

**NOTICE OF ALDERMANIC MEETING
OF
THE CITY OF NEW HAVEN
GREETINGS**

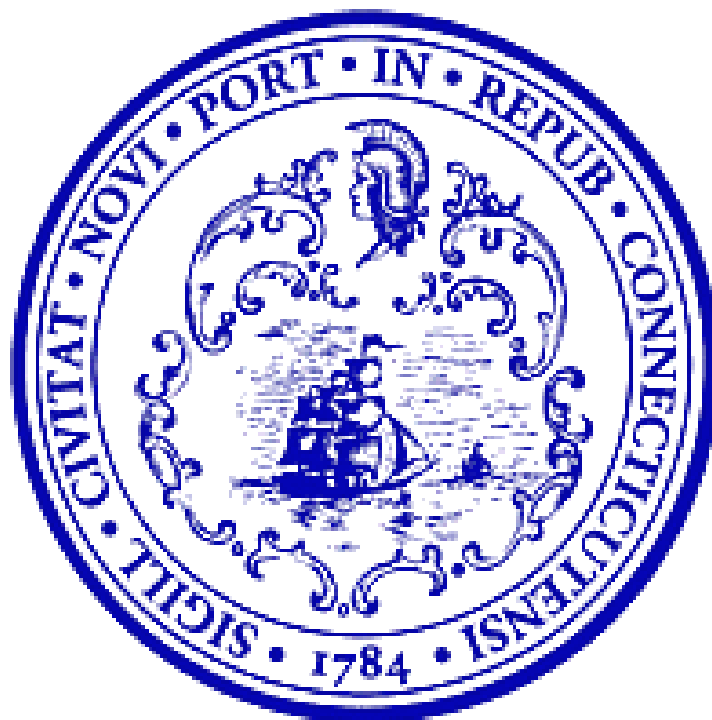
You are hereby required to meet in the Aldermanic Chambers of the City of New Haven on the date and time below.

TUESDAY 17th DAY JANUARY 2023

At 7:00 PM

Given under my hand this 13th Day of January 2023


(Hon Justin Elicker)



The Seal of The City of New Haven

BOARD OF ALDERS
REGULAR MEETING
AGENDA
January 17, 2023

Attendance -
Divine Guidance

Approval of the Journal of the January 3, 2023, Regular Meeting of the Board of Alders.

ELECTIONS

By Resolution:

- a. Affirmative Action Commission. One Member. One Year Term
- b. Capital Projects Committee. Two Members (not of same party). One Year Term.
- c. City Plan Commission. One Member. One Year Term.
- d. Cultural Affairs Commission. One Member. One Year Term.
- e. Development Commission. One Member. One Year Term.
- f. Environmental Advisory Council. One Member. Two Year Term (filling vacancy for year two).
- g. Equal Opportunities Commission. One Member. Two Year Term. (filling vacancy for year two).
- h. Parks Commission. Two Members (elected bipartisan). One Year Term.
- i. Redevelopment Agency Advisory Council. Two Members (selected on a bipartisan basis). One Year Term.

UNANIMOUS CONSENT

- 1. From Tax Collector, Order De Tax Refunds (January 17, 2022)
- 2. From the Chief of Staff submitting an Order approving the key employee salary request of \$124,500 for the position of Manager of Human Resources and Benefits.
- 3. Order concerning real property taxes of Anthony E. Johnson Jr., on motor vehicle tax accounts 86194 and 77077
- 4. Order concerning real property taxes of Luiggi Diaz on motor vehicle tax accounts 63961, 83942, 64250, and 64178.

COMMUNICATIONS

- 1. From the Mayor submitting a request to approve the appointment of Sharon Bass to the Homeless Advisory Commission.
- 2. From the Mayor submitting a request to approve the appointment of Cordalie Benoit to The Historic District Commission.
- 3. From the Mayor submitting a request to approve the appointment of Kyle Hovannesian to The Commission on Youth.
- 4. From the Mayor submitting a request to approve the appointment of Kelonda Maull to The Commission on Youth.

BOARD OF ALDERS
REGULAR MEETING
AGENDA
January 17, 2023

5. From the Mayor submitting a request to approve the appointment of Donald McAulay, Jr. to The Commission on Youth.
6. From the Mayor submitting a request to approve the reappointment of Mildred Melendez to The Board of Zoning Appeals.
7. From the Mayor submitting a request to approve the reappointment of Unedra Muley to The Homeless Advisory Commission.
8. From the Mayor submitting a request to approve the reappointment of Matthew Wilcox to The Board of Education.
9. From Democracy Fund submitting a request to review and approve the New Haven Democracy Fund Board Approved Code of General Ordinance Revisions.
10. From West Ridge Apartments submitting an application for tax abatement for low-income multi-family residential developments for the address concerning 16 Miller Street, New Haven, CT 06511.

