CITY COOPERATION AGREEMENT

BY AND AMONG

CITY OF NEW HAVEN,

THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN.

THE GLENDOWER GROUP, INC., EASTVIEW TERRACE LLC,

AND EASTVIEW TERRACE PHASE I RESYNDICATION, LLC

WITH RESPECT TO

145 EASTERN STREET, NEW HAVEN, CONNECTICUT

DATED AS OF _____ ___, 202_

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[TO BE UPDATED]

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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 06510 ("HANH"), The Glendower Group, Inc., a Connecticut non-stock corporation with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06511 ("Glendower Group" or the "Developer"), Eastview Terrace LLC, a Connecticut limited liability company with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06510 ("Original Owner Entity"), and Eastview Terrace Phase I Resyndication, LLC, a Connecticut limited liability company with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06510 ("Owner Entity").

W I T N E S S E T H :

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

WHEREAS, pursuant to the terms and conditions of that certain City Cooperation Agreement by and among City, Developer and HANH dated March 11, 2008, and recorded on the Land Records of the City of New Haven in Volume 8171 Page 1, as amended by that certain First Amendment to City Cooperation Agreement by and among the City, HANH and Developer dated October 14, 2015 and recorded on the Land Records of the City of New Haven in Volume 9359 Page 341 to which reference may be had (collectively, the "Original Cooperation Agreement"), the parties made certain agreements with respect to, *inter alia*, the redevelopment of the real property owned by HANH located at 145 Eastern Street, New Haven, Connecticut identified as Eastview Terrace (the "Property"), including the abatement of real property taxes all as set forth in the Original Cooperation Agreement; and

WHEREAS, the Original Cooperation Agreement provided for the redevelopment of the Property in two Phases, with Phase 1 consisting of ninety (90) rehabilitated rental housing units for low-income households, and New Phase 1 consisting of twelve (12) new construction housing units for low-income households, and a community center (collectively Phase 1 and New Phase 1 being hereinafter referred to as “Phase 1”), and Phase 2 consisting of twenty-five (25) new construction rental housing units for low-income households, all of which Phase 1 units are as set forth in Exhibit B attached hereto (the "Unit Mix"); and

WHEREAS, to effectuate the redevelopment described in the immediately preceding recital, Developer formed Original Owner Entity which pursuant to the Ground Lease (as defined in Section 1.14 hereinbelow) and terminating on March 11, 2097, ground leased the Property from HANH to own the improvements on the Property; and

WHEREAS, pursuant to the terms and conditions of that certain Declaration of Condominium dated March 11, 2008, and recorded on the Land Records of the City of New Haven in Volume 8170 Page 121 of the New Haven Land Records, as amended by that certain First Amendment of the Declaration of Eastview Terrace Condominium, New Haven, Connecticut, dated as of December 1, 2015 and recorded in Volume 9359 at Page 48 of the New Haven Land Records, that certain Second Amendment to the Declaration of Eastview Terrace Condominium, New Haven, Connecticut, recorded on August 22, 2017 in Volume 9612 at Page 89 of the New Haven Land Records, that certain Third Amendment to the Declaration of Eastview Terrace Condominium recorded on May 30, 2018 in Volume 9720 Page 218 of the New Haven Land Records, as amended by that certain Fourth Amendment to the Declaration of Eastview Terrace Condominium recorded on May 30, 2018 in Volume 9720 Page 232 of the New Haven Land Records (collectively, and as further amended, the "Condominium Declaration"), the Property was subjected to a condominium regime identifying Phase 1 (and, for purposes of clarity, New Phase 1), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Redevelopment Site") and Phase 2; and

WHEREAS, the redevelopment of Phase 1 and Phase 2 have been fully completed, and as of the date hereof, fifty-three (53) of the Phase 1 rental housing units are assisted by project based assistance pursuant to the Rental Assistance Demonstration Program ("RAD"), and forty-nine (49) of the Phase 1 rental housing units are assisted with Project Based Section 8 Housing Choice Vouchers; and

