

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation (if applicable)
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: FEBRUARY 6, 2023

Meeting Submitted For: FEBRUARY 21, 2023

Regular or Suspension Agenda: REGULAR

Submitted By: ARLEVIA T. SAMUEL, EXECUTIVE DIRECTOR

Title of Legislation:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF NEW HAVEN, THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND GLENDOWER MCCONAUGHY TERRACE 9% LLC AND GLENDOWER MCCONAUGHY TERRACE 4% LLC, WITH RESPECT TO THE REDEVELOPMENT OF THE MCCONAUGHY TERRACE 2 SOUTH GENESEE STREET AND 436 VALLEY STREET, NEW HAVEN, CONNECTICUT (MCCONAUGHY TERRACE); AND

DESIGNATING 2 SOUTH GENESEE STREET AND 436 VALLEY STREET 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

Comments: _____

Coordinator's Signature:

DocuSigned by:

F3D7BA6DA136449

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

Call (203) 946-7670 or email bmONTALVO@newhavenct.gov with any questions.



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



Arlevia T. Samuel
Executive Director

February 6, 2023

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 APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF NEW HAVEN, THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC., AND GLENDOWER MCCONAUGHY TERRACE 9% LLC AND GLENDOWER MCCONAUGHY TERRACE 4% LLC, WITH RESPECT TO THE REDEVELOPMENT OF THE MCCONAUGHY TERRACE 2 SOUTH GENESEE STREET AND 436 VALLEY STREET, NEW HAVEN, CONNECTICUT (MCCONAUGHY TERRACE); AND

DESIGNATING 2 SOUTH GENESEE STREET AND 436 VALLEY STREET 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 McConaughy Terrace located in the City of New Haven, Connecticut. Glendower Group Inc. and Glendower McConaughy Terrace 9% LLC and Glendower McConaughy Terrace 4% 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.

DocuSigned by:
Respectfully submitted,
062C85BB66C14CF...

Arlevia T. Samuel
Executive Director

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF NEW HAVEN, THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND GLENDOWER MCCONAUGHY TERRACE 9% LLC AND GLENDOWER MCCONAUGHY TERRACE 4% LLC, WITH RESPECT TO THE REDEVELOPMENT OF THE MCCONAUGHY TERRACE 2 SOUTH GENESEE STREET AND 436 VALLEY STREET, NEW HAVEN, CONNECTICUT (MCCONAUGHY TERRACE); AND

DESIGNATING 2 SOUTH GENESEE STREET AND 436 VALLEY STREET 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

WHEREAS, the Housing Authority of the City of New Haven (“HANH”), Glendower Group Inc. (“Developer”) and Glendower McConaughy Terrace 9% LLC and Glendower McConaughy Terrace 4% LLC (the “Owner”) have begun to implement plans to redevelop McConaughy Terrace located at 2 South Genesee Street and 436 Valley Street, New Haven, Connecticut (the “McConaughy Terrace”) using funds received from the United States Department of Housing and Urban Development, together with other funding sources; and

WHEREAS, pursuant to such revitalization effort, the Developer has been selected to carry out the rehabilitation of that certain public housing redevelopment known as McConaughy Terrace (the “Project”) which Project involves the ownership, operation, management, reconstruction, and maintenance of the development property; and

WHEREAS, the Developer has submitted that certain “City Cooperation Agreement By and Among The City of New Haven, Housing Authority of the City of New Haven, The Glendower Group, Inc., And Glendower McConaughy Terrace 9% LLC and Glendower McConaughy Terrace 4% LLC, with respect to the redevelopment of the McConaughy Terrace located at 2 South Genesee Street and 436 Valley Street, New Haven, Connecticut” (the “Cooperation Agreement”) between the City of New Haven, HANH, Owner 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; and

WHEREAS, the Connecticut City and Town Development Act, C.G.S. §7-480 *et seq.*, (the “Act”) authorizes the legislative body of a municipality to designate any real property located within the City to be Development Property for the purposes of the Act and to grant tax exemption to any Development Property for limited times; and

WHEREAS, the purposes of the Act include assisting in the construction of housing within the City of New Haven; 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 Alders enter into an agreement whereby real property is exempted from all or any portion of municipal property taxes or

which provides for a payment or payments in lieu of taxes, provided that any such agreement does not remain in effect for a period greater than thirty nine (39) years; and

WHEREAS, pursuant to Section 28-4 of the City of New Haven Code of Ordinances the Cooperation Agreement allows for a tax agreement commencing on the issuance of the Certificate of Occupancy and continuing for thirty-nine (39) years; and

WHEREAS, the City of New Haven, HANH, Owner and the Developer propose to execute the Cooperation Agreement, copies of which are attached hereto and incorporated herein by reference; and

NOW THEREFORE, IT IS ORDERED by the Board of Alders of the City of New Haven that the property at 2 South Genesee Street and 436 Valley Street, New Haven, Connecticut, as more particularly described in the Cooperation Agreement, is designated Development Property within the meaning of the Connecticut City and Town Development Act, § 7-482(d); and that the Project is within the purposes of the Act, §7-482(k); and that the Development Property is eligible for tax exemption pursuant to §7-498 of the Act.

IT IS FURTHER ORDERED, the Board of Alders of the City of New Haven approves the Cooperation Agreement in substantially the form submitted with this Order; and that the tax agreements included in the Cooperation Agreement are approved;

It IS FURTHER ORDERED that the Mayor of the City of New Haven is authorized to execute the Cooperation Agreement in substantially the form submitted , containing the tax agreements, on behalf of the City of New Haven, and the City-Town Clerk of the City of New Haven is authorized and directed to impress and attest the official seal of the City of New Haven upon the Cooperation Agreement.

FURTHER, the Mayor is hereby authorized and empowered to execute, acknowledge, and deliver any and all other 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 and this Order.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD # 30

DATE: **February 6, 2023**

FROM: Department/Office LCI
Person Arlevia T. Samuel Telephone 8274

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders soon:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF NEW HAVEN, THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND GLENDOWER MCCONAUGHY TERRACE 9% LLC AND GLENDOWER MCCONAUGHY TERRACE 4% LLC, WITH RESPECT TO THE REDEVELOPMENT OF THE MCCONAUGHY TERRACE 2 SOUTH GENESEE STREET AND 436 VALLEY STREET, NEW HAVEN, CONNECTICUT (MCCONAUGHY TERRACE); AND

DESIGNATING 2 SOUTH GENESEE STREET AND 436 VALLEY STREET 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

☐ Democrat

☐ Republican

☐ Unaffiliated/Independent/Other _____

FISCAL IMPACT STATEMENT

DATE:	FEBRUARY 5, 2023		
FROM (Dept.):	LCI		
CONTACT:	CATHY SCHROETER, DEPUTY DIRECTOR	PHONE	8274

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF NEW HAVEN, THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND GLENDOWER MCCONAUGHY TERRACE 9% LLC AND GLENDOWER MCCONAUGHY TERRACE 4% LLC, WITH RESPECT TO THE REDEVELOPMENT OF THE MCCONAUGHY TERRACE 2 SOUTH GENESEE STREET AND 436 VALLEY STREET, NEW HAVEN, CONNECTICUT (MCCONAUGHY TERRACE); AND

DESIGNATING 2 SOUTH GENESEE STREET AND 436 VALLEY STREET 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

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 CODE
	GENERAL	SPECIAL	BOND	
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time				
3. Annual				

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

NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>

1. One-time

2. Annual TAX

A. Affordable Units - 196

X \$400.00 = 78,400 with a 3% per annum increase over 39 years

**B. Market Rate – 26 MR Units
at standard tax rate**

Other Comments:

CITY COOPERATION AGREEMENT
BY AND AMONG
CITY OF NEW HAVEN,
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN,
THE GLENDOWER GROUP, INC.,
GLENDOWER MCCONAUGHY TERRACE 9% LLC
AND
GLENDOWER MCCONAUGHY TERRACE 4% LLC