FIRST READINGS

11. **City Services and Environmental Policy. Favorable.**
 - a. Order of the New Haven Board of Alders approving the Parks Commission to accept a donation of funding to install fitness equipment at Wooster Memorial Park from the Dalio Foundation in memory of Devon Dalio and for the city to execute any necessary documents.
 - b. Resolution of the New Haven Board of Alders authorizing the City to apply for and accept a grant from the Connecticut Department of Economic and Community Development in the amount of \$1,300,000 and to partner with West River Housing Company, LLC to support the environmental remediation of the property located at 16 Miller Street.
 - c. Resolution of the New Haven Board of Alders authorizing the City to apply for and accept a grant from the Connecticut Department of Economic and Community Development in the amount of \$985,000 and to partner with Monarch Apartment Homes, LLC to support the environmental remediation of the property located at 149-169 Derby Avenue.
 - d. Resolution of the New Haven Board of Alders authorizing the City to apply for and accept a grant from the Connecticut Department of Economic And Community Development in the amount of \$2,000,000 and to partner with Conncorp. LLC, to support environmental remediation of the property located at Dixwell Plaza.
 - e. Resolution of the New Haven Board of Alders authorizing the city to apply for and accept a grant from the Connecticut Department of Economic and Community Development in the amount of \$2,000,000 and to partner with Winchester Partners and Science Park Development Corporation to support environmental remediation of the property located at 275 Winchester Avenue.
 - f. Order of the Board of Alders of the City of New Haven authorizing the filing of an application with the U.S. Environmental Protection Agency for and acceptance of a grant in an amount not to exceed \$2,000,000 to remediate city-owned property at George and Orange Streets.

BOARD OF ALDERS
REGULAR MEETING
AGENDA
January 17, 2023

12. Finance. Favorable.

- a. Order of the New Haven Board of Alders appropriating \$1.3 million from the American Rescue plan act for the purchase of Parks and Public Works rolling stock.
- b. Ordinance amendment to Appropriating Ordinance #1 authorizing budget transfer #504-23-1 transferring funds from the Parks and Public Works salary accounts to the Parks and Public Works overtime accounts in the amount of four hundred thousand dollars (\$400,000) and transferring funds from the Parks and Public Works salary account to Parks and Public Works transfer station other contractual services account in the amount of one million dollars (\$1,000,000).
- c. Order of the Board of Alders of the City of New Haven authorizing the execution of the Quadient, inc. agreement with the Board of Education for the period of July 1, 2022, to June 30, 2027.
- d. Order of the Board of Alders of the City of New Haven authorizing the execution of the CT Association for the Performing Arts agreement with the Board of Education for the period of July 1, 2022, to June 30, 2027.

MISCELLANEOUS

13. MOTION TO DISCHARGE.

From the Chair of the Finance Committee submitting a motion to discharge the Finance Committee from consideration of the following items and take them up for immediate action.

- a. Order of the New Haven Board of Alders, authorizing the execution of the successor collective bargaining agreement between the City of New Haven and local 1303-467 (nurses), AFSCME council 4, dated July 1, 2020-June 30, 2026
- b. Order of the New Haven Board of Alders, authorizing the execution of the collective bargaining agreement between the New Haven Board of Education and the New Haven School Administrators' Association on New Haven, inc., July 1, 2023-June 30, 2026

14. MOTION TO AMEND:

From Alder Singh Submitting a Motion to Amend LM-2019-0303, An Order of The Board of Alders re: the disposition of 455 Greenwich Avenue, an item Previously Adopted on May 19, 2019, and amended on July 6, 2021, by extending the expiration date to January 17, 2024.

FROM TAX COLLECTOR, ORDER DE TAX REFUNDS (January 17, 2023)

ORDERED by the New Haven Board of Aldermen that the tax refund applications specified hereinafter by taxpayer's name, account number, and refund amount be and hereby are approved pursuant to the Connecticut General Statutes and the certification of the Tax Collector. The Tax Collector shall draw orders upon the City Treasurer for each payee specified and, pursuant to Section 2-37 of the City Ordinances, the Controller or his designee shall surrender each payment to the payee named thereon after obtaining satisfaction of any and all debts owed to the City of New Haven by the Payee.

