ļ l	
5	DEV	ELOPMENT NAME			Westville Mans	r Phase 1		<u> </u>	APPLICANT		The Glendo	wer Group, Inc.			
7				Construction	Permanent	Construction									
8	EQUITY CAPITAL, GRANTS, Etc	_		Sources	Sources	Paydown									
10		DOH Gr	ant Funding			0									
11	CDBG Grant Funds:		[Specify]			0									
12	Other Public Funds:		New Haven			0									
13	9	% LIHTC N		4,252,870	10,686,280	6,433,410									
14		Historic Tax Credit Ne		+	-	0									
15	CT Housing Tax Cred	Historic Tax Credit No B Contribution (HTCC		\vdash	+	0									
16	*	Developer / Investor (\vdash	+	0									
18		Homeownership Sale	-	 	+	0									
19	Promitovinariang Sales Processos U Energy Robotios 0														
20		Existing Propert	-	+ +	+	0									
21	Other		Brownfields	4	_	0									
22	Other	-	FHLB	 	 	0									
23	<u>'</u>		Sub-Total	\$4,252,870	\$10,686,280	\$6,433,410									
25				Construction	Permanent	Construction	Const.	Perm.	Perm.	Fully	Deferred	Scheduled	Initial		
26			Loan Prior		Sources	Paydown	Interest	Loan	Interest	Amortizing	Payment	Debt	Debt Service	Financing Notes	
	FINANCING Sources w/ Notes a	nd Mortgages]		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-		Rate	Amort. [Yrs.]	Rate	[Y] or [N]	[M] or [N]	Service	Coverage		
29	CHEALoss	Tax-Exempt Bonds			+		0.000%	30	4.970%	14-14	N/A	\$0	N/A	www.chfa.org	
_	CHFA Loan - Non-Bond Proceeds			+ +	+	0	0.000 (6	30	0.000%		N/A	\$0	NA		
31		DOH Loan Funding	_	5,000,000	5,000,000	0	1.000%	40	1.000%	N	1411	\$0	NIA		
32	CDBG Loan Funds:			2,998,154	3,481,000	484,846		40	0.000%	N		\$0	NIA		
33	Other Public Funds:	FHLBNY		1,000,000	1,000,000	0	1.000%	40	1.000%	N		80	N/A		
34	Del	erred Developer Fee			209,758	209,758			0.000%	N		\$0	N/A		
35	Other Amortizing Debt	Citibank		11,883,256	7,575,017	-4,308,239	4.250%	35	3.750%	Y		\$388,967	#DIV/01		
36	Other Amortizing Debt	Sterling Bridge Loan				0			0.000%	¥		\$0	N/A		
37		Existing Debt				0			0.000%			\$0	N/A		
38		GP Loan				0			0.000%			\$0	N/A		
			Sub-Total	\$20,879,410	\$17,265,775	\$694,604			To	tal Scheduled I	Debt Service	\$388,967			
39					*********	\$7,128,014									
39 41		TOTA	L Sources	\$25,132,280	\$27,952,055	\$7,128,014									
	Total C	Commercial Cost (De	rv. Budget)	\$25,132,280 \$0	\$27,952,055	57,120,014		MAX D		Developer	Fee Per	% of Total	Developer		
41 42 43	Total C	Commercial Cost (De Total Developme	rv. Budget) ent Budget	\$0 \$25,132,280	\$0 \$27,952,055	\$7,128,014		Develop	er Fee	Bud	get	F	00		
41 42	Total C	Commercial Cost (De Total Developme	rv. Budget)	\$0	50	57,120,014			er Fee		get	F			
41 42 43 44	Total C	Total Developme Sources	rv. Budget) ent Budget LESS Uses	\$0 \$25,132,280 \$0	\$0 \$27,952,055 \$0		secured by a n	Develop \$1,23	er Fee 0,079	Bud \$2,489	get 9,961	F	00		
41 42 43 44 46		Total Developme Sources hich no repayment is	rv. Budget) ent Budget LESS Uses expected or	\$0 \$25,132,280 \$0 required from other so	\$0 \$27,952,055 \$0 urcss. <u>Soft Debt:</u>	3rd party sources :	secured by a n	Develop \$1,23	er Fee 0,079	Bud \$2,489	get 9,961	F	00		
41 42 43 44 46 47	GRANTS: 3rd party sources for w	Total Development Sources Sources high no repayment is seried financing and at	rv. Budget) ent Budget LESS Uses expected or hould be sch	\$0 \$25,132,280 \$0 required from other so reduled under the FW	\$0 \$27,952,055 \$0 urces. Soft Debt: ANCING section at	3rd party sources :		Develop \$1,23	er Fee 0,079	Bud \$2,489	get 9,961	F	00		
41 42 43 44 45 46 47 49	GRANTS. 3rd party sources for w (with or without interest) are consi- intra-Entity (LP, LLC, etc.) loses b	Commercial Cost (De Total Developm Sources high no repayment is dered financing and all o be repaid from appr	ent Budget LESS Uses expected or hould be sch oved Owner	\$0 \$25,132,280 \$0 required from other so reduled under the FW. 's Distributions are cor	\$0 \$27,952,055 \$0 urces. Soft Debt: ANCING section at a idered Developer	3rd party sources : rove. / Investor Cash Eq	uity.	Develop \$1,230 cortgage and wh	per Fee 0,079 ich may require	Bud \$2,489 a partial or full re	get 9,961 spayment	F	00		
41 42 43 44 45 46 47 49	GRANTS: 3rd party sources for w (with or without interest) are consid- intra-Entity (LP, LLC, etc.) loans to Deferred/Pledged Developer Fess	Total Development Sources Sources Sources Sinch no repayment is dered financing and sign to be repaid from appr ("ODF") are consider	rv. Budget) ent Budget LESS Uses expected or hould be sch oved Owner red (mancing	\$5 \$25,132,280 \$0 required from other so reduled under the FSW 's Distributions are con-	\$0 \$27,952,055 \$0 urces. Soft Debt: ANCING section at taidered Developer resections utilizing fe	3rd party sources a cive. / Investor Cash Eq deral Low-Income	uity. Housing Tax 0	Develop \$1,230 cortgage and who credits, the amount	oer Fee 0,079 ich may require	Bud \$2,489 partial or full re will be limited to	get 9,961 payment the amount	F	00		
41 42 43 44 46 47 49 51	GRANTS. 3rd party sources for w (with or without interest) are consi- intra-Entity (LP, LLC, etc.) loses b	Commercial Cost (De Total Developm Sources hich no repayment is dered financing and at to be repaid from appr ("DDF") are consider mortgagor, without interpretations	rv. Budget) ent Budget LESS Uses expected or hould be sch oved Owner red (mancing	\$5 \$25,132,280 \$0 required from other so reduled under the FSW 's Distributions are con-	\$0 \$27,952,055 \$0 urces. Soft Debt: ANCING section at taidered Developer resections utilizing fe	3rd party sources a cive. / Investor Cash Eq deral Low-Income	uity. Housing Tax 0	Develop \$1,230 cortgage and who credits, the amount	oer Fee 0,079 ich may require	Bud \$2,489 partial or full re will be limited to	get 9,961 payment the amount	F	00		
41 42 43 44 45 47 49 51 52 53	GRANTS. 3rd party sources for wi (with or without interest) are coresi intra-Entity (LP, LLC, etc.) loans to Deferred/Pledged Developer Fess that may be fally recovered by the for less than the permitted maximum.	Total Developm Sources	ent Budget) ent Budget LESS Uses expected or hould be sch oved Owner red (mancing terest, from	\$0 \$25,132,280 \$0 required from other so- seduled under the FIM. ** Distributions are cor- contributions. For training of the contributions. For training of the contributions are under the contributions. For the contributions are under the contributions.	\$0 \$27,952,055 \$0 urces. Soft Debt: ANCING section at taidered Developer reactions utilizing fe all distributions durin	3rd party sources in ove. / Investor Cash Eq deral Low-Income g the first fifteen (1	uity. Housing Tax (5) years of op	Develop \$1,23 cortgage and who credits, the amo- credits, the amo- credits, CHFA,	oer Fee 0,079 ich may require ant of the DDF at its sole disc	Bud \$2,481 e partial or full re will be limited to retion, may app	get 9,961 payment the amount	F	00		
41 42 43 45 46 47 49 51 52 53	GRANTS: 3rd party sources for wi (with or without interest) are consi- intra-Entity (LP, LLC, etc.) iouns i Deferred/Piedged Developer Fees that may be fully recovered by the	Commercial Cost (De Total Developme Sources high no repayment is a dered financing and all to be repaid from appro ("DDP") are consider mortgagor, without in im.	ert Budget) ent Budget LESS Uses expected or hould be sch oved Owner red financing tensat, from o	\$0 \$25,132,280 \$0 required from other so- seduled under the FIM. ** Distributions are cor- contributions. For training of the contributions. For training of the contributions are under the contributions. For the contributions are under the contributions.	\$0 \$27,952,055 \$0 urces. Soft Debt: ANCING section at sidered Developer reactions utilizing fe at distributions durin	3rd party sources in ove. / Investor Cash Eq deral Low-Income g the first fifteen (1	uity. Housing Tax (5) years of op	Develop \$1,23 cortgage and who credits, the amo- credits, the amo- credits, CHFA,	oer Fee 0,079 ich may require ant of the DDF at its sole disc	Bud \$2,481 e partial or full re will be limited to retion, may app	get 9,961 payment the amount	F	00		