WHEREAS, the Phase 1 redevelopment was financed utilizing, *inter alia*, Low-Income Housing Tax Credits ("LIHTC") which were purchased by an equity investor (the "Equity Investor") in the Original Owner Entity; and

WHEREAS, the fifteen (15) year LIHTC compliance period for the Phase 1 Project was completed in 2023, Glendower has purchased the membership interest of the Equity Investor in the Owner Entity and is preparing to re-syndicate the Phase 1 development financing utilizing 4% LIHTC to allow for new upgrades to the Phase 1 property, including replacing roof systems, new windows, full gut rehabilitation of all kitchens and bathrooms, new flooring, painting, interior doors, exterior decking, site work and additional items as required, and with respect to the community building, new roofing and windows and a restructuring of the interior layout to increase usability for the property manager and various social service and resident activities (the "Project"); and

WHEREAS, as part of the resyndication of Phase 1 and the rehabilitation of Phase 1 as contemplated herein, and to permit the financing and other funding of Phase 1 as described hereinabove, HANH, Developer and Original Owner Entity formed Owner Entity to undertake the resyndication and rehabilitation of Phase 1, which is the Redevelopment Site.

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

1.11 [INTENTIONALLY OMITTED]

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

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

1.14 "Ground Lease" shall mean the ground lease agreement by and between HANH and Original Owner Entity dated March 11, 2008, as amended from time to time, a notice of which is recorded on the Land Records of the City of New Haven in Volume 8170 at Page 113, pursuant to which HANH has leased to Original Owner Entity the Redevelopment Site.

1.15 [INTENTIONALLY OMITTED]

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

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

1.18 "Market Rate Units" means the residential rental units at the Redevelopment Site, if any, that are not Affordable Units and are not subject to income eligibility or rent restrictions.

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

1.20 [INTENTIONALLY OMITTED].

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

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

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

1.24 "Rental Units" shall mean the Affordable Units.

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

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

1.27 "State" shall mean the State of Connecticut.

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

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

ARTICLE II

SCOPE OF AGREEMENT AND PROJECT FINANCING

2.01 Scope of Agreement.

Notwithstanding anything to the contrary contained herein, it is the intention of the parties hereto that the terms and conditions of this Agreement are applicable only to the Redevelopment Site identified as Phase 1, and not applicable to Phase 2, it being the intention of the parties that the Original Cooperation Agreement, as amended shall otherwise remain in full force and effect in accordance with its terms with respect to all real property that is the subject thereof except for the Redevelopment Site identified as Phase 1.

2.02 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, Developer and Owner Entity.

ARTICLE III

TAX AGREEMENTS

3.01 Rental Units.

(a) (i) Commencing upon the date on which this Cooperation Agreement is recorded on the New Haven Land Records, the Original Cooperation Agreement shall terminate with respect to the Redevelopment Site, and the City Real Estate Taxes due on the Redevelopment Site shall abate with respect to the Rental Units, for a period of thirty-nine (39) years (the "Tax Agreement Period"), all in accordance with the provisions of Section 28-4 of the Code of Ordinances of the City of New Haven.

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

(iii) Upon the expiration of the Construction Period, the Redevelopment Site shall be subject to an annual Payment in Lieu of Taxes (the "PILOT") with respect to the Affordable Units during the Tax Agreement Period which shall be determined by multiplying the number of Affordable Units by the sum of Four Hundred Fifty And No/100 Dollars ($450.00) (the "Base Rate"), and such Base Rate shall be increased annually with respect to each Rental Unit by three percent (3%) per annum, compounded annually (the “Escalation Rate”). Notwithstanding anything to the contrary contained herein, in no event shall the Base Rate, increased by the compounded 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.

(b) It is hereby agreed, stipulated and understood that at the expiration of the Tax Agreement Period the full amount of all City Real Estate Taxes then assessed with respect to the Rental Units shall be payable in full by the then owner of the Project, provided, however, that in the event that the Project is owned by HANH or Glendower or by an entity controlled by HANH or Glendower, the real estate tax status of the Project shall be determined in accordance with then applicable law.