NAME	ACCOUNT	AMOUNT
CARBONELLA & DESARBO	57814	\$305.78
CARBONELLA & DESARBO	57815	\$305.78
CARBONELLA & DESARBO	57813	\$1,368.52
DAVID LUIS A	62301	\$688.61
HONDA LEASE TRUST	55888	\$246.05
HOSEN JANE	75010	\$11.87
KOIKE TATIANA	77619	\$77.81
LAWRENCE LEASING OF CT INC	78451	\$303.08
LAWRENCE LEASING OF CT INC	78452	\$238.03
ORTIZ JOVANIE	87414	\$55.41
PRIEST CLAIRE	92654	\$254.51
THAKUR VINAY	100272	\$89.17
TOYOTA LEASE TRUST	101319	\$99.84
USB LEASING LT	102483	\$504.14

\$4,548.60

CHECK LIST FOR ALDERMANIC SUBMISSIONS

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

IN ADDITION IF A GRANT:

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

Date Submitted: January 6TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Sean Matteson, Chief of Staff

Title of Legislation:

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE KEY EMPLOYEE SALARY REQUEST OF \$124,500 FOR THE POSITION OF MANAGER OF MANAGER OF HUMAN RESOURCES AND BENEFITS

Comments: Legistar File ID: LM-2023-0011

We are requesting Unanimous Consent (UC) for this item.

Coordinator's Signature:



Controller's Signature (if grant):

Mayor's Office Signature:



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



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 6, 2023

Hon. Tyisha Walker Myers
President, New Haven Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

RE: ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE KEY EMPLOYEE SALARY REQUEST OF \$124,500 FOR THE POSITION OF MANAGER OF MANAGER OF HUMAN RESOURCES AND BENEFITS

Madame President:

On October 03, 2022, the City of New Haven Board of Alders **approved the position of Manager of Human Resources and Benefits as an Executive Management and Confidential Key Employees position**. As required by the Executive Management and Confidential Key Employees Handbook, please **find enclosed the salary changes to the Manager of HR respectfully submitted to the Board of Alders for approval**.

After an exhaustive search, civil service testing process, and candidate interviews, the City is please to inform the Board that it has identified a finalist to fill the position left vacant by the resignation of former HR Manager Steve Librandi. While the Key Position designation permits for a salary range up to \$169,600, the finalist has agreed to a salary of \$124,500 which commensurate with their professional experience level in the field of Human Resources. The requested salary is an increase from the current fiscal year allotment of \$111,425 for the position and will be covered by lapse salaries within the Chief Administrator's Officer, Department 132.

As you can imagine, the City is eager to have the position filled as soon as possible. As such, we **respectfully request the item to be placed on Unanimous Consent Agenda** to be taken up for immediate action at the next regular meeting of the Board of Alders. Upon passage the City will complete the hiring process, and the finalist will begin work.

Thank you,



Sean Matteson
Chief of Staff

Cc: Regina Rush-Kittle, Chief Administrative Officer
Michael Gormany, Acting Controller
Barbara Montalvo, Liaison to the Board of Alders

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE KEY
EMPLOYEE SALARY REQUEST OF \$124,500 FOR THE POSITION OF MANAGER OF
MANAGER OF HUMAN RESOURCES AND BENEFITS

..body

WHEREAS, on October 03, 2022, the City of New Haven Board of Alders approved the position of Manager of Human Resources and Benefits as an Executive Management and Confidential Key Employees position; and

WHEREAS, the City of New Haven is seeking Board of Alder approval to set the salary appropriation for the positions of Manager of Human Resources at a salary of \$124,500 within the Key employee designation; and

WHEREAS, the funds for the additional salary increase are available through vacancies within the Chief Administrative Office and within the salary reserve account and will be adjusted accordingly in the next budget cycle as approved.

NOW, THEREFORE, BE IT ORDERED by the New Haven Board of Alders that:

Section 1. The salary request of \$124,500 for the position of Manager of Human Resources and Benefits is approved.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD #

DATE: **January 6, 2023**

FROM: Department/Office Chief of Staff, Office of the Mayor
Person Sean Matteson Telephone (203) 946-7672

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

Title of the Legislation
ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE KEY
EMPLOYEE SALARY REQUEST OF \$124,500 FOR THE POSITION OF MANAGER
OF MANAGER OF HUMAN RESOURCES AND BENEFITS

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.