EXHIBIT C-1, cont.

CHFA DOH CONSOLIDATED APPLICATION

Exhibit 6.3.a - DEVELOPMENT BUDGET

Exhibit 6.3.a - DEVELOPMENT BUDGET

DEVELOPMENT NAME

Weshirite Manuel Phance 1

APPLICANT

The Clientinese Group, Inc.

CONSTRUCTION

		PUNDING		PERMANENT PUNDING	NEGRMATION .							
		REGENATION										
				TAX CREDIT E	LIGHTE BARR	TAX-EXEMPT BOND BASIS			Ter.			
		Construction Budget	Permanent Budget	70% NPV - 9% or 30%	30% NPV - 4% East	To be Completed by	9 % LINTE No.	DOH Lean Funding	CDBC Loan Funds	Other Public Funds	Deferred Developer Fee	Other Americans Debt
	•	Construction Banger	(Replicant)	NEV - 4% (New /	Building Assprision	Independent Tax Professional	Proceeds	(Financing)	MTW	PHEBNY	Deferred Developer Fee	Cilibank
				Rehab.)	Credit	Issuing the Attestment Letter	\$10,686,280	\$8,000,000	\$3,681,000	\$1,000,000	\$209,798	\$7,876,817
SITE & MPROVEMENTS (Dv. 2-16) Hard Costs		16.205.610	16.208.410	18.379.029			8.819.614	8,000,000	2,801,088	1,000,000	1	1.485.298
GENERAL REQUIREMENTS (Max. Allocable 6%)	6.00%	972,328	872,328	900,881			872,328					
BULDERS OVERHEAD (Max. Allowable 2%)	2.00%	326.186 972.328	324.108 972.328	292,207 900,881			300.000					324.108 672.328
BULDERS PROFIT ONF FEES (Max. Alteratio 6%) BOND PREMIUM (L.O.C. COST	6.00%	190,000	972,329 186,000	148.841			300,000					672,328 180,000
BULDING PERMITS and OTHER DEVELOPMENT PEER		323,762	333.702	323.702		$\overline{}$						123,752
CONSTRUCTION (Project Cost Summary) Sub-Total		18.947.868	18.947.870	17,941,941	0	0	7,191,339	8,000,000	2,801,088	1,000,000	0	2,999,433
COMMERCIAL CONSTRUCTION			0	N/A								
COMMERCIAL CONSTRUCTION CONTINGENCY				N/A								
Other General Requirements Other GMF Fees						\vdash						
Oher Pend						\vdash						
CONSTRUCTION CONTINUENCY (10% Mart /% Carel. >)	7.8%	1.421.090	1.621.090	1421.010								1.421.090
CONSTRUCTION		20,368,906	20,348,960	19,362,631	0	0	7,191,339	8,000,000	2,801,088	1,000,000	0	4,376,523
ARCHITECT - Design	7.8%	1,044,371	1,044,371	1,044,371								1,064,371
ARCHITECT - Contrast Admin (Min. 18%) (% Combast >)	26.8%	383,000	383,000 100,000	583,500 100,000								383,800
ENGINEERING (Circl-Site / Sirvatural / Mechanical / Geo-Technical / Etc.) SURVEYS (A-C) Exist. Conditions and As-Built)		100,000	39,000	33,000								100,000
Other Special Inspections		195,000	199,000	199,000			24.238					170,762
Other Code Compliance		12,800	12,800	12,800								12,800
Other Construction Administration		80,000	80,000	60,000								60,000
Other Experies Services			88,000				88,000					
ARCHITECTURAL and ENGINEERING INTEREST (OFFA) SVALUE: 5	10.3%	1,884,871	1,942,871	1,854,871	9	9	112,238		821,019	9	9	1,830,833
DIFA LOAN ORIG. / COMBIT. FEE	60 N/S1	188.882	188.882	NA.	N/A	-			108.883			
NTEREST - Bridge Loan												
PEEE - Bridge Loan		67,000	67,000	67,000								67,000
R. S. TAXES / PEOTS - Const. Period + Months Lease Up NEURANCE (supply the Hamily Pagest)		138,000	138,000	138,000								138,000
UTILITEE - Corpl. Period		138,000	138,000	138,000		\vdash						138,000
Negative Arbitrage on Bonds (If Applic.)				NA.	NA.	-						
Credi Enhancement Fremium (HUD or Private Perm. Mortg. Insur.)				N/A	N/A							
Cost of Bond Insurese												
Other Permanent Loan Fees Other FFE	_	110,800 78,800	110,800 78,000	78.000		\vdash						110,800
CHEA CONSTRUCTION OBSERVATION Name & S (Breakly)		78,890	75,000	75,000		\vdash						79,000 79,000
PHANCE and INTERIM COSTS		1,142,482	1,142,402	742,764	0	0	0	0	679,902	0	0	482,800
LEGAL COUNSEL - Real Estate (Closing Doos and Title Work)		299.000	210.000	180,000			230.000					20,000
CHPA EXTERNAL LEGAL COUNSEL				0								
TITLE WEUR. PREMIUME and RECORDING COSTS APPRAISALS / MARKET STUDY (CHPA / LINTC Regulard)		110.000 21.000	118,000 21,000	118.000 31.000			118.808 31.000					
LEASE UP & MARKETING \$1. / Residental Unit \$409 0909090909		27,000	21,000	21,000 N/A	N/A	\vdash	27,000					
COST CERTPICATIONS (CHPALINTCOON Required)		35,000	33,000	NA.	NA.		18,000					
ENVIRONMENTAL REPORTS and TESTING		322,483	222,493	144,000								222,493
Other Relocation		192,000	192,000				192,000					
Other: Assessing Other: HANK Reinbursable		7,600	7,800	7,800		\vdash	7,800					
OTHER COMMERCIAL USES COSTS		480.000	210.000	N/A	N/A		480.000					
SOFT COST CONTINGENCY (S'S. Max) (A&E+FIN+SOFT 'S.)	1.8%	239,000	210,000	200,000			230,000					
SOFT COSTS : Fees & Expresses		1,344,983	1,344,993	662,500	0	0	1,102,800	0	0	0	0	262,493
TOTAL CONSTRUCTION & BOPT COSTS		24,711,222	24,719,226	22,622,766		0	8,406,877	8,008,000	3,481,000	1,000,000	0	6,812,169
DEVELOPER ALLOWANCE / PEE (Max.19% TOC/ (D489H61)	10.0%	281.097	2.689.961	2.688.961	NA.		2 280 203				209.758	
PRE-DEVEL PREADENG (Interest) COSTS [Lender-Approved] Land Cost				N/A	N/A N/A							
Other (Existing Reserves - Equipment)				NA.	NA.							
Existing Building's				N/A	N/R							
SITE ACQUISITION (Assessment "As in" Value)		0	9	168	N/A	0			0	9	0	0

IAD380-FEB-01/Glendeser/Development Felden/Westville Manor/Phase 1Financing/3030 CHFA 9% LHTC/Westville Fhase 1 Consolidated Application Worklook 2018.3_8_20_20_VL_stig 1 DEVB01

EXHIBIT C-1, cont.