WITH RESPECT TO
MCCONAUGHY TERRACE
2 SOUTH GENESEE STREET, NEW HAVEN, CONNECTICUT
AND
436 VALLEY STREET, NEW HAVEN, CONNECTICUT

DATED AS OF _____, 202__

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[TO BE UPDATED]

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A	The Redevelopment Site	Recital
B	Unit Mix by Phase	Recital
C	Site Plan	2.01
D	Sources and Uses Statement	
E	Development Schedule	5.04
F	Section 3, EEO, MBE/WBE Requirements	5.07
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CITY COOPERATION AGREEMENT

THIS CITY COOPERATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 202_, and is effective _____, 202_, by and among the City of New Haven, a municipal corporation organized and existing pursuant to Connecticut General Statutes, with a chief executive office located at 165 Church Street, New Haven, Connecticut 06510 (the "City"), the Housing Authority of the City of New Haven, a public body corporate and politic organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 ("HANH"), The Glendower Group, Inc., a Connecticut non-stock non-profit corporation with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06511 ("Glendower Group" or the "Developer"), and Glendower McConaughy Terrace 9% LLC, a Connecticut limited liability company with an office located at 360 Orange Street, New Haven, Connecticut 06511 ("GMT 9%"), and Glendower McConaughy Terrace 4% LLC, a Connecticut limited liability company with an office located at 360 Orange Street, New Haven, Connecticut 06511 ("GMT 4%"; GMT 4% and GMT 9% are each an "Owner" and, together, the "Owners").

W I T N E S S E T H :

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

WHEREAS, Developer has executed a Memorandum of Agreement ("MOA") with HANH to carry out the redevelopment of the HANH owned development known as "McConaughy Terrace", which consists of the real property and improvements thereon located at 2 South Genesee Street, New Haven, Connecticut (the "Genesee Site ") and 436 Valley Street, New Haven, Connecticut (the "'Valley Site" and, together with the Genesee Site are, the "Redevelopment Site"), all as more particularly described in Exhibit A; and

WHEREAS, Developer and HANH have agreed that the Redevelopment Site will be redeveloped in two (2) phases (the "Phases") and it will consist of an aggregate of two hundred twenty-two (222) residential units, of which one hundred ninety-six (196) units will be Rental Assistance Demonstration Program Based Voucher Units ("RAD Units"), and twenty-six (26) units will be market-rate units, all subject to a two-phased unit mix as set forth in Exhibit B attached hereto, or as Developer and HANH shall mutually determine appropriate (the "Project"). The RAD Units shall all be operated and maintained as qualified low-income units under Section 42 of the Internal Revenue Code of 1986, as amended ("Section 42"), for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42); and

WHEREAS, a site plan of the Project to be located on the Redevelopment Site is attached hereto at Exhibit C (the "Site Plan"); and

WHEREAS, to effectuate the first phase of the Project, Developer formed GMT 9% as the single purpose entity which will, by a ground lease of up to ninety-eight (98) years, lease the Valley Site and own the improvements on the real property comprising the Valley Site; and

WHEREAS, to effectuate the second phase of the Project, Developer formed GMT 4% as the single purpose entity which will, by a ground lease of up to ninety-eight (98) years, lease the Genesee Site and own the improvements on the real property comprising the Genesee Site; and

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

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

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

WHEREAS, the City, HANH, the Owners, and the 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 "ACC Units" means units that are the subject of a Mixed-Finance ACC Amendment between the U.S. Department of Housing and Urban Development and HANH.

1.02 "Affordable Housing" shall mean housing that satisfies the definitions set forth in Section 1.19 of this Agreement.

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

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

1.05 "Authorized Representative" shall mean, (a) for Developer, Karen DuBois-Walton and/or such other persons as may be appointed by Developer from time to time, (b) for

the City, the Economic Development Administrator of the City, and/or such other persons as may be appointed by the City from time to time, (c) for HANH, Karen DuBois-Walton, and/or such other persons as may be appointed by HANH from time to time, (d) for GMT 9%, Karen DuBois-Walton and/or such other persons as may be appointed by GMT 9% from time to time, and (e) for GMT 4%, Karen DuBois-Walton, and/or such other persons as may be appointed by GMT 4% from time to time. The Authorized Representative shall be authorized to act on behalf of the party he or she represents, and the other parties shall be entitled to rely on such authorization.

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

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

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

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

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

1.11 "Development Entity" shall have the meaning set forth in Section 7.01 and shall include, without limitation, GMT 9% and GMT 4%.

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

1.13 "Force Majeure" shall mean any of the following: (a) Acts of God; (b) strikes, lockouts or other substantial labor disputes, (c) shortages of materials not within the reasonable control of the Developer or a Development Entity; (d) explosion, sabotage, riot or civil commotion; (e) fires or other casualties, floods, epidemics, pandemics, quarantines, restrictions, freight embargoes and extreme weather conditions; (f) delays occasioned by the or the City or other governmental authorities whose approval is required, not due to the fault or neglect of the Developer 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 the Redevelopment Site, 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.

1.14 "Ground Lease" shall mean each of the ground lease agreements by and between HANH and GMT 9% and HANH and GMT 4%, pursuant to which HANH will lease to GMT

9% and to GMT 4% the Valley Site and the Genesee Site, respectively. Each of the Owners will cause a notice of ground lease (each, a "Notice of Ground Lease") evidencing its Ground Lease to be recorded on the Land Records of the City of New Haven.

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

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

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

1.18 "Market Rate Units" means twenty-six (26) rental units, collectively and each as applicable that are considered Market Rate and are not a RAD Unit, an ACC Unit, a Section 8 PBV Unit, a Tax Credit Unit or a Section 8-39a Unit.

1.19 "Other Project Default" shall mean a default by Developer (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.

1.20 "Phase" shall mean each of the two (2) phases for development to be constructed consecutively.

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

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

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

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

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

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

1.27 "State" shall mean the State of Connecticut.

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

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

ARTICLE II

FINANCIAL

2.01 Project Financing.

The Sources and Uses Statement attached as Exhibit D provides the Developer's best estimate at this time of the anticipated sources of financing for the Project. Said financing is subject to the Developer's determination of reasonable financing terms and subject to the approval of HANH and HUD.

ARTICLE III

TAX AGREEMENTS

3.01 Rental Units.

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

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

(iii) Upon the expiration of the Construction Period, the annual sum payable with respect to the Affordable Units during the Tax Agreement Period shall be determined by multiplying the number of Affordable Units by the sum of Four Hundred And No/100 Dollars (\$400.00) (the "Base Rate"), and such Base Rate shall be increased annually with respect to each Rental Unit by three percent (3%) per annum (the "Escalation Rate"). Notwithstanding anything to the contrary contained herein, in no event shall the Base Rate, increased by the Escalation Rate, be an amount which exceeds the amount of real property taxes which would, but for this Agreement, otherwise be payable with respect to the Affordable Units.

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

(b) It is hereby agreed, stipulated and understood that at the expiration of the Tax Agreement Period the full amount of all City Real Estate Taxes then assessed with respect to the Rental Units shall be payable in full by the 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 then owner or other successor in interest to an Owner, or an Owner, as the case may be, shall have the right to appeal any assessment of the Rental Units available under Title 12 of the Connecticut General Statutes.

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

(e) It is agreed, stipulated and understood that the tax abatement set forth in this Section 3.01 is limited solely to the Affordable Units.

3.02. General Provisions.

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

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

(c) In the event that 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 the portion of the Redevelopment Site owned by that Development Entity.

ARTICLE IV

ENVIRONMENTAL MATTERS

4.01 Environmental Matters.

The Developer shall not itself, and Developer shall not permit any third parties with whom Developer contracts in regard to this Agreement, to bring onto the Redevelopment

Site any (i) asbestos or asbestos-containing material or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute demolition, remediation or construction of the Project), or (iii) soil containing volatile organic compounds (collectively (i)-(iii) are the “Prohibited Substances”). Developer shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the Redevelopment Site resulting from a default under this Section. At such time that Developer enters into agreements with 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.