FISCAL IMPACT STATEMENT

DATE: January 6, 2023
FROM (Dept.): Office of the Mayor
CONTACT: Sean Matteson, Chief of Staff **PHONE** (203) 946-7672

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE KEY EMPLOYEE SALARY REQUEST OF \$124,500 FOR THE POSITION OF MANAGER OF MANAGER OF HUMAN RESOURCES AND BENEFITS

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

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time				
3. Annual				

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

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

- 1. One-time
- 2. Annual

Other Comments: The funds for the additional salary increase (\$13,075) are available through vacancies within the Chief Administrative Office and within the salary reserve account and will be adjusted accordingly in the next budget cycle as approved.

**CITY OF NEW HAVEN
FY 2022-23 BOARD OF ALDER APPROVED**

Agency/Organization	FY 2021-22				FY 2022-23				FY 2022-23							
	Position #	Position Title	R	S	Adjusted	BU	R	S	Mayors Budget	BU	R	S	BOA	BU		
182 CHIEF ADMINISTRATIVE OFFICE																
101-Administration																
100	Chief Administrative Officer	E9			125,000	EM	E9			125,000	EM	E9			125,000	EM
110	Deputy CAO	13	6		111,916	3144	13	6		111,916	3144	13	6		111,916	3144
120	Executive Administrative Assistant.	7	10		78,213	3144	7	10		78,213	3144	7	10		78,213	3144
130	Deputy City Town Clerk	10	10		0	3144	10	10		0	3144	10	10		0	3144
17005	Coordinator Resident Services						9	4		69,028	3144	9	4		69,028	3144
Full-Time Equivalent [FTE] count				3	315,129				4	384,157				4	384,157	
Dollar Equivalent [FTE] count				0	0				0	0				0	0	
Part-Time Employee count				0	0				0	0				0	0	
102-Public Safety																
5000	Deputy Dir. Emergency Mgmt./Planning	11	5		0	3144	11	5		0	3144	11	5		0	3144
5010	Deputy Dir Emergency Mgmt./Operations	11	9		106,747	3144	11	9		106,747	3144	11	9		106,747	3144
Full-Time Equivalent [FTE] count				1	106,747				1	106,747				1	106,747	
Dollar Equivalent [FTE] count				0	0				0	0				0	0	
Part-Time Employee count				0	0				0	0				0	0	
131-Human Resources Administration																
6000	Mgr. Human Resource & Benefits	E6			111,425	EM	E6			111,425	EM	E6			111,425	EM
6005	Personnel Director	E5			89,870	EM	E5			89,870	EM	E5			89,870	EM
6015	Senior Personnel Analyst	E1			0	EM	E1			0	EM	E1			0	EM
6015	Personnel Analyst	NE3			57,000	EM	NE3			51,000	EM	NE3			57,000	EM
6020	Ex Administrative Assistant	NE3			65,826	EM	NE3			0	EM	NE3			0	EM
6025	Senior Personnel Analyst				63,000	EM				63,000	EM				63,000	EM
6035	Benefits Administrator	9	8		84,254	3144	9	8		84,254	3144	9	8		84,254	3144
17001	Clerk Typist	8	1		0	884	8	1		0	884	8	1		0	884
17002	Administrative Assistant	9	1		43,085	884	9	1		43,085	884	9	1		43,085	884
23001	Coordinator H.R. Administration						E3			82,000	EM	E3			82,000	EM
23002	Personnel Analyst						NE3			0	EM	NE3			0	EM
Full-Time Equivalent [FTE] count				7	514,460				7	524,694				7	530,694	
Dollar Equivalent [FTE] count				0	0				0	0				0	0	
Part-Time Employee count				0	0				0	0				0	0	
Grand Total of Agency Count																
Full-Time Equivalent [FTE] count				11	936,936				12	1,015,538				12	1,021,538	
Dollar Equivalent [FTE] count				0	0				0	0				0	0	
Part-Time Employee count				0	0				0	0				0	0	

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF ANTHONY E JOHNSON JR., ON MOTOR VEHICLE TAX ACCOUNTS 86194 AND 77077

..Body

WHEREAS: Anthony E Johnson Jr. has old motor vehicle tax accounts; and

WHEREAS: Anthony E Johnson Jr wants to pay these tax bills; and

WHEREAS: Anthony E Johnson Jr is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 86194 and 77077 be forgiven

BE IT FURTHER ORDERED that Anthony E Johnson Jr will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 86194 and 77077

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF LUIGGI DIAZ ON
MOTOR VEHICLE TAX ACCOUNTS 63961, 83942, 64250, AND 64178.

..Body

WHEREAS: Luiggi Diaz has old motor vehicle tax accounts; and

WHEREAS: Luiggi Diaz wants to pay these tax bills; and

WHEREAS: Luiggi Diaz is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 63961, 83942, 64250, and 64178 be forgiven

BE IT FURTHER ORDERED that Luiggi Diaz will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 63961, 83942, 64250, and 64178.