CHFA DOH CONSOLIDATED APPLICATION

Establish Establish	bit 6.3.a - D6	EVELOPMENT BUDGE	т	ENDONE PLANT	Version Submission Pelassary 1	- Cale						
DEVELOPMENT NAME Westwife	Manue Phase 1		APPLICANT		The Glendower Group	, ins	l					
		FUNDING BEORNATION		PERMANENT FUNDING INFORMATION								
		Construction Budget	Fernanent Budget (Applicant)	TAX CREDIT 6 TO S. NPV - 6% (New / NPV - 6% (New /	30% NPV - 8% Exist Building Asspiration Consti	TAX-EXEMPT BOND BASIS To be Completed by Independent Tax Professional Insuing the Allesbeard Letter	9 % LIHTC Net Proceeds \$10,484,280	DOH Lean Funding (Financing) \$5,000,000	CDBG Lean Funds: MTW \$3,681,000	Other Public Funds: FHLE NY \$1,000,000	Deterred Developer Fee	Other Amortising Debt Citibant \$7.878.017
CHFA Operating Reserve Capital Replacement Spelicater Reserve			692,907	NAME.	NOR. NOR.		\$10,000,200	41,000,000	42.00-300	81,000,000	200,780	482,807
Working Capital Deposit (Non-Profit Doly) Dine: HAP Reserve (Frequired) CAPITAL DED RESERVES RECOGNIZED LINDING COSTS		0 24.942.319	410.807 27.782.894	N/A N/A N/A 28,112,727	56/8. 56/8. 56/8.	0	0 19,494,280	1.000.000	3.481,000	0 1,000,000	0 200.700	492,007 7,400,006
Entity Organizational and Legal Epoliticator Pers / Commissions Equity Bridge Loan level and Pers Equity Bridge Loan level and Pers Exception and Entity Associating		13,890 88,890	12,800 88,000 19,000	NA NA NA NA	NA NA NA NA							13,800 88,800
CHFA Tax Credit Per (9% Are. Credit) CHFA LIHTC Applix. Free (\$1,000) and/or Entimated Free = \$ 01,0 Notice Credit Applix. Free	8.0%	91,311 1,310	81,211 1,280	NOR.	NO.							1,210
Officer ENTITY and SYNDICATION COSTS / OTHER CONSTRUCTION LOAR PAYDOWNS (Famplicable)	+	169,961 N/A	168,961	9 N.A.	90 No. 10	O NIA	0		9	0	0	169,961
TOTAL RESIDENTIAL USES		28,132,260	27,812,818	28,112,727	9	0	10,686,280	8,008,000	2,481,000	1,000,000	209,788	7,876,817
TOTAL DEVELOPMENT COST	+	28,132,260	27,812,818	28,112,727	0	0	10,686,280	E,000,000	3,481,000	1,000,000	200,788	7,878,817
			ILATA Intermediary Costs &		BOY TEST CALC. Band Amount Aggregate Sasts Basis Financed with TES	10						
Name & Title		Date										
Сопрату												
	Budget Period	Official Size Only	Fram Revision 8		Reason for Revision							

AD160-FEE-01/Disnotrator/Development Folders/Westville Manus/Phase 1 Financing/2016 CHFA 9% LHTC/Westville Phase 1 Consolidated Application Weststock 2018.1 8, 22, 20, VI, selg 1 DEVES