4.02 Physical Inspections.

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

ARTICLE V

THE PROJECT DEVELOPMENT— DEVELOPER'S OBLIGATIONS

5.01 Developer Obligations.

The Developer shall undertake and complete the Project as described in the recitals in this Agreement. The Developer's obligations set forth in this Agreement are contingent upon the Developer securing sufficient financing for the Project (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.

5.02 Zoning Matters.

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

the request of the Developer, the City agrees to work equally with the Developer to take all reasonable steps to defend such appeal.

5.03 Other Permits and Approvals.

The City shall cooperate with and assist the Developer in procuring all other approvals, permits, variances, special exceptions, site plan approvals, and soil and sedimentation approvals, certificates, and other governmental authorizations required for the Project and any municipal, state and federal law, including all relevant codes and regulations, provided that it is agreed and understood that the City shall not be responsible if any such authorizations are not forthcoming and that the City does not have any control of any state or federal agencies with respect to any such permits or approvals or authorizations and neither does the City have any control over the decisions of the New Haven Board of Zoning Appeals.

5.04 Performance Schedule.

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

5.05 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.

5.06 Other Developer Obligations.

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

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

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

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

5.07 Employment Requirements.

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

5.08 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 the Redevelopment Site. 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.

5.09 Construction Fencing and Publicity.

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

ARTICLE VI

THE PROJECT DEVELOPMENT – CITY OBLIGATIONS

6.01 Government Approvals.

The City shall exercise reasonable efforts to expedite the Project through the efficient, timely processing and coordination of all matters relating to the Project in which it is involved. The City shall cooperate with and assist the Developer in procuring all approvals, permits,

certificates and other governmental authorizations required for the Project and any municipal, state and federal law, including all relevant codes and regulations, provided that it is agreed and understood that the City shall not be responsible if any such authorizations are not forthcoming. It is further agreed and understood that the City does not have control of any state or federal agencies with respect to any such permits or approvals of or authorization, and that the City Plan Commission and the New Haven Board of Zoning Appeals are independent agencies which the City does not control.

ARTICLE VII

MISCELLANEOUS RIGHTS AND OBLIGATIONS

7.01 Development Entities.

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

7.02 Meetings of the City, 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.

7.03 Licenses and Access.

Each party hereby agrees to grant to the other party, upon such party's request, such access agreements and/or licenses for construction, utilities, vaults, footings, signage and other similar purposes, as may be reasonably necessary to permit or facilitate performance of the

requesting party's obligations with respect to the Project as herein set forth; provided, however, that with respect to any such license or agreement granted by the City, the Developer shall comply with customary City requirements with respect to insurance, permits and design review.

7.04 Project Monitoring and Reporting.

(a) The Developer shall provide the City with a copy of all monthly status reports provided to 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 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, the Owners and the Developer shall report to the Board of Alders of the City of New Haven the status of the Project ten (10), twenty (20) and thirty (30) years from the Effective Date.

ARTICLE VIII

DISPUTE RESOLUTION; NOTICE TO TAX CREDIT INVESTOR

8.01 Developer Default.

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

(b) In the event that the Developer (or the appropriate Development Entity) disputes the allegations of default, the Developer (or the appropriate Development Entity) shall, by no later than thirty (30) days following receipt of the City's or 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 "Other Project Default". If Developer (or the appropriate Development Entity) fails to cure such Other Project Default within thirty (30) days (or, if the same is not susceptible of cure within such 30 day period, then if Developer (or the appropriate Development Entity) shall fail to commence a cure within such 30 day period and thereafter diligently completes the same), then the City or HANH may give notice of arbitration with respect thereto in accordance with the provisions of Section 8.02, and in the event that such arbitration proceedings shall be determined in favor of the City or HANH, the City or HANH shall have the right to enforce the decision of the Arbitrator in a court of competent jurisdiction, by way of specific performance.

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

8.02 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.

8.03 Lender and Tax Credit Investor Protection Provision.

All notices required to be sent to the Developer (or the appropriate Development Entity) pursuant to this Article VIII and Section 9.03(f) shall be simultaneously sent in writing to each Lender and the Tax Credit Investor for the Project, provided such Lender and Tax Credit Investor has notified the City and 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 the Redevelopment Site or any portion thereof, deed in lieu of foreclosure of such mortgage or exercise of any power of sale in connection with such mortgage, the mortgagee or any purchaser at the foreclosure sale or through exercise of said power of sale, and their successors and assigns, may become the legal owner of such property or portion hereof, and shall thereafter be subject to each and every obligation contained herein as if it were the named Developer, or appropriate Development Entity, each as applicable with respect to the specific portion of the Redevelopment Site in question.

ARTICLE IX

MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

9.01 Representations.

Subject to any necessary HUD or HANH approvals, Developer and each of the Owners 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.

9.02 General Agreements.

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

venture relationship between the City, HANH, the Owners, 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).

9.03 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 a Development Entity:	Glendower McConaughy Terrace 9% LLC (or other designated Development Entity including, without limitation, Glendower McConaughy Terrace 4% LLC) 360 Orange Street New Haven, Connecticut 06511 Attn: President
With a copy to:	McCarter & English, LLP CityPlace I 185 Asylum Street Hartford, Connecticut 06103 Attn: Rolan Joni Young, Esq.
With a copy to:	Reno & Cavanaugh, PLLC 455 Massachusetts Avenue, N.W., Suite 400 Washington, D.C. 20001 Attn: Efrem Levy, Esq.
If to the City:	City of New Haven Office of the Economic Development Administrator 165 Church Street, Floor 4R New Haven, CT 06510 Attn: Economic Development Administrator

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

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

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

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

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

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

If to Tax Credit Investor:

Attn: _____

With a Copy to:

Attn: _____

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

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

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

(j) If any provision of this Agreement shall be ruled invalid by any court of competent jurisdiction or shall be rendered invalid by any change in applicable laws or for any other reason, the invalidity of such provision shall not affect any of the remaining provisions hereof, all of which provisions shall remain in full force and effect as if such invalid provision was not set forth herein.

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

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

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

9.04 Property Management.

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

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, as of the day and year first above written at New Haven, Connecticut, the parties hereto have caused this Agreement in five (5) counterparts, to be signed, sealed and delivered by their duly authorized representatives.

Executed in the presence of:

CITY OF NEW HAVEN

By: _____
Justin Elicker
Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Atty. Michael J. Pinto.
Assistant Corporation Counsel

HOUSING AUTHORITY OF THE CITY OF
NEW HAVEN

By: _____
Karen DuBois-Walton
President

GLENDOWER MCCONAUGHY
TERRACE 9% LLC
By: Glendower McConaughy Terrace 9%
Redevelopment Corporation,
its Managing Member

By: _____
Karen Dubois-Walton
President

ME1 37001394v.3

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

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

Printed Name: _____
Notary Public
Commissioner of the Superior Court

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

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

Printed Name: _____
Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss. New Haven

On this the ____ day of _____, 202_, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the President of Glendower McConaughy Terrace 9% Redevelopment Corporation, Managing Member of Glendower McConaughy Terrace 9% LLC, a Connecticut limited liability company, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the limited liability company, by signing the name of the limited liability company by herself as such officer.

In witness whereof I hereunto set my hand.

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

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss. New Haven

On this the ____ day of _____, 202_, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the President of Glendower McConaughy Terrace 4% Redevelopment Corporation, Managing Member of Glendower McConaughy Terrace 4% LLC, a Connecticut limited liability company, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the limited liability company, by signing the name of the limited liability company by herself as such officer.

In witness whereof I hereunto set my hand.

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

STATE OF CONNECTICUT)

)

ss. New Haven

COUNTY OF NEW HAVEN)

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

In witness whereof I hereunto set my hand.