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Cover Letter |
| <input checked="" type="checkbox"/> | Order to Appoint/Reappoint |
| <input checked="" type="checkbox"/> | Prior Notification Form/Notice of Matter to be Submitted |
| <input checked="" type="checkbox"/> | Prior Notification Letter to Appointee/Re-appointee |
| <input checked="" type="checkbox"/> | Application for City Boards/Commissions |
| <input checked="" type="checkbox"/> | Resumé/CV or personal statement of interest/bio |

Other:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Attendance for past 12 months (*reappointments only) |
| <input type="checkbox"/> | Recommendations/support letters (optional) |
| <input type="checkbox"/> | Annual Disclosure Form |

Date Submitted: January 4TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Barbara Montalvo

Title of Legislation:

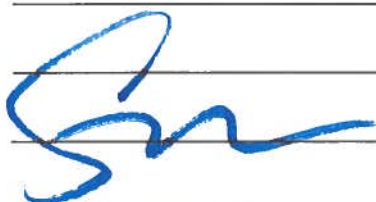
ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF SHARON BASS TO THE HOMELESS ADVISORY COMMISSION.

Comments: LEGISTAR FILE ID: LM-2023-0014

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



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



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



SINCE 1958

January 4, 2023

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Sharon Bass of 345 Fountain St., Apt. 102, New Haven, Connecticut, 06515 for appointment to the Homeless Advisory Commission.

This appointment would become effective upon your Honorable Board's approval and expire on January 1, 2025. Ms. Bass will be replacing Ms. Verelda Wilson.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Velma George, Coordinator for the Homeless
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT
OF SHARON BASS TO THE HOMELESS ADVISORY COMMISSION.

..body

BE IT ORDERED by the New Haven Board of Alders that the Mayor's appointment of Sharon Bass to the of Homeless Advisory Commission for a term ending January 1, 2025 be and hereby is approved. Ms. Bass is replacing Ms. Verelda Wilson.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Richard Furlow

Ward # 27

Date: **January 6, 2023**

From: Department/Office Mayor's Office
Person(s) Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

Order of the appointment of Ms. Sharon Bass of 345 Fountain St., Apt. 102, New Haven, Connecticut 06515, to the Homeless Advisory Commission. This appointment would become effective upon the final approval of the Honorable Board of Alders and will expire on January 1, 2025. Ms. Bass will be replacing Ms. Verelda Wilson.

Democrat

Republican

Unaffiliated/Green Unaffiliated

1. Departments are responsible for sending this form to the Alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 4, 2023

Ms. Sharon Bass
345 Fountain Street, Apt. 102
New Haven, CT 06515

Dear Ms. Bass:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit your name for appointment to the Homeless Advisory Commission. This appointment would become effective upon the Honorable Board of Alders' approval and expire on January 1, 2025.

I am confident you will serve the citizens of New Haven in a most conscientious and productive manner. It is my hope that your tenure on this Commission will provide you with a rewarding and gratifying experience in public service.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Velma George, Coordinator for the Homeless
Office File



Commissions

City of New Haven, CT

Submitted On:

July 30, 2021 6:44pm

America/New_York

Full Name	Sharon Bass
Full Address	345 Fountain St. Apt. 102 New Haven CT 06515
Phone Number	203.747.0921
Are you a registered voter?	Yes
What political party do you belong to? [This information is only requested as it is required by the city charter (Article X Sec. 2-551) to ensure minority party representation on boards and commissions]	Unaffiliated
Which board and/or commission are you hoping to serve on?	Aging, Affordable Housing, Fair Rent, Homeless Advisory, Youth
What is your current occupation?	Retired journalist
Please explain why you are interested in serving on this board/commission?	Having reported on local government and politics in numerous cities and several states, I have the experience and keen interest I feel are needed to serve on a commission or board. I have time now, as I am retired, to be a part of my community on a volunteer basis.
Why do you believe you are a good fit for this board/commission?	I am retired (Aging), have children and grandchildren and I'm a volunteer for New Haven Reads (Youth), have struggled financially and have firsthand knowledge as well as knowledge from my years of reporting on the difficulties of finding affordable housing (Affordable Housing, Fair Rent, Homeless).
Do you have any time commitments that would prevent you from participating in the board/commission meetings?	No.

Sharon Bass
345 Fountain Street
New Haven, Conn. 06515
203.747.0921
Sharon.bass777@gmail.com

I am a retired journalist interested in serving on the Homeless Advisory Commission for the City of New Haven.