EXHIBIT C-2

CHFA DOH CONSOLIDATED APPLICATION

$\boldsymbol{-}$	A B C	D E	F G	H I	,	K	L	M	N	0		_ o	R	9
1	622	ш										House .	Version 2018.	
2	C SENNESKEH				Exhibit (L5 - SOURC	ES OF FUND	IS			CONN	CHOUT	Submission Date	
3 .	3110011										Supertino	it of Nousing.	October 17, 201	9
		ПП												
5	DEVELOPMENT NAME			Westville Mano	r Phase 2		1	APPLICANT		The Glendo	wer Group, Inc.		1 '	'
Ŧ		\longrightarrow	Construction	Permanent	Construction			-				_		\vdash
	EQUITY CAPITAL GRANTS, Exc.	\longrightarrow	Sources	Sources	Paydown									
ш			acurces	South	Paycown									
10		ant Funding			0									
11	CDBG Grant Funds:	Specify			0									
12		New Haven			0									
13		et Proceeds	2,486,481	12,432,006	9,945,805									
14	Federal Historic Tax Credit N				0									
15	State Historic Tax Credit N				0									
16	CT Housing Tax Credit Contribution (HTC)				0									
17	Developer / Investor		1 [1	0									
18	Homeownenthip Sale				0									
19		gy Rebates	1 [1	0									
20	Existing Proper	y Reserves			0									
21	Other DECD	Brownfelds			0									
22	Other	FHLB			0									
23		Sub-Total	\$2,486,401	\$12,432,006	\$9,945,685									
95			Construction	Permanent	Construction	Const.	Perm.	Perm.	Fully	Deferred	Scheduled	initial		
26		Loan Priorit		Sources	Paydown	Interest	Lean	Interest	Americina	Payment	Debt	Debt Service	Financing Note	
	FINANCING (Sources of Notes and Mortogoss)		-		r agus an	Rate	Amort (Yrs.)	Rate	MorN	Mor N	Service	Coverage		
-	CHFALcan Tae-Exempt Bonds	_	+	_	_	0.000%	30	4.970%	174-154	NA.		_		\vdash
29														
		\blacksquare	\longrightarrow	_		0.000%	20				\$0	NA	www.chfa.org	
30	CHFA Loan - Non-Bond Proceeds (Specify)				0			0.000%		NA NA	\$0	NA.	www.drfa.org	
31	CHFA Loan - Non-Bond Proceeds Specify DOH Loan Funding		4,000,000	4,000,000	0	1.000%	40	0.000% 1.000%	N		\$0 \$0	NA NA	www.chfa.org	
31 32	CHFA Loan - Non-Bond Proceeds Specify DOH Loan Funding CDBG Loan Funds Specify					1.000%	40	0.000% 1.000% 0.000%			\$0 \$0 \$0	NA NA NA	www.chfs.org	
31 32 33	CHEA Loan - Non-Bond Proceeds Specify DOH Loan Funding CDBG Loan Funds: Specify Other Public Funds: MTW(Specify)		4,000,000	4,000,000	0 0			0.000% 1.000% 0.000% 1.000%	N		\$0 \$0 \$0 \$0	NA NA NA NA	weed this on	
31 32	CHEA Loan - Non-Bond Proceeds DOH Loan Funding CORG Loan Funds: Specify Other Public Funds: MTWSpecify Defened Developer Fee		4,500,000	4,500,000		1.000%	40	0.000% 1.000% 0.000% 1.000% 0.000%			\$0 \$0 \$0 \$0 \$0	NA NA NA NA	www.drfs.org	
31 32 33 34 35	CHEA Loan - Non-Band Proceeds COBG Loan Funds: COBG Loan Funds: Cother Public Funds: Defined Developer Fee Other Amortaing Getz: Hart FIA				0 0 0 0	1.000%	40	0.000% 1.000% 0.000% 1.000% 0.000% 4.050%	N N		\$0 \$0 \$0 \$0 \$0 \$0 \$454,738	NA NA NA NA NA	wee driver	
31 32 33 34 35 36	CHFA Loan - Non-Bord Proceeds DOH Loan Funding CD96 Loan Funds Beachy Other Public Funds MTW/Spechy Other Public Funds MTW/Spechy Other Amortising Debt Hunt FHA Other Amortising Debt Sterling Bridge Loan		4,500,000	4,500,000	0 0	1.000%	40	0.000% 1.000% 0.000% 1.000% 0.000% 4.050% 0.000%	N		\$0 \$0 \$0 \$0 \$0 \$0 \$454,738 \$0	NIA NIA NIA NIA NIA NIA	wee dra on	
31 32 33 34 35 36 37	CHEA Loan - Non-Board Proceeds (Specify) COSRS Loan Funding COSRS Loan Funding (Specify) Other Public Funds: MYVISpecify Defend Developer Fire Other Amortising Debt Selening Beldes Loan Contrary Costs (Specify Costs)		4,500,000	4,500,000	0 0 0 0	1.000%	40	0.000% 1.000% 0.000% 1.000% 0.000% 4.050% 0.000%	N N		\$0 \$0 \$0 \$0 \$0 \$0 \$454,738 \$0 \$0	NIA NIA NIA NIA NIA NIA NIA	was difa on	
31 32 33 34 35 36 37 38	CHFA Loan - Non-Bord Proceeds DOH Loan Funding CD96 Loan Funds Beachy Other Public Funds MTW/Spechy Other Public Funds MTW/Spechy Other Amortising Debt Hunt FHA Other Amortising Debt Sterling Bridge Loan		4,500,000 9,000,000	4,500,000 9,000,000	0 0 0 0	1.000%	40	0.000% 1.000% 0.000% 1.000% 0.000% 4.050% 0.000%	N N	NA	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$454,738 \$0 \$0 \$0	NIA NIA NIA NIA NIA NIA	was difa an	
31 32 33 34 35 36 37 38	OHFA Loan - Non-Bond Proceeds Other Public Funds: Other Public Funds: Other Public Funds: Other Amortaing Detar Other Amortaing Detar Sterling Bridge GP Loan GP Loan GP Loan	Sub-Total	4,500,000 9,000,000	4,500,000	0 0 0 0	1.000%	40	0.000% 1.000% 0.000% 1.000% 0.000% 4.050% 0.000%	N N	NA	\$0 \$0 \$0 \$0 \$0 \$0 \$454,738 \$0 \$0	NIA NIA NIA NIA NIA NIA NIA	to the second se	
31 32 33 34 35 36 37 38	OHFA Loan - Non-Bond Proceeds Other Public Funds: Other Public Funds: Other Public Funds: Other Amortaing Detar Other Amortaing Detar Sterling Bridge GP Loan GP Loan GP Loan		4,500,000 9,000,000	4,500,000 9,000,000	0 0 0 0	1.000%	40	0.000% 1.000% 0.000% 1.000% 0.000% 4.050% 0.000% 0.000%	N N	NA	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$454,738 \$0 \$0 \$0	NIA NIA NIA NIA NIA NIA NIA	was difa as	
31 32 33 34 35 36 37 38 39 41	OHFA Loan - Non-Bond Proceeds Child Loan Funds: Other Public Funds: Other Public Funds: Other Amorbing Deta: Other Amorbing Deta: Senior Girls Berling Group Group Deta: Other Amorbing Deta: Group Deta: Finding D	Sub-Total M. Sources rv. Budget)	4,500,000 9,000,000 \$17,506,800	4,500,000 9,000,000 \$17,500,000	0 0 0 0 0 0 0	1.000%	40	0.000% 1.000% 0.000% 1.000% 0.000% 4.050% 0.000% 0.000%	N N	NA Debt Service	\$0 \$0 \$0 \$0 \$0 \$0 \$454,738 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	NIA NIA NIA NIA NIA NIA NIA	en da a	
31 32 33 34 35 36 37 38 39	CHEA Loan - Non-Bond Proceeds Specify CDSG Loan Funds CDSG Loan Funds CDH Loan Funds Debt MMTWSpecify Debt Amortising Debt Other Amortising Cebt Sening Bridge Loan Existing Cebt Sening Bridge Loan GP Loan FOT.	Sub-Total M. Sources rv. Budget)	4.500,000 9.000,000 \$17,500,000 \$17,500,000 \$19,986,401 \$8,800 \$2,296,901	4.500,000 9.000,000 \$17,500,000 \$29,922,006	0 0 0 0 0 0 0	1.000%	40 40 40 MAX Di	0.000% 1.000% 0.000% 1.000% 1.000% 0.000% 0.000% 0.000% To	N N Y al Scheduled (Developer	NA Debt Service	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$454,728 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	NIA NIA NIA NIA NIA NIA NIA NIA	one of the sec	
31 32 33 34 35 36 37 38 39 41	CHEA Loan - Non-Bond Proceeds Child Loan Funds Child Loan Child Loan Child Loan Child Chil	Sub-Total M. Sources rv. Budget)	4.500,000 9.000,000 \$17,508,800 \$13,986,401 \$8,900	4,500,000 9,000,000 \$17,500,000 \$29,932,006 \$8,000	0 0 0 0 0 0 0	1.000%	40 40 40 MAX Dr	0.000% 1.000% 0.000% 1.000% 1.000% 0.000% 0.000% 0.000% To	N N Y	NA Debt Service	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	en da a	
31 32 33 34 35 36 37 38 39 41 42 43	CHEA Loan - Non-Bond Proceeds Specify Chief Loan Funds Other Public Funds Defend Developer Fee Other Amortising Debt Least File Other Amortising Debt Sterling Bridge Loan Coher Amortising Cheb Sterling Bridge Loan Coher Chemistry Chemistry GP Loan Total Commercial Cost (b Total Scenarios) Sources Sources Sources Sources	Sub-Total M. Sources rv. Budgetj ent Budget LESS Uses	4.500,000 9.000,000 \$17,506,800 \$19,966,401 \$8,800 \$2,966,901 \$17,408,500	4,500,000 9,000,000 \$17,500,000 \$29,922,000 \$29,922,000 \$29,922,000	0 0 0 0 0 0 0 0 0 0 0 5	1.000%	40 40 40 MAX Dr	0.000% 1.000% 0.000% 1.000% 1.000% 0.000% 0.000% 0.000% 0.000% To	N N Y zai Scheduled (Developer Bud \$2,52	NIA Debt Service Fee Per pet	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	one of the one	
21 32 33 34 35 36 27 38 41 42 43 44	CHEA Loan - Non-Bond Proceeds Other Public Funds: Other Public Funds: Other Public Funds: Other Amortsing Detar Other Amortsing Detar Seeling Bridge Load Other Amortsing Detar Seeling Bridge Load	Sub-Total L. Sources L. Sour	4,500,000 9,000,000 \$17,508,900 \$19,968,401 \$8,900 \$17,698,500 \$17,698,500	4,500,000 9,000,000 \$17,500,000 \$29,932,000 \$29,932,000 \$29,932,000 \$29,932,000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1.000%	40 40 40 MAX Dr	0.000% 1.000% 0.000% 1.000% 1.000% 0.000% 0.000% 0.000% 0.000% To	N N Y zai Scheduled (Developer Bud \$2,52	NIA Debt Service Fee Per pet	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	one did as	
21 32 33 34 35 36 37 38 41 42 43 44 45	CHEA Loan - Non-Bond Proceeds Child Loan Funds Child Loan Child Loan Child Loan Child Child Child Child Child Child Child Total Commercial Coat Total Commercial Child Total Commercial Child Chi	Sub-Total U. Sounces IV. Sudget ICESS Uses IXIX Sudget ICESS Uses IXIX Sudget IXIX Sudget	4,500,000 9,000,000 \$17,500,000 \$19,900,401 \$2,900,901 \$2,900,901 \$2,900,901 \$2,900,901 \$2,900,901 \$2,900,901 \$2,900,901 \$2,900,901 \$2,900,901 \$2,900,900	4,500,000 8,000,000 \$17,500,000 \$17,500,000 \$29,932,000 \$29,932,000 \$29,932,000 \$4,000 \$6,000 \$6,000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1,000% 1,000% 4,050% 4,050%	40 40 40 MAX Dr	0.000% 1.000% 0.000% 1.000% 1.000% 0.000% 0.000% 0.000% 0.000% To	N N Y zai Scheduled (Developer Bud \$2,52	NIA Debt Service Fee Per pet	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	one of the one	
21 22 33 34 35 36 37 38 41 42 43 44 45 47	CHEA Loan - Non-Bond Proceeds OH Loan Funding Other Public Funds. Other Public Funds. Other Amortising Chet Seating Chet Call Commercial Chet Total Commercial Chet Sounder GRANTS 2nd pany starces for which no requirement is With or without Interest june considered foruncing and interest chet (Line Chet) With or without Interest june considered foruncing and interest chet (Line Chet) With or without Interest june considered foruncing and interest chet (Line Chet)	Sub-Yotal M. Sounces IV. Budget; Budget it Budget to the Involved of the Coved Owner's	4.500,000 9.000,000 \$107,500,000 \$10,900,401 \$3,900 \$17,600,500 \$17,600 \$	4.500,000 9.000,000 \$17,500,000 \$29,932,000 \$29,932,000 \$29,932,000 \$29,932,000 \$29,932,000 \$20,932,0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1.000% 1.000% 4.050% ecured by a m	40 40 40 MAX Director	0.000% 1.000% 0.000% 1.000% 1.000% 0.000% 0.000% 0.000% Tol	N N V Developer Sud \$2,52	NA N	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	000 d d d d d d d d d d d d d d d d d d	
21 32 33 34 35 36 37 38 41 42 43 44 45 47 49	OHFA Loan - Non-Band Proceeds Other Anna Francis Other Public Funds: MMVR/Specify Other Public Funds: MMVR/Specify Other Annation Gletz Other Annation Gletz Other Annation Gletz Other Annation Gletz Series Gridge Loan GP Loan Total Genemacial Cost (D Total Genemacial Cos	Sub-Fotal M. Sounces v. Budget ent Budget LESS Uses expected or in build be sche oved Glanaria	4.500,000 9.000,000 \$17,500,000 \$19,906,401 \$8,900 \$17,600,500 \$17,600,500 quired from other so duled under the FRN duled under the FRN controlled to the controlled to the co	4,500,000 9,000,000 \$17,500,000 \$29,932,000 \$4,000 \$29,932,000 \$29,932,000 \$4,000 \$6,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1.000% 1.000% 4.050% ecured by a multy.	40 40 40 40 MAX Dispersion of the second of	0.000% 1.	N N Y Developer Bud \$2,52 partial or full re	NA Debt Service Fee Per cet 1/1/22 payment	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	000 d d d d d d d d d d d d d d d d d d	
21 32 33 34 35 36 37 38 41 42 43 44 45 47 49 51	GPFA Loan - Non-Bond Proceeds OH Loan Funds Other Public Funds Other Public Funds Other American Gets GP Loan Total Commercial Cest ID Total Commercial Cest ID Total Commercial Cest ID Sources GRANTS 3rd party sources for which no repayment is yell to the special good gets GRANTS 3rd party sources for which no repayment is yell to which a related to the special good gets GRANTS 3rd party sources for which no repayment is yell to be special from good good good good good good good go	Sub-Fotal M. Sounces v. Budget ent Budget LESS Uses expected or in build be sche oved Glanaria	4.500,000 9.000,000 \$17,500,000 \$19,906,401 \$8,900 \$17,600,500 \$17,600,500 quired from other so duled under the FRN duled under the FRN controlled to the controlled to the co	4,500,000 9,000,000 \$17,500,000 \$29,932,000 \$4,000 \$29,932,000 \$29,932,000 \$4,000 \$6,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1.000% 1.000% 4.050% ecured by a multi-	40 40 40 40 MAX Dispersion of the second of	0.000% 1.	N N Y Developer Bud \$2,52 partial or full re	NA Debt Service Fee Per cet 1/1/22 payment	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	one of the sec	
31 32 33 34 35 36 37 38 41 42 43 44 46 47 49	OHFA Loan - Non-Band Proceeds Other Anna Francis Other Public Funds: MMVR/Specify Other Public Funds: MMVR/Specify Other Annation Gletz Other Annation Gletz Other Annation Gletz Other Annation Gletz Series Gridge Loan GP Loan Total Genemacial Cost (D Total Genemacial Cos	Sub-Fotal M. Sounces v. Budget ent Budget LESS Uses expected or in build be sche oved Glanaria	4.500,000 9.000,000 \$17,500,000 \$19,906,401 \$8,900 \$17,600,500 \$17,600,500 quired from other so duled under the FRN duled under the FRN controlled to the controlled to the co	4,500,000 9,000,000 \$17,500,000 \$29,932,000 \$4,000 \$29,932,000 \$29,932,000 \$4,000 \$6,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,000 \$4,0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1.000% 1.000% 4.050% ecured by a multi-	40 40 40 40 MAX Dispersion of the second of	0.000% 1.	N N Y Developer Bud \$2,52 partial or full re	NA Debt Service Fee Per cet 1/1/22 payment	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	one of the sec	
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1AD360-FSS-01/Glendower/Development Foldent/Westville Manor/Financing/Budget/Westville Phase 2 Consolidated Application Workbook 2016.3 initial draft \ Sources of Funds