Printed Name:

Notary Public/ My Commission Expires:

Commissioner of Superior Court

EXHIBIT A

The Redevelopment Site

2 South Genesee Street

That certain piece or parcel of land, with all of the buildings and other improvements thereon, situated in the City of New Haven, County of New Haven and State of Connecticut, bounded and described as follows:

All of lot #s 11 to 18, both inclusive, a portion of lot #19, all of lot #s 20 to 88, both inclusive, lots A, B, C and D and portions of Bank Street, Genesee Street and Milton Street, shown on a map entitled "PLAN OF 215 BUILDING LOTS OWNED BY JULIUS TWISS", prepared by Charles A. Sperry, Civil Engineer, on file in the New Haven Town Clerk's Office, said premises being bounded:

North: by Harper Avenue, 480.02 feet, more or less;
East: by Valley Street, 822 feet, more or less;
South: by land formerly of Christian Engelhardt, more lately of Francesco Testa, 721.94 feet, more or less;
West: by land now or formerly of The Pond Lily Company, 454.25 feet, more or less;
North again: by land now or formerly of The Pond Lily Company, 118.45 feet, more or less; and
West again: by land now or formerly of The Pond Lily Company, 440.01 feet, more or less.

Reference is made to the deed from Louis Luciani to the Housing Authority of the City of New Haven dated April 21, 1948 and recorded April 22, 1948 in Volume 1585 at Page 145 of the New Haven Land Records.

EXHIBIT A, cont.

The Redevelopment Site

436 Valley Street

That certain piece or parcel of land, with all of the buildings and other improvements thereon, situated in the City of New Haven, County of New Haven and State of Connecticut, bounded and described as follows:

East: by Valley Street, 982.64 feet, more or less;
South: by Parkside Drive, 291.95 feet, more or less;
West: in part by land now or formerly of Sebastian Mastall, and in part by land now or formerly of Maria M. Mastrogiovanni, in all, 125 feet, more or less, by a straight line;
South again: by land now or formerly of Maria M. Mastrogiovanni, 230 feet;
West again: by East Ramsdell Street, 175.01 feet, more or less;
South again: by East Ramsdell Street, 27.22 feet;
West again: by land formerly of Francesco (Frank) Testa, 300 feet, by a straight line forming an angle of 81 degrees, 56 minutes, 48 seconds with the northerly line of East Ramsdell Street, when measured counterclockwise;
South again: by land formerly of Francesco (Frank) Testa, 170 feet, by a straight line forming an angle of 278 degrees 03 minutes, 12 seconds with the last-mentioned bound, when measured counterclockwise;
West again: by land now or formerly of The Pond Lily Company, 456.36 feet, more or less;
North: by land now or formerly of The Pond Lily Company, 120.88 feet, more or less; and
North again: by land formerly of Louis Luciani, 721.94 feet, more or less.

Reference is made to the deed from Frank Testa, also known as Francesco Testa, to the Housing Authority of the City of New Haven dated April 21, 1948 and recorded April 22, 1948 in Volume 1585 at Page 149 of the New Haven Land Records.

Together with, in common with the City of New Haven, its successors and assigns, the easement granted to the Housing Authority of the City of New Haven in the Easement Agreement by Frank Testa a.k.a. Francesco Testa in favor of The City of New Haven and the Housing Authority of the City of New Haven dated June 10, 1948 and recorded August 9, 1948 in Volume 1597 at Page 53 of the New Haven Land Records.

Excepting and excluding therefrom, the portion of South Genesee Street situated within the above described premises.

Further excepting and excluding therefrom, the portion of the above described premises situated southerly of the northerly line of East Ramsdell Street.

Further excepting and excluding therefrom, the portion of present Valley Street situated within the above described premises.

(With respect to South Genesee Street, East Ramsdell Street and Valley Street, reference is made to the matters pertaining thereto set forth in pages 9-15 and 110 of the 1949 Journal of the Board of Aldermen of the City of New Haven.)

EXHIBIT A, cont.

The Redevelopment Site

436 Valley Street

Further excepting and excluding therefrom, "Parcel No. 1" and "Parcel No. 2" taken by the State of Connecticut as described in the certificate of taking dated March 29, 2001 and recorded April 6, 2001 in Volume 5833 at Page 231 of the New Haven Land Records.

The above described premises are also substantially shown as Parcel A and Parcel B on a survey entitled "ZONING LOCATION SURVEY OF PROPERTY LOCATED AT McCONAUGHY TERRACE NEW HAVEN CONNECTICUT PREPARED FOR HOUSING AUTHORITY CITY OF NEW HAVEN" dated November 12, 2007 and revised January 17, 2008.

LESS AND EXCEPTING FROM THE ABOVE DESCRIBED PARCELS, EACH IN PART:

That portion of the premises conveyed to the City of New Haven in Volume 9487 at Page 177 of the New Haven Land Records. Said portion being described as follows:

All that certain piece or parcel of land situated in the City of New Haven, County of New Haven and State of Connecticut, being shown and designated as "South Genesee Park - Parcel 1 Area to be deeded to the City of New Haven 36,524+/- Square Feet (0.84+/- Acres)" and "South Genesee Park - Parcel 2 Area to be deeded to the City of New Haven 101,679+/- Square Feet (2.33+/- Acres)" on a map entitled "Perimeter Survey Land to be Conveyed to The City of New Haven South Genesee Park McConaughy Terrace South Genesee Street New Haven, Connecticut" dated 06/24/13 by Juliano Associates, Engineers & Surveyors, 405 Main Street (Yalesville) Wallingford, CT (203) 265-1489, Scale 1"= 60', Sheet 1 of 1, and being more particularly bounded and described as follows:

South Genesee Park - Parcel 1

Beginning at the northeasterly most point of the South Genesee Park - Parcel 2, thence at an azimuth of 88°13'43", a distance of 60.51 feet to the TRUE POINT OF BEGINNING;
Thence at an azimuth of 98°39'18" a distance of 30.18 feet to a point;
Thence at an azimuth of 80°48'15" a distance of 72.58 feet to a point;
Thence at an azimuth of 168°48'15" a distance of 101.50 feet to a point;
Thence at an azimuth of 156°48'15" a distance of 189.24 feet to a point;
Thence at an azimuth of 245°45'36" a distance of 4.66 feet to a point;
Thence at an azimuth of 236°00'05" a distance of 119.54 feet to a point on the easterly streetline of South Genesee Street;
Thence along the easterly streetline of South Genesee Street following a clockwise curve with an interior angle of 22°47'53", radius of 480 feet, and an arc length of 190.99 feet to a point;
Thence at an azimuth of 350°47'00"" a distance of 159.68 feet to the TRUE POINT OF BEGINNING

EXHIBIT A, cont.

The Redevelopment Site

436 Valley Street

South Genesee Park - Parcel 2

Beginning at the northwesterly most point of the existing Crossroads, Inc. Ground Lease Area;

Thence at an azimuth of 151°36'19" a distance of 15.44 feet to the TRUE POINT OF BEGINNING;

Thence at an azimuth of 67°03'42" a distance of 383.48' feet to the westerly streetline of South Genesee Street;

Thence along the westerly streetline of South Genesee Street following a clockwise curve with an interior angle of 09°34'57", a radius of 540.00 feet, and an arc length of 90.31 feet to a point;

Thence along the westerly streetline of South Genesee Street at an azimuth of 350°47'00", a distance of 167.53 feet to a point;

Thence at an azimuth of 259°55'06" a distance of 120.54 feet to a point;

Thence at an azimuth of 226°55'06" a distance of 77.42 feet to a point;

Thence at an azimuth of 170°55'06" a distance of 29.75 feet to a point;

Thence at an azimuth of 260°55'06" a distance of 136.55 feet to a point;

Thence at an azimuth of 171°53'44" a distance of 33.25 feet to a point;

Thence at an azimuth of 237°07'11" a distance of 120.00 feet to a point;

Thence at an azimuth of 151°36'19" a distance of 203.90 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B**Unit Mix by Phase****McConaughy 4%**

AMI	BDRM size 1	BDRM size 2	BDRM size 3	BDRM size 4	Total
25%	4	15	4	2	25
50%	5	31	7	2	45
60%	1	15	4	2	22
Total	10	61	15	6	92

McConaughy 9%

AMI	BDRM size 2	BDRM size 3	BDRM size 4	Total
20%	22	3	1	26
40%	46	4	2	52
60%	17	3	1	21
80%	5	0	0	5
100%	21	5	0	26
Total	111	15	4	130

EXHIBIT C

Site Plan

Freeman Companies, LLC - R.: 2020\2020-0905 McConaughy Terrace\DWG\2020-0905 Site Plan.dwg Nov 10, 2020--6:20pm Plotted By: grant

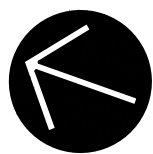
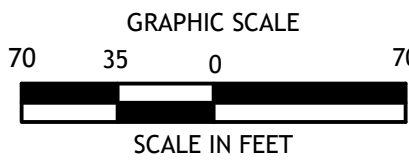
NOTES:
1. SITE CONTRACTOR TO INCLUDE 15,000 SF OF CONCRETE SIDEWALK REPAIR.