(c) Notwithstanding the provisions in subsection 3.01(a) above, 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 and is not applicable to the Market Rate Units, if any.

3.02. General Provisions.

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

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

(c) In the event that the Owner Entity fails to pay timely any amounts set forth in this Article as tax payments hereunder, the unpaid amounts shall be subject to the provisions of the Connecticut General Statutes pertaining to interest on delinquent tax payments as to the portion of the Redevelopment Site.

3.03. Tax Agreement Applicable to Phase 1 Only.

Notwithstanding anything to the contrary contained herein, it is the intention of the parties hereto that the terms and conditions of this Tax Agreement provisions of Section 3.01 are applicable only to the Redevelopment Site identified as Phase 1, and not applicable to Phase 2, it being the intention of the parties that the Original Cooperation Agreement shall otherwise remain in full force and effect in accordance with its terms with respect to all real property that is the subject thereof except for the Redevelopment Site identified as Phase 1.

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.

ARTICLE V

THE PROJECT DEVELOPMENT— DEVELOPER'S OBLIGATIONS

5.01 Developer Obligations.

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

5.02 Zoning Matters.

The parties acknowledge that the Project may require the Developer to apply 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. It is further agreed and understood that the City Plan Commission and the New Haven Board of Zoning Appeals are independent agencies which the City does not control.

5.04 Performance Schedule.

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

5.05 Rental Licenses/Inspections.

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

5.06 Other Developer Obligations.

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

5.07 Employment Requirements.

The Developer shall comply with the affirmative action and jobs requirements set forth in the plan attached hereto as Exhibit F, and shall work cooperatively with the City to achieve such compliance. Developer agrees that it shall use the City's Small Business Initiative as referenced in Exhibit F to assist Developer in the fulfillment of Developer's obligations pursuant to this Section 5.07. City and Developer hereby approve the plan set forth in Exhibit F.

5.08 Insurance and Indemnification.

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

5.09 Construction Fencing.

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.

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. For the purposes hereof, the Owner Entity shall constitute a Development Entity hereunder with respect to the Redevelopment Site.

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.

(b) In furtherance of the BOA Order, HANH, the Owner Entity 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 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 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.

(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 Default. In addition to other remedies set forth in this Agreement, in the event that the City materially defaults on any of its 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. In the event that the City fails to cure a default, the Developer (or the appropriate Development Entity) shall retain all remedies against the City 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 approvals, Developer and the Owner Entity 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, Developer, the Owner Entity 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 Owner Entity, and Developer, except that the Development Entity’s Lenders and Tax Credit Investors and each of their successor and assigns shall be deemed third party beneficiaries.

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

(c) To the extent that there are any technical modifications required which are not substantive changes requiring Board of Alders approval, the Economic Development

Administrator of the City is authorized and empowered to execute and deliver such agreements and documents necessary to effectuate such modification(s).

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 HANH	Housing Authority of the City of New Haven 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 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 Original Owner Entity:	Eastview Terrace 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 Owner Entity/Development Entity:	Eastview Terrace Phase I Resyndication, 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
Housing Administration & Development
Attn: 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 Tax Credit Investor: _____
_____
_____
_____
Attn: _____

With a Copy to: _____
_____
_____
_____
Attn: _____

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

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

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

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

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

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

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

9.04 Property Management.

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

In the event that the Operator shall at any time during the term of this Agreement fail to attain the Minimum Performance Level then the Developer or Development Entity shall be obligated to terminate the then current Operator and appoint a new Operator reasonably acceptable to HANH, Developer, the Development Entity, Investor and Lender, and shall

provide the City with notice of the termination, the name and appropriate contact information for the new Operator. Each management agreement shall expressly reference this Section 9.04.