As a journalist, I covered homeless communities. I investigated the social and economic impact on cities, as well as writing profiles of people who had no homes. I also reported on the quality — or lack of — of programs. I worked in several states and found of all, that Portland, Maine, had the most comprehensive and most humane programs and shelters despite that state's poor economy.

I will never forget the highly devoted people who worked long hours to make sure needed services were in place, such as bringing in dentists and doctors one day a week. There was a community center that provided a safe place to hang out, have a meal, do fun stuff like arts and crafts and connect with social workers.

In addition, the shelters were (hopefully still are) in good repair. The family shelter provided apartments, including bathrooms and kitchens. The shelter for single people was more traditional, but clean and equipped with beds, not cots.

When I retired, I got into financial difficulty and wound up in both of New Haven's women's shelters for about four or five months in total. From my experience as a journalist, and as a human being, I feel I can provide good feedback and ideas.

Work history:

1985-1990 Connecticut correspondent for the New York Times.

1990-1993 freelance writer and editor

1993-1996 editor of Northampton, Mass., weekly the Optimist.

1996-1997 deputy editor of Maine political and environmental weekly Maine Times. (Folded a year later as many alt-weeklies did due to corporate competitors.)

1997-2003 reporter and then editor of Portland, Maine, alt-weekly Casco Bay Weekly. (Folded a year later for same reason as above.)

2003-2005 founder and editor of the Maine weekly Windham Independent.

2005-2008 founder and editor of Hamden Daily News, an online news site covering Hamden, Conn.

2008-2010 freelance writer and editor

2010-2011 East Haven, Conn., editor for Patch, an AOL product.

2011-present, retired.

2021-present, volunteer reading tutor for New Haven Reads.

And an extremely proud mother of two and grandmother of three.

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Cover Letter |
| <input checked="" type="checkbox"/> | Order to Appoint/Reappoint |
| <input checked="" type="checkbox"/> | Prior Notification Form/Notice of Matter to be Submitted |
| <input checked="" type="checkbox"/> | Prior Notification Letter to Appointee/Re-appointee |
| <input checked="" type="checkbox"/> | Application for City Boards/Commissions |
| <input checked="" type="checkbox"/> | Resumé/CV or personal statement of interest/bio |

Other:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Attendance for past 12 months (*reappointments only) |
| <input type="checkbox"/> | Recommendations/support letters (optional) |
| <input type="checkbox"/> | Annual Disclosure Form |

Date Submitted: January 4TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Barbara Montalvo

Title of Legislation:

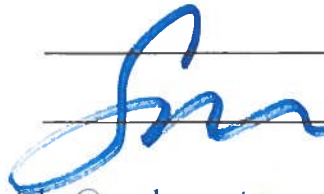
ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF CORDALIE BENOIT TO THE HISTORIC DISTRICT COMMISSION.

Comments: LEGISTAR FILE ID: LM-2023-0009

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



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



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



SI NCE 1958

January 4, 2023

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Cordalie Benoit of 19 Court St, New Haven, Connecticut, 06511 for appointment to the Historic District Commission.

This appointment would become effective upon your Honorable Board's approval and expire on January 1, 2024. Ms. Benoit will be replacing Mr. Douglas Royalty both as an alternate member of the Commission and as the Wooster Historic District representative.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Laura E. Brown, Executive Director, City Plan Dept.
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF CORDALIE BENOIT TO THE HISTORIC DISTRICT COMMISSION.

..body

BE IT ORDERED by the New Haven Board of Alders that the Mayor's appointment of Cordalie Benoit to the of Historic District Commission for a term ending January 1, 2024 be and hereby is approved. Ms. Benoit is replacing Mr. Douglas Royalty as an alternate member and the Wooster Historic District representative.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Ellen Cupo
Ward # 8

Date: **January 3, 2023**

From: Department/Office Mayor's Office
Person(s) Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

Order of the appointment of Ms. Cordalie Benoit of 19 Court Street, New Haven, Connecticut 06511-6922, to the Historic District Commission. This appointment would become effective upon the final approval of the Honorable Board of Alders and will expire on January 1, 2024. Ms. Benoit will be replacing Mr. Douglas Royalty as both an alternate member and as the Wooster Historic District representative.

- Democrat
- Republican
- Unaffiliated/Green _____

1. Departments are responsible for sending this form to the Alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 4, 2023

Cordalie Benoit
19 Court Street
New Haven, CT 06511-6922

Dear Ms. Benoit:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit your name for appointment to the Historic District Commission. This appointment would become effective upon the Honorable Board of Alders' approval and expire on January 1, 2024.