 NEW BUILDINGS CONSTRUCTED IN PHASE 2

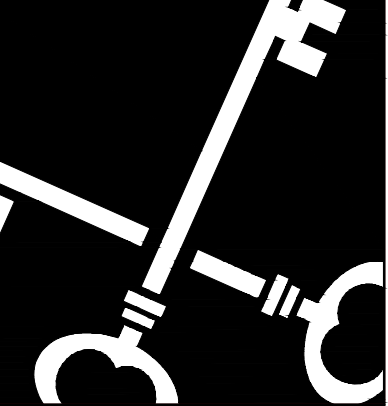
GROUP 1 AND 3			
LOCATION: MCCONAUGHY TERRACE, 436 VALLEY STREET, NEW HAVEN, CT			
ZONE: RM-1, LOW-MIDDLE DENSITY			
USE: DWELLINGS - MULTI-FAMILY (113 D.U.) - PERMITTED BY RIGHT			
REGULATION	SECTION	STANDARD (PERMITTED/REQUIRED)	PROPOSED
MINIMUM LOT AREA	13(a)(1)a	6,000 SF	434,729 SF
MINIMUM AVERAGE LOT WIDTH	13(a)(1)b	50'	1,558'
MINIMUM LOT AREA PER STANDARD D.U.	13(a)(1)c	3,500 SF	3,847 SF
MAXIMUM BUILDING COVERAGE	13(a)(1)d	30%	15.7%
MAXIMUM BUILDING HEIGHT	13(a)(1)e	3 STORIES / AVG. 35'	GROUP 1: 24', 3: 21'
MINIMUM FRONT YARD	13(a)(1)f	20'	GROUP 1: 20', 3: 95'
MINIMUM REAR YARD	13(a)(1)f	25'	GROUP 1: 122', 3: 189'
MINIMUM SIDE YARD	13(a)(1)f	8' OR 12'	GROUP 1: 21', 3: --445'
MINIMUM PARKING	13(a)(1)g	1 PER D.U.	33 OFF STREET **
CORNER VISIBILITY	28	25' FROM POINT OF INTERSECTION; 2.5-10' HEIGHT	EXISTING CONDITIONS; NO CHANGES PROPOSED IN SIGHT TRIANGLES
MINIMUM PARKING SPACE DIMENSIONS	29(b)	9'X18'	9'X18'

* PER CITY OF NEW HAVEN PROPERTY VIEWER.
** 436 VALLEY STREET = 33 OFF STREET PARKING SPACES, 2 SOUTH GENESEE STREET = 92 OFF STREET PARKING SPACES, 408 VALLEY STREET = 30 OFF STREET PARKING SPACES
IN ADDITION, SOUTH GENESEE STREET HAS APPROX. 140 ON STREET PARKING SPACES, VALLEY STREET APPROX 50 ON STREET PARKING SPACES, AND EAST RAMSDALL STREET APPROX 35 ON STREET PARKING SPACES IN THIS AREA.
IN TOTAL 155 OFF STREET PARKING SPACES + APPROX 225 ON STREET PARKING SPACES = AROUND 1.7 SPACES/D.U.

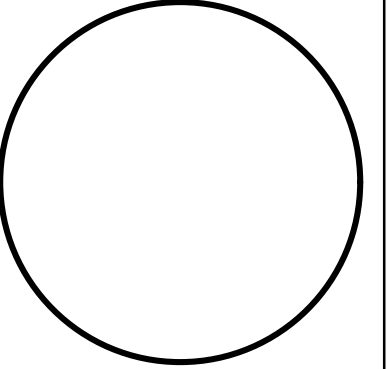
GROUP 2			
LOCATION: MCCONAUGHY TERRACE, 2 SOUTH GENESEE STREET, NEW HAVEN, CT			
ZONE: RM-1, LOW-MIDDLE DENSITY			
USE: DWELLINGS - MULTI-FAMILY (85 D.U.) - PERMITTED BY RIGHT			
REGULATION	SECTION	STANDARD (PERMITTED/REQUIRED)	PROPOSED
MINIMUM LOT AREA	13(a)(1)a	6,000 SF	476,982 SF *
MINIMUM AVERAGE LOT WIDTH	13(a)(1)b	50'	1,529'
MINIMUM LOT AREA PER STANDARD D.U.	13(a)(1)c	3,500 SF	5,611 SF
MAXIMUM BUILDING COVERAGE	13(a)(1)d	30%	10.4%
MAXIMUM BUILDING HEIGHT	13(a)(1)e	3 STORIES / AVG. 35'	24'
MINIMUM FRONT YARD	13(a)(1)f	20'	20'
MINIMUM REAR YARD	13(a)(1)f	25'	169'
MINIMUM SIDE YARD	13(a)(1)f	8' OR 12'	98'
MINIMUM PARKING	13(a)(1)g	1 PER D.U.	92 OFF STREET **
CORNER VISIBILITY	28	25' FROM POINT OF INTERSECTION; 2.5-10' HEIGHT	EXISTING CONDITIONS; NO CHANGES PROPOSED IN SIGHT TRIANGLES
MINIMUM PARKING SPACE DIMENSIONS	29(b)	9'X18'	EXISTING



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McConaughy Terrace
Phase I & II - New Construction
The Housing Authority of the City of New Haven

40% Construction Drawings

NOT FOR CONSTRUCTION

Drawn:
Date: 11/9/2020
Revisions:

Overall Site Plan

C-100

EXHIBIT D

Sources and Uses Statement

CHFA DOH CONSOLIDATED APPLICATION



Exhibit 6.5 - SOURCES OF FUNDS



Version 2020.2

Submission Date:

January 1, 2019

DEVELOPMENT NAME			Glendower McConaughy Terrace 4%, LLC			APPLICANT		Glendower McConaughy Terrace 4%, LLC					
TAX CREDIT EQUITY, CAPITAL, GRANTS, Etc.			Construction Sources	Permanent Sources	Construction Paydown								
DOH Grant Funding					0								
CDBG Grant Funds:		[Specify]			0								
Other Public Funds:		Brownfield			0								
	4	% LIHTC Net Proceeds	3,141,840	12,565,733	9,423,893								
Federal Historic Tax Credit Net Proceeds					0								
State Historic Tax Credit Net Proceeds					0								
CT Housing Tax Credit Contribution (HTCC) Proceeds					0								
Developer / Investor Cash Equity					0								
Homeownership Sales Proceeds					0								
Energy Rebates*					0								
Existing Property Reserves					0								
Other		RAD Rental Rehab Payments			0								
Other		[Specify]			0								
Sub-Total			\$3,141,840	\$12,565,733	\$9,423,893								
Loan Priority			Construction Sources	Permanent Sources	Construction Paydown	Const. Interest Rate	Perm. Loan Amort. [Yrs.]	Perm. Interest Rate	Fully Amortizing [Y] or [N]	Deferred Payment [Y] or [N]	Scheduled Debt Service	Initial Debt Service Coverage	Financing Notes
FINANCING [Sources w/ Notes and Mortgages]													
CHFA Loan	Tax-Exempt Bonds		18,750,000	12,951,000	-5,799,000	5.500%	40	6.270%	Y	N/A	\$884,527	#DIV/0!	www.chfa.org
CHFA Loan - Non-Bond Proceeds	Opportunity Fund				0					N/A	\$0	N/A	
	DOH Loan Funding			300,000	300,000				N	Y	\$0	N/A	CHFA Opportunity Fund
CDBG Loan Funds:	FHLB AHP				0				N	Y	\$0	N/A	
Other Public Funds:	HANH Acq		6,670,000	6,670,000	0	3.860%	40	3.860%	N	Y	\$0	N/A	Paid from Project cash flow; at AFR
	Deferred Developer Fee		349,653	582,754					N		\$0	N/A	
Other Amortizing Debt	Bridge Loan				0				N	N	\$0	N/A	
Other Amortizing Debt					0				N	Y	\$0	N/A	Paid from Project cash flow
	Existing Debt				0				N	Y	\$0	N/A	
	GP Loan		1,100,347	1,100,347	0	1.000%	40	1.000%	N	Y	\$33,388	N/A	HANH MTW Loan
Sub-Total			\$26,870,000	\$21,604,101	-\$5,499,000	Total Scheduled Debt Service					\$917,915		
TOTAL Sources			\$30,011,840	\$34,169,834	\$3,924,893								
Total Commercial Cost (Dev. Budget)			\$0	\$0		MAX Deferred Developer Fee		Developer Fee Per Budget		% of Total Developer Fee Deferred			
Total Development Budget			\$30,011,840	\$34,169,834		\$3,966,643		\$2,402,904		165%			
Sources LESS Uses			\$0	\$0									

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

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

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



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

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

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

1 of 2

CHFA DOH CONSOLIDATED APPLICATION

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
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2	<div><div></div><div>Exhibit 6.3.a - DEVELOPMENT BUDGET</div><div></div></div>																																	
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4	DEVELOPMENT NAME																APPLICANT																	
5	Glendower McConaughy Terrace 4%, LLC																Glendower McConaughy Terrace 4%, LLC																	
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CHFA DOH CONSOLIDATED APPLICATION



Exhibit 6.5 - SOURCES OF FUNDS



Version 2020.2
Submission Date:
November 12, 2020

DEVELOPMENT NAME			McConaughy Terrace 9%			APPLICANT		Glendower McConaughy Terrace 9%, LLC					
TAX CREDIT EQUITY, CAPITAL, GRANTS, Etc.			Construction Sources	Permanent Sources	Construction Paydown								
DOH Grant Funding					0								
CDBG Grant Funds: [Specify]					0								
Other Public Funds: Brownfield				0	0								
9 % LIHTC Net Proceeds			18,044,966	9,060,593	-8,984,373								
Federal Historic Tax Credit Net Proceeds					0								
State Historic Tax Credit Net Proceeds					0								
CT Housing Tax Credit Contribution (HTCC) Proceeds					0								
Developer / Investor Cash Equity					0								
Homeownership Sales Proceeds					0								
Energy Rebates*					0								
Existing Property Reserves					0								
Other RAD Rental Rehab Payments					0								
Other ECC MTW					0								
Sub-Total			\$18,044,966	\$9,060,593	-\$8,984,373								
Loan Priority			Construction Sources	Permanent Sources	Construction Paydown	Const. Interest Rate	Perm. Loan Amort. [Yrs.]	Perm. Interest Rate	Fully Amortizing [Y] or [N]	Deferred Payment [Y] or [N]	Scheduled Debt Service	Initial Debt Service Coverage	Financing Notes
FINANCING [Sources w/ Notes and Mortgages]													
CHFA Loan	Taxable Bonds				0				Y	N/A	\$0	N/A	www.chfa.org
CHFA Loan - Non-Bond Proceeds [Specify]					0					N/A	\$0	N/A	Construction rate includes 75 bp for COI
DOH Loan Funding			0	0	0				N	Y	\$0	N/A	
CDBG Loan Funds: FHLB AHP					0				N	Y	\$0	N/A	
Other Public Funds: HANH MTW/CFP			1,340,000	1,340,000	0	1.000%	40	1.000%	N	Y	\$0	N/A	
Deferred Developer Fee			0			0.000%	15	0.000%	N	Y	\$0	N/A	
Other Amortizing Debt Webster Bank			13,000,000	12,297,033	-702,967	6.310%	35	5.890%	Y		\$830,525	#DIV/0!	
Other Amortizing Debt					0				N	Y	\$0	N/A	
Existing Debt					0						\$0	N/A	
GP Loan					0				N	Y	\$0	N/A	
Sub-Total			\$14,340,000	\$13,637,033	-\$702,967	Total Scheduled Debt Service					\$830,525		
TOTAL Sources			\$32,384,966	\$22,697,626	-\$9,687,340								
Total Commercial Cost (Dev. Budget)			\$0	\$0									
Total Development Budget			\$19,384,966	\$22,697,626									
Sources LESS Uses			\$13,000,000	\$0									
						MAX Deferred Developer Fee		Developer Fee Per Budget		% of Total Developer Fee Deferred			
						\$0		\$2,294,421		0%			