EXHIBIT C-2, cont.

CHFA DOH CONSOLIDATED APPLICATION

Exhibit 6.3.a - DEVELOPMENT BUDGET

CONNECTICET

Version 2018.3 Submission Date: October 17, 2019

FUNDING PERMANENT FUNDING INFORMATION TAX CREDIT ELIGIBLE BASIS TAX-EXEMPT BOND BASIS 4 % LIHTC Net DOH Loan Funding Other Public Funds: Permanent Budget To be Completed by spendent Tax Professi Other Amortizing Debt 70% NPV - 9% or 30% 30% NPV - 4% Exist Construction Budge (Financing) MTW[Specify] Hunt EHA NPV - 4% (New / **Building Acquis** Rehab.) Credit aing the Attestment Lette \$12,432,006 \$4,000,000 \$4,500,000 \$9,000,000 SITE & IMPROVEMENTS (Div. 2-16) Hard Costs GENERAL REQUIREMENTS (Max. Allowable 6%) 4,825,000 BUILDERS OVERHEAD (Max. Allowable 2%) 938,470 835,238 BUILDERS PROFITIGMP FEES (Max. Allowable 6%) BOND PREMIUM / L.O.C. COST BUILDING PERMITS and OTHER DEVELOPMENT FEES 1,811,400 8,198,995 4,825,000 CONSTRUCTION (Project Cost Summary) Sub-Total COMMERCIAL CONSTRUCTION 20,542,700 COMMERCIAL CONSTRUCTION CONTINGENCY Other: General Requirements Other: GMP Fees Other: Permit CONSTRUCTION CONTINGENCY (10% Max) (% Const. >) 8,198,995 ARCHITECT - Design ARCHITECT - Contract Admin (Min. 35%) (% Contract >) 922,884 890,522 348,520 876,980 890,522 348,520 ENGINEERING (CW+Site / Structural / Mechanical / Geo-Technical / Etc.) SURVEYS (A-2: Exist. Conditions and As-Built) Other: Special Inspections 195,000 221,800 48,000 Other: Code Compliance Other: Construction Administration 28 000 50,000 47,493 50,000 47,493 365,996 Other: Soil Management Plan ARCHITECTURAL and ENGINEERING 1,901,535 9.3% INTEREST (CHFA) CHFA LOAN ORIG. / COMMIT. FEE #DN/IOI NIA 519.202 NTEREST - Bridge Loan PEES - Bridge Loan R. E. TAXES / PILOTS - Const. Period + ____ Months Lease Up 38,000 38,000 38,000 INSURANCE (Business Rose / Linksby / Hazard) UTILITIES - Const. Period 125,000 125,000 125,000 Negative Arbitrage on Bonds (If Applic.) Credit Enhancement Premium (HUD or Private Perm. Mortg. Insur.) Cost of Bond Issuance 200,000 272,450 10,000 CHFA CONSTRUCTION OBSERVATION _ Weeks @ E_ FINANCE and INTERIM COSTS 1,064,732 973,000 LEGAL COUNSEL - Real Estate (Closing Docs and Title Work) CHFA EXTERNAL LEGAL COUNSEL TITLE INSUR PREMIUMS and RECORDING COSTS 110,000 110,000 36,636 TITLE INSIGE PROBLEMED AND RECOVERACIONS COSTS
APPRAISALS / MARKET STUDY (CIGHA / LINTC Required)
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LEAGE UP & MARKET STUDY (CIGHA / LINTC Required)
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VAD360-FSS-01/Glendower/Development Folders/Westville Manor/Financing/Budgeff/Westville Phase 2 Consolidated Application Workbook 2018.3 initial draft \ DEVBGT

1 of 3

EXHIBIT C-2, cont.