I am confident you will serve the citizens of New Haven in a most conscientious and productive manner. It is my hope that your tenure on this Commission will provide you with a rewarding and gratifying experience in public service.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Laura E. Brown, Executive Director, City Plan Dept.
Office File



Application for Boards and Commissions

City of New Haven, CT

Submitted On:

Dec 20, 2022, 01:29PM EST

Full Name	First Name: Cordalie Last Name: Benoit
Email	cordalie.benoit@aya.yale.edu
Are you a current New Haven resident?	Yes
Full Address	Street Address: 19 Court Street City: New Haven State: CT Zip: 06511-6922
Phone Number	203-770-0146
Are you a registered voter in New Haven?	Yes
What political party do you belong to? [This information is only requested as it is required by the city charter (Article X Sec. 2-551) to ensure minority party representation on boards and commissions]	Republican, but that does not mean I endorse the national Republican's actions.
What is your current occupation?	Retired atty, self employed environmental consultant.
Please upload a resume or personal statement of interest	Resume 2022.docx
<h4>New Haven Boards & Commissions Listed</h4>	Historic District Commission
Please explain why you are interested in serving on this board/commission?	I love the City of New Haven and think that the Historic Districts have done a great deal to save and improve New Haven's communities. Serving on this Board will give me an opportunity to give back.
Why do you believe you are a good fit for this board/commission?	I have lived in New Haven since 2001 and have followed the development within my community, Wooster Square.
Do you have any time commitments that would prevent you from participating in the	I have a lot of free time, but I also have commitments to organizations with regular meeting times.

CORDALIE BENOIT
19 Court Street
New Haven, CT 06511-6922

Education:

Connecticut College

UConn School of Law

Yale School of Forestry, now School of the Environment

Volunteer Work:

Mill River watershed Assoc. Board Member and current Treasurer

Historic Wooster Square Board Member and Past President

Wooster Square Conservancy Board Member

CT Community Gardening Assoc. Board Member and Past President

American Community Gardening Association Board Member and Vice President

Work Experience in New Haven:

2003-2006 Director of Community Gardens for New Haven Land Trust, now Gather New Haven.

2015-2022 Member Board of Assessment Appeals, Past Chairman.

Previous Work Experience:

General practice of law in Danbury and Bridgeport, CT.

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Order to Appoint/Reappoint
<input checked="" type="checkbox"/>	Prior Notification Form/Notice of Matter to be Submitted
<input checked="" type="checkbox"/>	Prior Notification Letter to Appointee/Re-appointee
<input checked="" type="checkbox"/>	Application for City Boards/Commissions
<input checked="" type="checkbox"/>	Resumé/CV or personal statement of interest/bio

Other:

<input type="checkbox"/>	Attendance for past 12 months (*reappointments only)
<input type="checkbox"/>	Recommendations/support letters (optional)
<input checked="" type="checkbox"/>	Annual Disclosure Form

Date Submitted: January 4TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Barbara Montalvo

Title of Legislation:

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF KYLE HOVANNESIAN TO THE COMMISSION ON YOUTH.

Comments: LEGISTAR FILE ID: LM-2023-0004

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



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



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



SINCE 1958

January 4, 2023

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Mr. Kyle Hovannesian of 206 Elm St, New Haven, Connecticut, 06520 for appointment to the Youth Commission.

This appointment would become effective upon your Honorable Board's approval and expire on July 1, 2023.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Gwendolyn B. Williams, Director, Y.A.R.D.
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT
OF KYLE HOVANNESIAN TO THE COMMISSION ON YOUTH.

..body

BE IT ORDERED by the New Haven Board of Alders that the Mayor's appointment of Kyle Hovannesian to the of Youth Commission for a term ending July 1, 2023 be and hereby is approved.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

Alder Alex Guzhnay

WARD # 1

DATE: **January 4, 2023**

FROM: Department/Office Mayor's Office
Person Barbara Montalvo Telephone 203/946-7670

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

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE
APPOINTMENT OF KYLE HOVANNESIAN TO THE COMMISSION ON YOUTH.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 4, 2023

Kyle Hovannesian
206 Elm Street
New Haven, CT 06520

Dear Mr. Hovannesian:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit your name for appointment to the Youth Commission. This appointment would become effective upon the Honorable Board of Alders' approval and expire on July 1, 2023.

I am confident you will serve the citizens of New Haven in a most conscientious and productive manner. It is my hope that your tenure on this Commission will provide you with a rewarding and gratifying experience in public service.

Very truly yours,

A handwritten signature in blue ink that reads 'Justin Elicker'.