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

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

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

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

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

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

CHFA DOH CONSOLIDATED APPLICATION

	A	B	C	D	E	F	I	J	K	O	AC	AE												
1	Version 2020.2																							
2	Submission Date: November 12, 2020																							
3																								
4																								
5	DEVELOPMENT NAME				McConaughy Terrace 9%		APPLICANT		Glendower McConaughy Terrace 9%, LLC															
6																								
7					CONSTRUCTION FUNDING INFORMATION		PERMANENT FUNDING INFORMATION																	
8							TAX CREDIT ELIGIBLE BASIS		TAX-EXEMPT BOND BASIS		Sources													
9					%		Construction Budget		Permanent Budget (Applicant)		70% NPV - 9% or 30% NPV - 4% (New / Rehab.)		30% NPV - 4% Exist Building Acquisition Credit		To be Completed by Independent Tax Professional Issuing the Attestment Letter		9 % LIHTC Net Proceeds		Other Public Funds: HANH MTW/CFP		Other Amortizing Debt Webster Bank			
10																								
11																								
12	SITE & IMPROVEMENTS (Div. 2-16) Hard Costs						11,999,046		11,999,046		11,611,376								1,784,461		457,840		9,756,745	
13	GENERAL REQUIREMENTS (Max. Allowable 6%)				4.50%		539,957		539,957		519,554												539,957	
14	BUILDERS OVERHEAD (Max. Allowable 2%)				1.80%		215,983		215,983		209,182												215,983	
15	BUILDERS PROFIT/GMP FEES (Max. Allowable 6%)				2.50%		299,976		299,976		279,573												299,976	
16	BOND PREMIUM / L.O.C. COST						95,992		95,992		95,992												95,992	
17	BUILDING PERMITS and OTHER DEVELOPMENT FEES						167,987		167,987		167,987												167,987	
18	CONSTRUCTION (Project Cost Summary) Sub-Total						13,318,941		13,318,941		12,883,664		0		0				1,784,461		457,840		11,076,640	
19	COMMERCIAL CONSTRUCTION						0		N/A															
20	COMMERCIAL CONSTRUCTION CONTINGENCY								N/A															
21	Other								0															
22	Other								0															
23	Other								0															
24	CONSTRUCTION CONTINGENCY				10.0%		1,331,894		1,331,894		1,331,894								1,331,894					
25	CONSTRUCTION						14,650,835		14,650,835		14,215,558		0		0				3,116,355		457,840		11,076,640	
26	ARCHITECT - Design				5.8%		501,258		501,258		501,258								501,258					
27	ARCHITECT - Contract Admin (Min. 35%) (% Contract >)				35.0%		269,908		269,908		269,908								269,908					
28	ENGINEERING (Civil-Site / Structural / Mechanical / Geo-Technical / Etc.)						40,000		40,000		40,000								40,000					
29	SURVEYS (A-2: Exist. Conditions and As-Built)						48,985		48,985		48,985								48,985					
30	Other: PNA and Cost Estimating						26,200		26,200		26,200								26,200					
31	Other: FF&E						50,000		50,000		50,000								50,000					
32	Other: Zoning Report						1,250		1,250		1,250								1,250					
33	Other						0		0		0				0									
34	ARCHITECTURAL and ENGINEERING				7.0%		937,601		937,601		937,601		0		0				937,601		0		0	
35	INTEREST (CHFA)				#DIV/0!		\$ -		0		0								0					
36	CHFA LOAN ORIG. / COMMIT. FEE @				2.00%		#DIV/0!		0		N/A		N/A											
37	INTEREST - Bridge Loan						595,677		1,006,391		595,677												1,006,391	
38	FEES - Bridge Loan						214,000		214,000		214,000												214,000	
39	R. E. TAXES / PILOTS - Const. Period + ___ Months Lease Up								0		0													
40	INSURANCE (Builder's Risk / Liability / Hazard)						153,522		153,522		153,522								153,522					
41	UTILITIES - Const. Period								0		0													
42	Negative Arbitrage on Bonds (If Applic.)								N/A		N/A		N/A											
43	Credit Enhancement Premium (HUD or Private Perm. Mortg. Insur.)								N/A		N/A		N/A											
44	Cost of Bond Issuance						0		0		0													
45	Other: CHFA Application Fee						0		0		0													
46	Other: Perm Loan Fees						399,654		399,654		0								399,654					
47	CHFA CONSTRUCTION OBSERVATION [___ Weeks @ \$ ___ / Bi-weekly]						0		0		0													
48	FINANCE and INTERIM COSTS						1,362,853		1,773,567		963,199		0		0				553,176		0		1,220,391	
49	LEGAL COUNSEL - Real Estate (Closing Docs and Title Work)						275,000		275,000		211,250								275,000					
50	DOH EXTERNAL LEGAL COUNSEL						0		0		0													
51	TITLE INSUR. PREMIUMS and RECORDING COSTS						143,940		143,940		123,940								143,940					
52	APPRAISALS / MARKET STUDY (CHFA / LIHTC Required)						12,500		12,500		12,500								12,500					
53	LEASE UP & MARKETING \$'s / Residential Unit \$200						26,000		26,000		N/A		N/A						26,000					
54	COST CERTIFICATIONS (CHFA/LIHTC/DOH Required)						50,700		50,700		N/A		N/A						50,700					
55	ENVIRONMENTAL REPORTS and TESTING						97,603		97,603		97,603								97,603					
56	Other: Relocation						458,160		458,160		0										458,160			
57	Other: PHA Administrative Fee						424,000		424,000		0										424,000			
58	Other						0		0		0													
59	OTHER COMMERCIAL USES/COSTS								N/A		N/A		N/A											
60	SOFT COST CONTINGENCY (A&E+FIN+SOFT %)				4.6%		191,465		191,465		191,465								191,465					
61	SOFT COSTS - Fees & Expenses						1,653,368		1,679,368		636,758		0		0				797,208		882,160		0	
62	TOTAL CONSTRUCTION & SOFT COSTS						18,604,657		19,041,371		16,753,116		0		0				5,404,340		1,340,000		12,297,031	
63	Developer Allowance Fee - Cash Portion						573,605		2,294,421		N/A		N/A											
64	Developer Allowance Fee - Deferred Portion						0		0		N/A		N/A											
65	DEVELOPER ALLOWANCE / FEE (Max.15% TDC/ \$2178103)				10.1%		573,605		2,294,421		2,294,421		N/A		N/A				2,294,421					
66	PRE-DEVEL. FINANCING (Interest) COSTS [Lender-Approved]										N/A		N/A											
67	Land Cost						1		1		N/A		N/A										1	
68	Other (Existing Reserves - Equipment)										N/A		N/A											
69	Existing Building/s						1		1		N/A		N/A										1	
70	SITE ACQUISITION (Appraised "As Is" Value)						2		2		N/A		N/A		0				0		0		2	

CHFA DOH CONSOLIDATED APPLICATION

	A	B	C	D	E	F	I	J	K	O	AC	AE
1	Version 2020.2											
2	Submission Date:											
3	November 12, 2020											
4												
5	DEVELOPMENT NAME				APPLICANT							
6	McConaughy Terrace 9%				Glendower McConaughy Terrace 9%, LLC							
7					PERMANENT FUNDING INFORMATION							
8					TAX CREDIT ELIGIBLE BASIS		TAX-EXEMPT BOND BASIS		Sources			
9					70% NPV - 9% or 30% NPV - 4% (New / Rehab.)		30% NPV - 4% Exist Building Acquisition Credit		To be Completed by Independent Tax Professional Issuing the Attestment Letter		9 % LIHTC Net Proceeds	
10					NPV - 4% (New / Rehab.)						Other Public Funds: HANH MTW/CFP	
11											Other Amortizing Debt Webster Bank	
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EXHIBIT E**Development Schedule****McConaughy 4%**

	Anticipated Completion Date
100% drawings	6/1/2021
Closing & Transfer of Property	6/1/2023
Construction Start	6/2/2023
Completion of Construction	8/30/2024
Lease-up	Periodic as scattered sites
Sustaining Occupancy	10/2024
Proforma Stabilized Year	2025
LIHTC Placed-In-Service Date	12/2024

McConaughy 9%

	Anticipated Completion Date
100% drawings	6/1/2021
Closing & Transfer of Property	7/1/2023
Construction Start	7/2/2023
Completion of Construction	9/30/2024
Lease-up	Periodic as scattered site
Sustaining Occupancy	11/2024
Proforma Stabilized Year	2025
LIHTC Placed-In-Service Date	12/2024

EXHIBIT F

Section 3, EEO, MBE/WBE Requirements

EXHIBIT F - SECTION 3/CEO/SBI
SECTION 3, CEO, MBE/WBE REQUIREMENTS

(A) To comply with the provisions of City of New Haven Ordinance 12 1/4 -9. which requires that all construction contractors aggressively make every effort to obtain twenty-five (25%) percent overall Minority Business Enterprise ("MBE") utilization for sub- contracting. The Developer acknowledges that for the purposes of this agreement and the goals of the City of New Haven the definition of SBE is that of persons having a DAS certification as an African American or Hispanic minority contractor; that failure to achieve the twenty-five (25%) percent MBE goal will require documentation of good faith efforts to achieve the utilization goal; and that good faith efforts will be evaluated, verified, and recognized by the Small Construction Business ("SCB") office if a contractor has accomplished at least four (4) of the following: (1) placing notice with the SBC office and the New Haven Contractors Alliance. (2) showing proof of outreach to and collaboration with the New Haven Contractors' Alliance, (3) showing proof of quotes received from minority subcontractors. (4) conducting area networking event detailing project. (5) undertaking other efforts to encourage SBE participation as determined in advance by the SBC office

(B) aggressively make every effort to obtain ten (10%) percent Small Business Enterprise ("SBE") utilization for subcontracting. The developer acknowledges that for the purposes of this Agreement and the goals of the City of New Haven that the meaning of SBE shall be as defined in New Haven Code of Ordinances 12 1/4 -3; that failure to achieve the ten (10%) percent SBE goal will require documentation of good faith efforts to achieve the utilization goal ; and that good faith efforts will be evaluated, verified, and recognized by the SBC office if the contractor has accomplished the following:

(1) proof of outreach to and collaboration with the New Haven Contractors' Alliance, (2) showing proof of quotes received from small subcontractors. (3) conducting area networking event detailing project, (4) undertaking other efforts to encourage SBE participation as determined in advance by the SCD office

(C) ensure equal opportunities for construction and construction related SBEs and MBEs by instructing the Developer's general contractor to notify the Small Construction Business Development Office of all contracting opportunities; by allowing such information to be distributed to contractors via fax and email and by holding a Workshop detailing the project and the contracting opportunities working through the New Haven Contractors' Alliance,

(D) submit monthly utilization reports on MBE's and SBE's to the SBC office.