[SIGNATURE PAGES FOLLOW]

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

Executed in the presence of:

_____ CITY OF NEW HAVEN

_____ By:_____
Justin Elicker
Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

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

_____ HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

_____ By:_____
Shenae Draughn
President

_____ THE GLENDOWER GROUP, INC.

_____ By:_____
Shenae Draughn
President

_____

EASTVIEW TERRACE LLC
By: Eastview Terrace Redevelopment
Corporation, its Managing Member

_____

By:_____
Shenae Draughn
President

_____

EASTVIEW TERRACE PHASE I
RESYNDICATION, LLC
By: Eastview Terrace Redevelopment
Corporation, its Managing Member

_____

By:_____
Shenae Draughn
President

[ACKNOWLEDGEMENT PAGES FOLLOW]

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

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

_____
Printed Name:_____
Notary Public
Commissioner of the Superior Court

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

On this the ___ day of _____, 202_, before me, the undersigned officer, personally appeared Shenae Draughn, 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)
: ss. New Haven
COUNTY OF NEW HAVEN)

On this the ___ day of _____, 202_, before me, the undersigned officer, personally appeared Shenae Draughn, as President of The Glendower Group, Inc., one of the signers and sealers of the foregoing instrument, and she acknowledged the same to be the free act and deed of The Glendower Group, Inc. and of herself, as President thereof, before me.

_____
Printed Name:_____
Notary Public
Commissioner of the Superior Court

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

On this the ___ day of _____, 202_, before me, the undersigned officer, personally appeared Shenae Draughn, who acknowledged herself to be the President of Eastview Terrace Redevelopment Corporation, managing member of Eastview Terrace 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 Shenae Draughn, who acknowledged herself to be the President of Eastview Terrace Redevelopment Corporation, managing member of Eastview Terrace Phase I Resyndication, 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

EXHIBIT A

The Redevelopment Site – Legal Description

EASTVIEW TERRACE PHASE ONE UNITS AND NEW PHASE ONE UNITS

All that certain real property described as Units Number 261, 251, 77, 69, 83, 95, 57, 70, 41, 29, 16, 19, and 141 (collectively, "Phase One Units"), and A, B, C (collectively "New Phase One Units") together with their undivided interest in the Common Elements and the Limited Common Elements and the appurtenances to said Units, and all Development Rights, in each case of Eastview Terrace Condominium, which is located in the City of New Haven, County of New Haven and State of Connecticut. Said Phase One Units and New Phase One Units, Common Elements, and Limited Common Elements and appurtenances thereto exist pursuant to a Declaration of Condominium by Eastview Terrace LLC ("Declaration") recorded in the land records of the City of New Haven, Connecticut (the "Land Records") on March 18, 2008, Volume 8170, Page 121, as amended by a First Amendment to the Declaration of Eastview Terrace Condominium dated December 1, 2015 and recorded on December 11, 2015 in Volume 9359 at Page 48 in the Land Records, as amended by a Second Amendment to the Declaration of Eastview Terrace Condominium recorded in Volume 9612 at Page 89 in the Land Records, as amended by a Third Amendment to the Declaration of Eastview Terrace Condominium dated as of May 23, 2018 and recorded in Volume 9720 at Page 218 in the Land Records, and as amended by a Fourth Amendment to the Declaration of Eastview Terrace Condominium dated as of May 23, 2018 and recorded in Volume 9720 at Page 232 in the Land Records, as the same may be further amended from time to time, to which reference may be had, together with the undivided interest of said Phase One Units and New Phase One Units in and to the Common Elements, Limited Common Elements, Ground Lease and all appurtenances to said Phase One Units and New Phase One Units, including, without limitation. For the purposes hereof, the terms "Common Elements", "Limited Common Elements" and Development Rights shall have the meanings ascribed to them in the Declaration.

Excepting therefrom, those Development Rights and Special Declarant Rights assigned to Glendower Fair Haven LLC by Assignment of Development Rights and Special Declarant Rights from Eastview Terrace LLC, as Assignor, and Glendower Fair Haven LLC, as Assignee, dated December 1, 2015 and recorded on December 11, 2015 in Volume 9359, Page 113 in the Land Records and any units created pursuant to said assigned Development Rights and Special Declarant Rights.