CHFA DOH CONSOLIDATED APPLICATION

COMPOSITION OF Exhibit 6.3.a - DEVELOPMENT BUDGET Submission Date: October 17, 2019 DEVELOPMENT NAME APPLICANT The Glendower Group, inc. PERMANENT FUNDING INFORMATION FUNDING NEORMATIO TAX CREDIT ELIGIBLE BASIS TAX-EXEMPT BOND BASIS 4 % LIHTC Net DOH Loan Funding 70% NPV - 9% or 30% 30% NPV - 4% Exect To be Completed by spendent Tax Professi (Applicant) Proceeds (Financing)

VAD360-FSS-01/Glendower/Development Folders/Westville Manor/Financing/Budget/Westville Phase 2 Consolidated Application Workbook 2018.3 initial draft \ DEVBGT

2 of 3

Hunt EHA

Other Public Funds:

MTW[Specify]

CHFA DOH CONSOLIDATED APPLICATION

(constal

Exhibit 6.3.a - DEVELOPMENT BUDGET



Rehab.)

Version 2018.3 Submission Date:

Credit

issuing the Attestment Lette

\$12,432,00

October 17, 2019 DEVELOPMENT NAME APPLICANT PERMANENT FUNDING INFORMATION FUNDING TAX CREDIT ELIGIBLE BASIS TAX-EXEMPT BOND BASIS Permanent Budget 70% NPV - 9% or 30% 30% NPV - 4% Exist To be Completed by pendent Tax Professi Construction Budget NPV - 4% (New) **Building Acquisition** Rehab.) Credit issuing the Attestment Lette

4 % LIHTC Net DOH Loan Funding Other Public Funds: Other Amortizing Deb (Financing) MTW[Specify] Hunt EHA \$12,432,006 \$4,000,000 \$4,500,000 \$9,000,000 CHFA Operating Reserve Capital / Replacement 647,050 193,000 Syndicator Reserve Working Capital Deposit (Non-Profit Only) NA NA Other:Sec. 8 Overhang Reserve CAPITALIZED RESERVES RECOGNIZED LENDING COSTS 2,103,651 29,638,758 26,153,530 4,825,000 14,176,934 2.000,000 9,650,880 Entity Organizational and Legal Syndicator Fees / Commissions 46,000 146,000 23,636 Equity Bridge Loan Interest and Fees Tax Opinion and Entity Accounting CHFA Tax Credit Fee (8% Ann. Credit) 0.1% 112,000 N/A NIA 125,000 CHFA LIHTC Applic. Fee (\$1,000) and/or Historic Credit Applic. Fee 110,507 250 250 NA N/A 250 Other: ENTITY and SYNDICATION COSTS / OTHER 193,250 293,250 CONSTRUCTION LOAN PAYDOWNS (if applicable) N/A N/A NIA. NA MA 2,200,901 29,924,000 26,153,530 14,484,006 4,825,000 2,000,000 9,650,000 TOTAL COMMERCIAL USES TOTAL DEVELOPMENT COST 2,296,981 29,932,000 26,153,530 10.97% 58% TEST CALC.

Aggregate Basis Financed with TEB

Name & Tide	Date		
Company			
	Official Use Only		
	Budget Period:	From:	10:
		Revision #:	Reason for Revision:

VAD368-FSS-01/Glendower/Development Folders/Westville Manor/Financing/Budget/Westville Phase 2 Consolidated Application Workbook 2018.3 initial draft \ DEVBGT

3 of 3

EXHIBIT D

Development Schedule

Westville Manor Phase 1

101 1 11450 1	
	Anticipated Completion Date
100% drawings	12/31/2024
Closing & Transfer of Property	2/12/2026
Construction Start	2/13/2026
Completion of Construction	5/6/2027
Lease-up	Periodic as scattered sites
Sustaining Occupancy	6/1/2027
Proforma Stabilized Year	2028
LIHTC Placed-In-Service Date	7/30/2027

Westville Manor Phase II

nor r muse ii	
	Anticipated Completion Date
100% drawings	12/31/2024
Closing & Transfer of Property	8/17/2026
Construction Start	8/18/2027
Completion of Construction	3/1/2028
Lease-up	Periodic as scattered site
Sustaining Occupancy	5/1/2028
Proforma Stabilized Year	2029
LIHTC Placed-In-Service Date	7/30/2028

EXHIBIT E

Infrastructure Plan

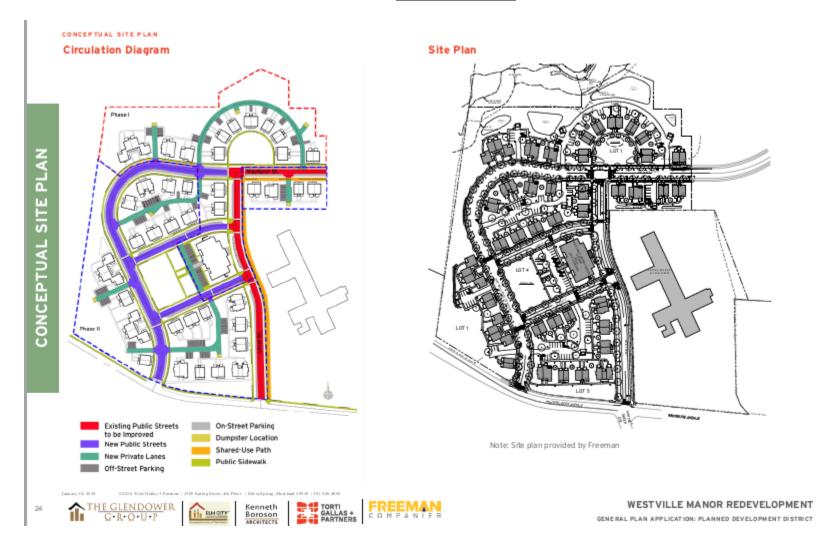


EXHIBIT F Section 3, EEO, MBE/WBE Requirements



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

	SECTION UTILIZATION/SE	SCHEDULE 3/MBE/WBE CTION 3/MING HIRING PLA	CONTRACT ORITY AND WO	OMEN	
	(TO BE COMP	LETED BY PR	IME CONTRAC	TOR)	
BID DOCUMENT OF	R RFP OR PURCHASE O	ORDER NO:			
	R RFP TITLE:				
FEDERAL TAX IDE	NTIFICATION OR SOCI	IAL SECURITY	NO:		—
PRIME CONTRACT	OR NAME(S):				_
ADDRESS		CITY	STATE	ZIP	_
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Karen DuBois – Walton, Ph.D. Executive Director Housing Authority of the City of New Haven 360 Orange Street, New Haven, CT 06511 Phone: 203.498.8800 Fax 203.497.8510

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

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

Subcontracting Opportunities:

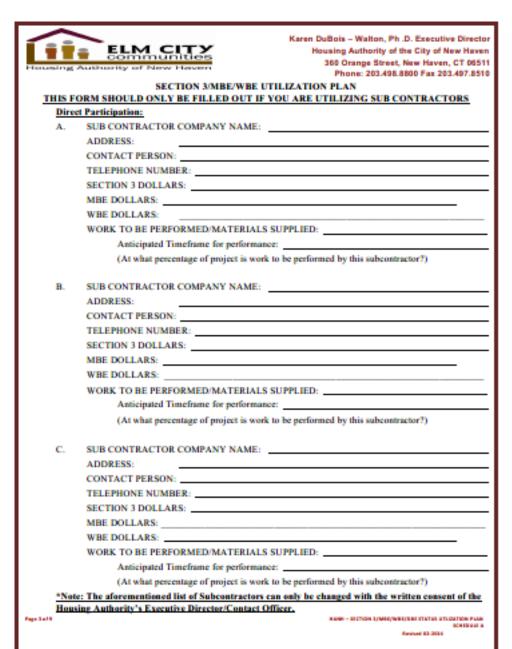
- A. All contractors must seek to satisfy the numerical goal that at least 10 percent, of the total dollar value amount of all contract awards for building trades, maintenance, repair, modernization, or development work, or for building trades work arising in connection with housing rehabilitation, housing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

The Contractor shall in determining the manner of Section 3/MBE/WBE/DBE participation, first consider involvement with Section 3/MBE/WBE/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. Section 3/MBE/WBE/DBE utilized for direct or indirect participation must be currently certified by one of the following agencies: Greater New England Minority Supplier Development Council, State of Connecticut Department of Administrative Services, State of Connecticut Department of 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:

Page 2 of 9

NAME - SECTION SYMBOLY WELFORD STATUS STATUS STATUS FAMOUR AS SCHOOL OF

Revised 83-2016





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

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

Hiring/Workfor ce Requirements:

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

SECTION 3 WORKFORCE AND NEW HIRES

Trainees and Apprentices

	CURRENT	TRAINERS & A	PP REMINCES	MAJEMUM PROJECTED TRAINEIS & APPRINTICES				
CLASSFICATION	TOTAL	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #		

Skilled Workers

	CUBRE	ON CELLED W	OMERS	MAXIMUM PROJECTED STELLED WORKERS				
CLASSFICATION	TOTAL	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #		

Unskilled Labor

NAME OF ACCUPANT							
	cues	INT UNSKILLE	LABOR.	MAJEMUM PROJECTED UN SELLIED LABOR			
CLASSFIC ATTON	TOTAL	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #	
Unskille d Labor							
Security							

(Attach additional sheets, if necessary)

Page 6 a FB

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Housing Authority of P	nuniti	05	н	Hous	ing Authority O Orange St	y of the City reet, New Ha	cutive Director of New Haven ven, CT 06511 x 203,497,8510		
□ Tenant Association									
Local Newspaper Posters: Identify	Specify: Local Newspapers: Specify Posters: Identify location Labor Unions and apprentice programs								
☐ HANH's Departs Residents.	ment of Re	esident Servic							
☐ The Authority's of Other: Specify		pioyment re ac	liness progra	n and joe	placement as	sistance progr	im.		
MINORITY AND WON Traine es and Apprentic		KFORCE A	ND NEW H	IRES					
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				-					
l									
Skilled Workers							ı		
CLASSFICATION	CUBBE	DAT SHELLED W	COMMENS	MARMUM PROJECTED SIGNAED WORKERS (House)					
California de Ca	TOTAL	Minorites	Women.	TOTAL	Minorities	Women.			
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Unskilled Labor									
CLASSFICATION	cues	DAT UDBSKILLER	D LABOR	MAXEMU	M PROJECTEE LABOR (Hose				
	TOTAL #	Minorities #	Women. #	TOTAL	Minorities #	Women.			
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Augustu 18					ulien – S ECTS CHI S/M	Best and 60 C	IS UTLEDATION PLAN S CHEDULE A. N 146		

Humaing	ELM CITY communities	Karen DuBois – Walton, Ph. D. Executive Director Housing Authority of the City of New Haven 360 Orange Street, New Haven, CT 06511 Phone: 203.498.8800 Fax 203.497.8510
We will utilize	e 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 The Authority's existing employment readiness prother: Specify	f interested minorities and women.
Page Salt		HANN - SECTION LYMES/WELFORS STATUS STUDISTICS FLAN SCHEDUSE A Revised \$3,000.6



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

SECTION 3 COMPLIANCE REQUIREMENTS

- A. Our Company will seek to direct its best effort to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of assistance provided under this contract to Section 3 Residents in the following order of priority.
- Category I 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;
- Category 3 Residents: Participants in HUD Youthbuild programs carried out in the New Haven
 - Meriden metropolitan area;
- 4. Category 4 Residents: Other low-income families or persons who reside in the New Haven—Meriden metropolitan area and whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller or larger families. The Secretary of HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of their findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.
- B. Our Company will seek to direct its efforts to award subcontracts, to the greatest extent feasible, to Section 3 Business concerns, in the following order of priority.
- Category 1 Businesses: Business concerns that are 51 percent or more owned by Category 1
 Residents who resides in a HANH Public Housing unit.
- Category 2 Businesses: Business concerns whose full-time, permanent workforce includes 30 percent of Section 3 income eligible persons as employees;
- 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.

Page 7 of 9

HANK - SECTION SYMBE/WELFORE STATUS STUDIES PLAN SCHOOLS A

Revised 83-2616



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

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

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

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

Page 8 of 9

HANN - OFCTION SYMMEYWRIJDER STATUS UTLICATION PLAN SCHEDUS A

Revised 83-2016



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

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

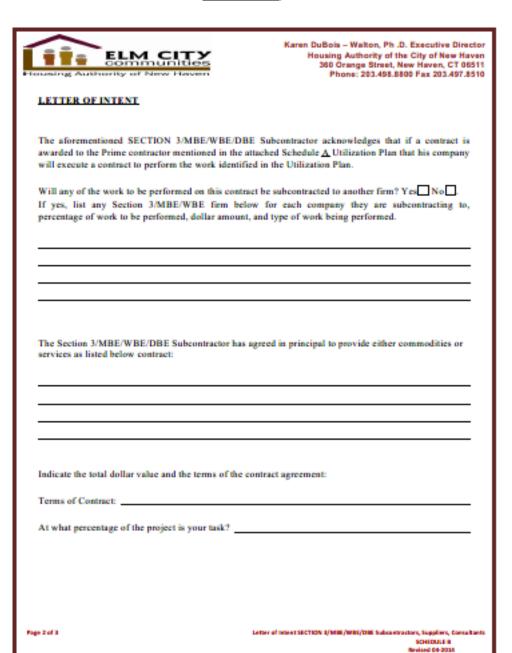
NAME OF PRIME CONTR (PRINT OR TYPE)	ACTOR:	
SIGNATURE OF AUTHOR	IZED OFFICER:	
DATE:		
NAME OF AFFIANT:		
	NOTARY STATEMENT	
State of Connecticut		
County of	ss. City in the year 20	
On this theday of	in the year 20	
The above signed Officer_	(NAME OF AFFIANT)	
	ng duly sworn, did execute the foregoing affidavit and did so as her or	
In Witness whereof, I hereu	nto set my hand and official seal:	
	(NOTARY SEAL)
(NOTARY PUBLIC SIGN	ATURE)	
My commission Expires: _		
	HANK - SECTION SYMBOL/WESTERS STATE	H STUDITION PLAN SCHIRGER A
	Revisal ID	



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

SCHEDULE B Letter of Intent from SECTION 3/MBE/WBE/DBE Subcontractors, Suppliers, Consultants TO: ELM CITY COMMUNITIES - HOUSING AUTHORITY OF NEW HAVEN (HANH) PROCUREMENT DEPARTMENT - CONTRACT LABOR COMPLIANCE FROM: SEC.3 MBE WBE DBE (NAME OF SUBCONTRACTOR -MBE/WBE/DBE COMPANY) (Circle status) GENDER: M F FEIN: ETHNICITY: 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: Page 1 of 3

Letter of Intent SECTION I/MIR/WIR/DIR Subcontractors, Suppliers, Consultant SCHEDULE B Revised 69-2016