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



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**SCHEDULE A
 SECTION 3/MBE/WBE CONTRACT
 UTILIZATION/SECTION 3/MINORITY AND WOMEN
 HIRING PLAN**

(TO BE COMPLETED BY PRIME CONTRACTOR)

BID DOCUMENT OR RFP OR PURCHASE ORDER NO: _____

BID DOCUMENT OR RFP TITLE: _____

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO: _____

PRIME CONTRACTOR NAME(S): _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER _____ CELLULAR NUMBER _____

E- MAIL ADDRESS _____

ETHNICITY: _____ GENDER: _____

SECTION 3/MBE/WBE/DBE LIAISON: _____

CONTRACT AMOUNT \$ _____

SECTION 3 TOTAL \$ _____

MBE TOTAL \$ _____

WBE TOTAL \$ _____



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

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

Subcontracting Opportunities:

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

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



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SECTION 3/MBE/WBE UTILIZATION PLAN

THIS FORM SHOULD ONLY BE FILLED OUT IF YOU ARE UTILIZING SUB CONTRACTORS

Direct Participation:

A. SUB CONTRACTOR COMPANY NAME: _____
 ADDRESS: _____
 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____
 SECTION 3 DOLLARS: _____
 MBE DOLLARS: _____
 WBE DOLLARS: _____
 WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
 Anticipated Timeframe for performance: _____
 (At what percentage of project is work to be performed by this subcontractor?)

B. SUB CONTRACTOR COMPANY NAME: _____
 ADDRESS: _____
 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____
 SECTION 3 DOLLARS: _____
 MBE DOLLARS: _____
 WBE DOLLARS: _____
 WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
 Anticipated Timeframe for performance: _____
 (At what percentage of project is work to be performed by this subcontractor?)

C. SUB CONTRACTOR COMPANY NAME: _____
 ADDRESS: _____
 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____
 SECTION 3 DOLLARS: _____
 MBE DOLLARS: _____
 WBE DOLLARS: _____
 WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
 Anticipated Timeframe for performance: _____
 (At what percentage of project is work to be performed by this subcontractor?)

***Note: The aforementioned list of Subcontractors can only be changed with the written consent of the Housing Authority's Executive Director/Contact Officer.**



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

Hiring/Workforce Requirements:

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

SECTION 3 WORKFORCE AND NEW HIRES

Trainees and Apprentices

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

Skilled Workers

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

Unskilled Labor

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

(Attach additional sheets, if necessary)



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

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

MINORITY AND WOMEN WORKFORCE AND NEW HIRES

Trainees and Apprentices

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

Skilled Workers

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

Unskilled Labor

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

(Attach additional sheets, if necessary)



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

- ☐ Tenant Associations/Organizations:
Specify: _____
- ☐ Local Newspapers: *Specify* _____
- ☐ Posters: Identify location _____
- ☐ Labor Unions and apprentice programs _____
- ☐ HANH's Business Development to develop lists of interested minorities and women.
- ☐ The Authority's existing employment readiness program and job placement assistance program.
- ☐ Other: *Specify* _____



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SECTION 3 COMPLIANCE REQUIREMENTS

- A. Our Company will seek to direct its best effort to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of assistance provided under this contract to Section 3 Residents in the following order of priority.
 1. Category 1 Residents: Residents of the housing development for which the Section 3 covered assistance will be expended;
 2. Category 2 Residents: Residents of other housing developments owned or managed by HANH;
 3. Category 3 Residents: Participants in HUD Youthbuild programs carried out in the New Haven - Meriden metropolitan area;
 4. Category 4 Residents: Other low-income families or persons who reside in the New Haven - Meriden metropolitan area and whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller or larger families. The Secretary of HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of their findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

- B. Our Company will seek to direct its efforts to award subcontracts, to the greatest extent feasible, to Section 3 Business concerns, in the following order of priority.
 1. Category 1 Businesses: Business concerns that are 51 percent or more owned by Category 1 Residents who resides in a HANH Public Housing unit.
 2. Category 2 Businesses: Business concerns whose full-time, permanent workforce includes 30 percent of Section 3 income eligible persons as employees;
 3. Category 3 Businesses: Business concerns who are actively participating in a HUD federally sponsored Youthbuild programs being carried out in the New Haven - Meriden metropolitan area;
 4. Category 4 Businesses: Business Concerns that are 51 percent or more owned by Category 4 Residents; or whose permanent, full-time workforce includes no less than 30 percent Section 3 Residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 and Category 2 Businesses.

- C. We will seek to satisfy the numerical goal that 30 percent of the aggregate numbers of new hires are Section 3 Residents.

- D. We will seek to satisfy the numerical goal that at least 10 percent of the total dollar value amount of all contract awards for building trades, maintenance, repair, modernization, or development work, or for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction, are awarded to Section 3 Business Concerns.



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**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.



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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 CONTRACTOR: _____
 (PRINT OR TYPE)

SIGNATURE OF AUTHORIZED OFFICER: _____

DATE: _____

NAME OF AFFIANT: _____

NOTARY STATEMENT

State of Connecticut

County of _____ ss. City _____

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

The above signed Officer _____ (NAME OF AFFIANT)

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

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

 (NOTARY PUBLIC SIGNATURE)

(NOTARY SEAL)

My commission Expires: _____



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

SCHEDULE B

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

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

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

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

PRIME CONTRACTOR: _____

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

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

BID DOCUMENT, RFP OR PURCHASE ORDER NO.: _____

BID DOCUMENT, RFP OR PURCHASE ORDER TITLE: _____

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



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

LETTER OF INTENT

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

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

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

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

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

Terms of Contract: _____

At what percentage of the project is your task? _____



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

AFFIDAVIT

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

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

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

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

 (PRINT OR TYPE)

 (SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

 (DATE)

NOTARY STATEMENT

State of Connecticut

County of _____ ss. City: _____

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

The above signed Officer _____ (NAME OF AFFIANT)

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

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

 (NOTARY PUBLIC SIGNATURE)

(NOTARY SEAL)

My Commission Expires: _____



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 C
BIDDERS/PROPOSERS SECTION 3/MBE/WBE/DBE Compliance
Affidavit for Schedule A

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

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

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

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

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

ACKNOWLEDGEMENT:

 Authorized Principal or Agent Signature

 Date

APPROVED:

 Director of Procurement

 Date



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 New Hire Report" Instructions

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

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

SECTION 3 RESIDENTS

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

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

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

	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
EXTREMELY LOW (30%) INCOME LIMITS	17,500	20,000	22,500	25,000	28,410	32,570	36,730	40,890
VERY LOW (50%) INCOME LIMITS	29,200	33,400	37,550	41,700	45,050	48,400	51,750	55,050
LOW (80%) INCOME LIMITS	46,100	52,650	59,250	65,800	71,100	76,350	81,600	86,900

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



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

How can businesses find Section 3 residents?

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

Section 3 New Hire report instructions:

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

The information requested is that to ensure prompt processing of payment requests and 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097

PROJECT NAME: _____
PLAN# PROJECT #: _____

REQ 4

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

[illegible]

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

COMPANY NAME

1111

and that the aforementioned expenditures have been incurred for work this period _____

date of filing) and will pay the costs upon receipt of payment. _____

Boiler off (Common Error)

File this on _____ days of _____ in the year 20__

The above signed Officer _____ (NAME OF AGENT)
Personally knows, who, being duly sworn, did swear 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.

Organisms of one or several different body types are most likely to be selected for the construction and maintenance of a different type of system of locomotion or body modification in the future.

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EXHIBIT G

Minimum Performance Levels