EASTVIEW TERRACE LLC 16 Units (102 Apartments)	
Phase One Units	**New Phase One Units**
Unit 261 (6 Apartments)	Unit A (4 Apartments)
Unit 251 (8 Apartments)	Unit B (4 Apartments)
Unit 77 (6 Apartments)	Unit C (4 Apartments)
Unit 69 (8 Apartments)	
Unit 83 (8 Apartments)	
Unit 95 (8 Apartments)	
Unit 57 (8 Apartments)	
Unit 70 (4 Apartments)	
Unit 41 (8 Apartments)	
Unit 29 (8 Apartments)	
Unit 16 (6 Apartments)	
Unit 19 (4 Apartments)	
Unit 141 (8 Apartments)	

EXHIBIT B

Unit Mix

Funding Source	AMI %	# Bedrooms	# Units	Unit Size (Square Feet)	Number of Baths per Unit
LIHTC	60%	1	19	993	1-1.15
LIHTC	60%	2	31	993	1-1.5
LIHTC	60%	3	4	1,273	1-1.5
LIHTC	60%	2	10	1,897	2-2.25
LIHTC	60%	3	31	1,897	2-2.25
LIHTC	60%	4	7	2,035	2-2.26
			102		

Number of LITHC Qualified Units 102

Number of Other Affordable Units

EXHIBIT C

Site Plan

SITE IMPROVEMENT LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- PROPOSED FENCE
- NEW ADA CONCRETE WALK
- EXISTING BIT. WALK TO BE REPLACED WITH CONCRETE
- REMOVE CONCRETE PADS AND REPLACE WITH MULCHED BEDS BENCH QTY-6
- PROPOSED LIGHT POLE QTY-55
- REPLACE EXISTING BIT. CURB WITH NEW
- POTENTIAL PLAY AREA
- PLANTING BEDS TO MAINTAIN
- EXISTING BUILDING
- CATCH BASIN TYPE
- PROPOSED DRAINAGE LINE
- QR — RED OAK - QUERCUS RUBRA QTY-18
- QA — WHITE OAK - QUERCUS ALBA QTY-7
- AR — RED MAPLE - ACER RUBRUM QTY-16

NOTES

1. SITE LIGHTING IMPROVEMENTS TO BE DETERMINED BASED UPON REC. SITE PHOTOMETRIC STUDY
2. TURF RENOVATION: OVER SEED VIA MECHANICAL SLIT SEEDING. PROVIDE SOIL AMENDMENT BASED UPON OIL TEST RESULTS. MINIMUM 3 LAB TEST RESULTS THROUGH OUT PROPERTY.
3. PROPOSED TREES TO BE INSTALLED AT 3"- 3½" CAL. B&B
4. UPON COMPLETION OF CONSTRUCTION AND FINAL STABILIZATION, THE CONTRACTOR SHOULD CLEAN ALL CATCH BASINS AND STORM PIPES TO REMOVE ACCUMULATED DEBRIS

GRAPHIC SCALE
40 20 0 40
SCALE IN FEET

THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF FREEMAN COMPANIES, LLC

Freeman Companies, LLC R:\2023\2023-0901 Eastview Terrace Phase 1\DWG\XREF\XB-230901-BASEFILE-01.dwg Jul 25, 2024-1:09pm Plotted By: mdoroz

PATRIQUIN ARCHITECTS

Kenneth Boroson
ARCHITECTS
315 Peck Street
New Haven, CT 06513
p: 203.624.0662 ▪ f: 203.562.1732
www.kbarch.com

FREEMAN COMPANIES
LAND DEVELOPMENT · ENGINEERING DESIGN · CONSTRUCTION SERVICES
36 JOHN STREET, HARTFORD, CT 06106
WWW.FREEMANCOS.COM
(860)251-9550
FAX:(860)986-7161
ELEVATE YOUR EXPECTATIONS

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NO.	DATE	REVISION
ISSUE/REVISION		

PROJECT NAME
EASTVIEW TERRACE APARTMENTS

BUILDING NAME & ADDRESS
THE GLENDOWER GROUP
185 EASTERN STREET
NEW HAVEN, CT 06513

PROJECT NUMBER
2023-0901

DRAWING TITLE
DESIGN DEVELOPMENT

SCALE	DRAWN BY
	MD
FILENAME	DATE
XB-230901-BASEFILE-01	JULY 26, 2024

DRAWING NUMBER
DD-1

EXHIBIT D

Sources and Uses Statement

CONNECTICUT HOUSING FINANCE AUTHORITY

Exhibit 6.5 - SOURCES OF FUNDS

CONNECTICUT Department of Housing

Version 2024
Submission Date:
January 1, 2024

DEVELOPMENT NAME Eastview Terrace

APPLICANT The Glendower group, Inc.