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

Revised 04-2016

AFFIDAVIT

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

Elm City Communities - Housing Authority of New Haven, (HANH)

LaVonta Bryant

Director of Procurement

360 Orange Street – 3rd Floor

New Haven, CT 06511

(203) 498-8800 Extension 1200

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

NAME OF SECTION 3/MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER: (PRINT OR TYPE) (SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) (DATE) NOTARY STATEMENT State of Connecticut ss. City: County of On this the day of____ in the year 20 The above signed Officer (NAME OF AFILANT) Personally known, who, being duly swom, 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 SEAL) (NOTARY PUBLIC SIGNATURE) My Commission Expires: ___ Letter of Intent SECTION 1/MIE/WIE/DIE Subcontractors, Suppliers, Consultants SCHEDULE B



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

SCHEDULE C BIDDERS/PROPOSERS SECTION 3/MBE/WBE/DBE Compliance Affidavit for Schedule A as a respondent to HANH's Bid Document Specification Number do hereby affirm that I understand and fully support the policy and regulations set forth in the attached SECTION 3/MBE/WBE/DBE Utilization Plan, (hereafter referred to as the Policy). Given that a contract awarded for work under this bid document specification will be issued subject to an amount not currently available, I understand that my SECTION 3/MBE/WBE/DBE Utilization Plan, including the attached Schedule A and B(s) is subject to amendment to reflect actual subcontract amounts to the listed subcontractors. Based upon the total dollar amount of the contract, I agree to fully comply with the minimum participation goals as outlined in HANH's Equal Opportunity Policy for SECTION 3/MBE/WBE/DBE Utilization and to the following reporting requirements: 1. To submit within Five (5) days of issuance of contract, copies of all resulting subcontract agreements with the certified SECTION 3/MBE, WBE AND DBE firms whom were listed on the original Schedule A and Bs, and 2. To submit on a monthly basis an updated Schedule D - Status Report of SECTION 3/MBE/WBE/DBE Subcontractor/Supplier Payments attaching appropriate documentation (waivers of lien and copies of canceled checks) to evidence payments to the subcontractors as agreed to on the approved SECTION 3 /MBE/WBE/DBE Utilization Plan covering this work project. I further understand that any change made to the approved SECTION 3/MBE/WBE/DBE Utilization Plan does require the approval of the Contract Officer. Additional firms will be allowed consistent with standards outlined in the Policy. Substitution of firms will only be considered consistent with provisions as stated in HANH'S SECTION 3 /MBE/WBEDBE Utilization Policy. ACKNOWLEDGEMENT: Authorized Principal or Agent Signature Date APPROVED: Director of Procurement Date

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BIODERS/PROPOSIES SECTION I/MIRE/WRI/DRI Compliance Affidant SCHIDULE C Revised 2-2015



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

"Section 3 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:

	I PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	# PERSON
EXTREMELY LOW (30%) INCOME LIMITS	17,500	20,000	22,586	25,600	28,410	32,570	36,730	40,590
VERY LOW (58%) INCOME LIMITS	29,200	33,400	37,550	41,700	45,850	48,400	51,750	55,850
LOW (80%) INCOME LIMITS	46,100	52,650	59,250	65,800	71,100	76,350	81,600	\$6,900

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

Page 1 of 3

SECTIONS/MBE/WBE/NEW HIRE REPORT Revised March 2015



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

How can businesses find Section 3 residents?

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

Section 3 New Hire report instructions:

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

Page 2 of 3

SECTIONS/MBE/WBE/NEW HIRE REPORT Revised March 2015

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Page 2 of 3													/MBE/WBE/NE Warsh 2015	WHIREREPORT





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

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CONTRACTOR/VENDOR CURRENT WORKFORCE ANALYSIS
Revised 03-2014





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

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CONTRACTOR/VENDOR CURRENT WORKFORCE ANALYSIS

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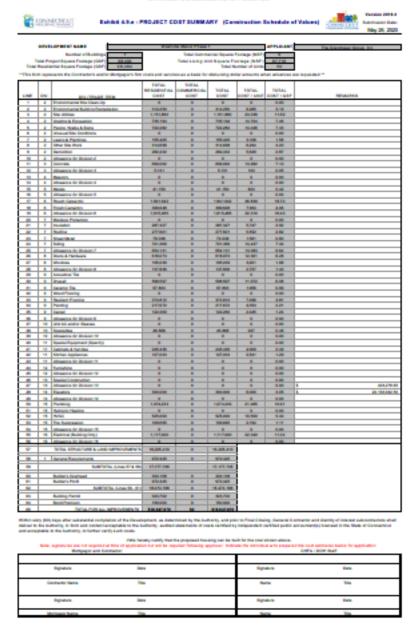
ECHEBULE D STATUS REPORT LOG FOR ALL SUBCONTRACTORS INCLUDING SECTION SYMBE/WEE SUBCONTRACTOR/SUPPLIER PAYMENTS

ests and MEST be completed and submitted with appropriate supporting documentation. (Waivers And Copies of Canceled Checks) Monthly to: Ein City Communities - Hoosing Authority of New Haren La Vista Beyant, Desired of Procurement 368 Change Street - 2nd Floor, New Haren, CT 96511 PROJECT NAME: HAND PROJECT 8: Provide the following information for each contracting party including the Contractor and Subcontractor regardless of tier* Attack additional short if necessary Total Contract And Expended to Date % of the work resployed Business Category by Percentage of Contract Expended to date REQ Dellar And Name of Trade Ownership Type Livense Info** Full Name of Business Address, City, State & ZIP Tel. / Fax No. EIN Number In connection with the above referenced contract, I hereby declary and affirm under practics of prejury that I can the and duly authorized Representative of Constraint of

EXHIBIT G

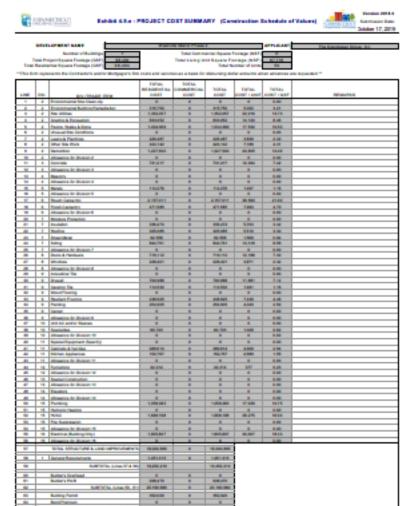
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EXHIBIT H

Minimum Performance Level

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

PERFORMANCE STANDARDS

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

OUANTATIVE 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.
 - Vacancy loss is calculated in accordance with HUD PHAS standards.
 - 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.
 - Measured as the number of days between move-out of one resident and the movein of the next resident to the vacant apartment. (lease end to lease start)
- d) RentCollection Uncollected Rentnottoexceed 5%.
 - 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.
 - 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.
 - 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.
 - 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
 - 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
 - The Owner shall complete annual unit inspections 100% of the Section 8 units (HQS standard).
- k) Reporting Requirements
 - The Owner will provide an Annual Audit and Monthly Narrative Report and Financial Report to HANH.
- Annual Audit
 - i. Annual Audited Financial Statements will be provided to HANH by the owner, with the following conditions:
 - The Audit is due to the Owner 120 days after the end of each fiscal year.
 - The Audit must be prepared in accordance with generally accepted accounting principles (GAAP)
 - 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
 - The Monthly Narrative Report will detail a summary of property operations, including:
 - Summary of move-in and move-out activity, compared to prior month and the comparable quarter in the preceding fiscal year.
 - Vacancy Report, by unit size, type and income categories, including number of days vacant.
 - Waiting List Report, including the number of families on the waiting list for each unit size, type and income category.
 - Share Transfer Account Activity, including total accounts receivable, total cash balance, quarterly income, quarterly new loans and delinquent accounts.
 - 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:
 - The Monthly Financial Report will include the following:
 - 1.<u>Itemized Report of Income and Expense on Accrual Basis</u>, 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 <u>Surplus Cash</u>, 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.