TAX CREDIT EQUITY, CAPITAL, GRANTS, Etc.		Construction Sources	Permanent Sources	Construction Paydown
	DOH Grant Funding			0
CDBG Grant Funds:	[Specify]			0
Other Public Funds:	[Specify]			0
4	% LIHTC Net Proceeds	4,000,000	14,740,080	10,740,080
	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	Existing Reserves	1,000,000	1,000,000	0
Other	[Specify]			0
	Sub-Total	**$5,000,000**	**$15,740,080**	**$10,740,080**

FINANCING [Sources w/ Notes and Mortgages]		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
CHFA Loan	Tax-Exempt Bonds	1	22,000,000	15,600,006	-6,399,994	6.780%	40	6.400%	Y	N/A	$1,082,667	1.167	www.chfa.org
CHFA Loan - Non-Bond Proceeds	[Specify]				0					N/A	$0	N/A	
	DOH Loan Funding				0				N		$0	N/A	
CDBG Loan Funds:	[Specify]				0						$0	N/A	
Other Public Funds:	HANH Bonds				0						$0	N/A	
	Deferred Developer Fee	2		902,082	902,082	0.000%	15	0.000%	N		$0	N/A	
Other Amortizing Debt	MTW		3,741,770		-3,741,770	1.000%	40	1.000%	N	Y	$0	N/A	
Other Amortizing Debt	DDF				0						$0	N/A	
	Existing Debt				0						$0	N/A	
	GP Loan	3	8,750,000	8,750,000	0	5.000%	40	5.000%	N	Y	$0	N/A	
	Sub-Total		**$34,491,770**	**$25,252,088**	**-$9,239,682**				**Total Scheduled Debt Service**		**$1,082,667**		
	TOTAL Sources		**$39,491,770**	**$40,992,168**	**$1,500,398**								
	Total Commercial Cost (Dev. Budget)		**$0**	**$0**									
	Total Development Budget		**$39,319,919**	**$40,992,168**									
	Sources LESS Uses		**$171,851**	**$0**									

MAX Deferred Developer Fee	Developer Fee Per Budget	% of Total Developer Fee Deferred
$4,195,617	$2,564,587	164%

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

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

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

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

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

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

EXHIBIT E

Development Schedule

Proposed Initial Closing Date	**6/1/2026**
Construction Start Date	**6/15/2026**
Estimated 50% Completion	**3/31/2027**
Estimated 90% Completion	**12/30/2027**
Construction Completion	**2/10/2028**
Estimated LIHTC Placed-In-Service Date	**2028**
Lease-up Start	**Currently Occupied**
Sustaining Occupancy	**Jan-2028**

EXHIBIT F

Section 3, MBE/WBE Plan

ELM CITY communities
Housing Authority of New Haven

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

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

(TO BE COMPLETED BY PRIME CONTRACTOR)

BID DOCUMENT OR RFP OR PURCHASE ORDER NO: _____

BID DOCUMENT OR RFP TITLE: _____

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO: _____

PRIME CONTRACTOR NAME(S): _____

_____
ADDRESS CITY STATE ZIP

_____
TELEPHONE NUMBER CELLULAR NUMBER

_____
E- MAIL ADDRESS

ETHNICITY: _____ GENDER: _____

SECTION3/MBE/WBE/DBE LIAISON: _____

CONTRACT AMOUNT $_____

SECTION 3 TOTAL $ _____

MBE TOTAL $ _____

WBE TOTAL $ _____

ELM CITY communities
Housing Authority of New Haven

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

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

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

Subcontracting Opportunities:

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

B. Contractors must seek to satisfy the numerical goal that at least 20% of the total dollar amount of all subcontracts for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to MBE Business Concerns.

C. All contractors must seek to satisfy the numerical goal that at least 6 percent of the total dollar amount of all subcontracts for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to WBE Business Concerns.

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

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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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Phone: 203.498.8800 Fax 203.497.8510

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

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

MINORITY AND WOMEN WORKFORCE AND NEW HIRES

Trainees and Apprentices

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

Skilled Workers

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

Unskilled Labor

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

(Attach additional sheets, if necessary)

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Phone: 203.498.8800 Fax 203.497.8510

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

- ❑ Tenant Associations/Organizations:
  Specify: _____.
- ❑ Local Newspapers: *Specify* _____.
- ❑ Posters: Identify location _____.
- ❑ Labor Unions and apprentice programs _____.
- ❑ HANH's 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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Housing Authority of the City of New Haven
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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 SEAL)
(NOTARY PUBLIC SIGNATURE)

My commission Expires: _____

ELM CITY communities
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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:

ELM CITY communities
Housing Authority of New Haven

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? _____

ELM CITY communities
Housing Authority of New Haven

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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 SEAL)**
(NOTARY PUBLIC SIGNATURE)

My Commission Expires: _____

ELM CITY communities
Housing Authority of New Haven

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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

ELM CITY communities
Housing Authority of New Haven

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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 I N C O M E L I M I T S----------

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

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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 I N C O M E L I M I T S 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.

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SECTION 3 NEW HIRE REPORT SECTION

SECTION A:

1. A Project Name: Site Address, Contract Number:
2. Sponsor Name: Prime Contractor Name: Report Period (mm-yyyy):
3. Firm completing this Form: HANH Program: Address:
4. HANH Contact Person: City/State: Contract Description: Zip: Contract Amount:
5. Person Completing This Form: Telephone Number: FAX Number: Email Address:
6. Contractor Name:

SECTION B:

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

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

COPY AND ATTACH ADDITIONAL PAGES AS NEEDED

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

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

Signature: Title: Date:

SECTION3/MBE/WBE/NEW HIRE REPORT
Revised March 2015

ELM CITY COMMUNITIES
Housing Authority of New Haven

SCHEDULE D

STATUS REPORT LOG FOR ALL SUBCONTRACTORS INCLUDING SECTION 3/MBE/WBE SUBCONTRACTORS/SUPPLIER PAYMENTS

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

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

PROJECT NAME: _____

HANH PROJECT #: _____ REQ #: _____

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

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

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

Located at _____
ADDRESS

In the City of _____ State of _____

and that the aforementioned expenditures have been incurred for work this period _____ (date of REQ) and will pay the costs upon receipt of payment.

*Business Categories
Section 3 = Section 3 Businesses
MBE = Minority Business Enterprise
WBE= Women Business Enterprise
RHB = Resident Owned Business Concerns

Regardless of tier, a completed Self-Certification must be submitted for the General Contractor and each Subcontractor

**Please supply a copy of licenses of each trade/classification relevant to the Project.

State of Connecticut

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 My Commission Expires:

EXHIBIT G

Minimum Performance Level

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

PERFORMANCE STANDARDS

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

QUANTATIVE PERFORMANCE STANDARDS

a) Glendower and the Owner have established the following quantitative Performance Standards and expectations. These standards are based on PHAS guidelines and are consistent with normal housing management industry standards. Performance Standards that are described by PHAS or SEMAP shall be the equivalent of "A"s.

b) Vacancy Loss of less than 4% following completion of rent-up.
   i. Vacancy loss is calculated in accordance with HUD PHAS standards.
   ii. Measured as the number of days lost to vacancy divided by the total number of possible occupancy days.

c) Average Vacancy Turnover of not more than 14 days.
   i. Vacancy Turnover is calculated in accordance with HUD PHAS standards.
   ii. Measured as the number of days between move-out of one resident and the move-in of the next resident to the vacant apartment. (lease end to lease start)

d) Rent Collection – Uncollected Rent not to exceed 5%.
   i. Rent Collections and Uncollected Rent is calculated in accordance with HUD PHAS standards.
   ii. Measured as the total amount of uncollected rent for the reporting year plus the total uncollected rent carried into the year for residents in possession divided by the total rent billed for the year.

e) Emergency Work orders Abated within 24 Hours.
   i. All (100%) emergency work orders (identified as work that if left incomplete poses a serious threat to life and safety) will be abated within 24 hours of the Agent becoming aware of the need for repair.

f) Average Work Order Completion not to exceed 7 days.
   i. The average time to complete non-emergency work orders will not exceed 7 days, calculated in accordance with HUD PHAS standards, measured as the total number of days for completed and outstanding work orders divided by the number of complete or outstanding work orders.

g) Annual Satisfaction Survey and Work Order Quality Control Survey.

i. The Owner will conduct an annual satisfaction survey by mailing to all residents, review and compile the results of the survey and make these results available to the HANH.

ii. The Owner will survey 10% of all completed work orders periodically for quality control purposes, review and compile the results of the survey and make these results available to HANH.

h) Security

i. The Owner will be required to track and report on crime related problems including arrests and police calls.

i) Annual HUD Inspections

i. The Owner will provide access and data necessary for annual HQS inspections and will achieve a pass. If health and safety deficiencies are found they will be corrected or abated within 24 hours and all other deficiencies will be corrected within 7 days.

j) Annual Unit Inspections

i. The Owner shall complete annual unit inspections 100% of the Section 8 units (HQS standard).

k) Reporting Requirements

i. The Owner will provide an Annual Audit and Monthly Narrative Report and Financial Report to HANH.

l) Annual Audit

i. Annual Audited Financial Statements will be provided to HANH by the owner, with the following conditions:

1. The Audit is due to the Owner 120 days after the end of each fiscal year.
2. The Audit must be prepared in accordance with generally accepted accounting principles (GAAP)
3. The Audit must be accompanied by the report of an independent Certified Public Accountant.
4. The audit must be accompanied by any supplemental data required by HANH or HUD such as certifications as to compliance with laws, regulations or agreements.

m) Monthly Narrative Report

i. The Monthly Narrative Report will detail a summary of property operations, including:

1. Summary of move-in and move-out activity, compared to prior month and the comparable quarter in the preceding fiscal year.
2. Vacancy Report, by unit size, type and income categories, including number of days vacant.
3. Waiting List Report, including the number of families on the waiting list for each unit size, type and income category.
4. Share Transfer Account Activity, including total accounts receivable, total cash balance, quarterly income, quarterly new loans and delinquent accounts.
5. Aged Housing Payments Delinquency Report, including amounts and age of housing payment delinquencies.

6. Maintenance Activity Report, including summary of maintenance requests received and responses initiated, completed or outstanding at the end of the quarter by category (normal, emergency, planned, preventative).

n) The Monthly Narrative Report will detail a summary of property operations, including:

i. The Monthly Financial Report will include the following:

1. Itemized Report of Income and Expense on Accrual Basis, reporting for the month and year to date, in a format substantially comparable to HUD-92410 (Statement of Profit and Loss) and which indicates all budget variances.

2. Accounts Payable Schedule as of the end of the reporting month, in a format comparable to HUD-93481 (Schedule of Accounts Payable).

3. Tenants Accounts Receivable report showing all receivable amounts in an aged format.

4. Statement of Surplus Cash, as of the end of the reporting period, in a format comparable to HUD-93486.

SECTION 8 UNITS

1. **Rents**

a. The Owner will ensure that all rents are considered reasonable at the time of lease and throughout occupancy of the unit by conducting at a minimum, an annual rent reasonableness study.

b. The Owner will obtain third party verifications and will be responsible for verifying correct rent calculations and allowances on an annual basis.

c. The Owner will be responsible for annual income re-certifications for 100% of Section 8 residents.

2. **Low Income Housing Tax Credit Units**

a. Compliance

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