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Gwendolyn B. Williams, Director, Y.A.R.D.
Office File



Application for Boards and Commissions

City of New Haven, CT

Submitted On:
January 15, 2022 1:11am
America/New_York

Full Name	Kyle Hovannesian
Full Address	206 Elm Street New Haven CT 06520
Phone Number	7609874290
Are you a registered voter?	Yes
What political party do you belong to? [This information is only requested as it is required by the city charter (Article X Sec. 2-551) to ensure minority party representation on boards and commissions]	Independent
Which board and/or commission are you hoping to serve on?	Youth Commission
What is your current occupation?	University Student
Please explain why you are interested in serving on this board/commission?	I am interested in serving on this commission because as a member of the New Haven community and the youth I feel it is important to get involved. I would like to improve my city and I think the cause for helping the youth is crucial to the long term improvement of the city.
Why do you believe you are a good fit for this board/commission?	I have previously served on a school board as a student member, and I am deeply committed to improving the lives of those around me. I am passionate and I want to contribute to my city.
Do you have any time commitments that would prevent you from participating in the board/commission meetings?	As a student in college I would have some time constraints, but since this is something I am eager to get involved with I would be flexible in my schedule to ensure proper time is devoted to this project.

Kyle K. Hovannesian

205 Elm Street, New Haven, CT-06520 | kyle.hovannesian@yale.edu | (760) 987-4290

Education

Yale University New Haven, CT; Expected May 2025

- Anticipated: BA: Architecture; BA: History
- Coursework: Intermediate Arabic, Introduction to Architecture, American Architecture and Urbanism, From Oligarchy to Democracy in Great Britain

Victor Valley High School Victorville, CA; August 2017- May 2021

- GPA: 4.526 | Valedictorian (Rank: 1/425) | SAT: 1480 (98th percentile) | National AP Scholar
- Relevant AP Coursework: Calculus AB (5), Calculus BC (4), Statistics, Chemistry (4), Microeconomics (4), Macroeconomics (4), Biology (3)

Work Experience

Ambassador, Yale Health Center New Haven, CT; September 2021 – May 2022

- Distribute PPE to patients, employees, and visitors
- Ensured those who entered health care facility followed all health care procedures determined by local and state officials.
- Assist patients with any questions they may have regarding the facility and appointments.

CAP 2 Associate, Walmart Victorville, CA; July 2020 - February 2021

- In-charge of stocking and organizing merchandise, evaluating supplies and product inventory to check for quality and quantity issues, and returning unacceptable materials to vendors
- Answered customer questions and provided detailed product information.

Extracurricular Activities and Leadership

Senator, Yale College Council New Haven, CT; April 2022 - Present

- Represent my college in the Yale College Council Senate. Work with administrators and city officials to address concerns from the student body and introduce new changes to benefit the university.

Student Board Member, Victor Valley Union High School District Victorville, CA; August 2020 - May 2021

- Petitioned VVUSD to add a student member to its governing board in coordinate with California law AB261; Became the first student on school board in district history
- Held preferential vote on decisions pertaining to navigating school climate and student wellness; Advocated for the student perspective with elected officials

Interests & Skills

Skills: Google Suite

Interests: Chess, 80s/90s music, social justice & advocacy

Language: *Native:* English, Armenian | *Proficient:* Spanish | *Elementary:* French, Arabic

To whom it may concern,

I am writing in regards to the potential opportunity to be on the Youth Commission for the City of New Haven.

I am currently a student at Yale University studying architecture and history. My biggest passion in life is public service, and I believe this position would be a wonderful opportunity.

I am originally from Victorville, California. I have lived there all my life - New Haven is the only other place I have ever lived. Though my hometown and New Haven are separated by thousands of miles these cities are more alike than would seem, particularly with the youth. Education especially is an area that students all across the country interact with. As a student who was very involved in their school district, I understand how the education system works more than the typical person. I also recognize the problems that school districts face and I am eager to learn more about New Haven schools.

Education is not the only important factor when it comes to the youth. Overall economic and social conditions are crucial in childhood development. My hometown is a relatively poor city, and I have seen the effects of the economy on my peers. How can we expect students to do well in class when they show up to school hungry? What about the students who have to essentially raise themselves and their siblings? These are important questions that are often not thought about by school officials. Poverty goes hand in hand with other problems the youth face. Drug use and gang violence were prevalent issues in my school and I recognized where these issues were stemming from. There are so many different problems that the youth face and I feel that I can apply what I have already learned and experienced with new research to come up with breakthrough solutions to these serious issues.

I am super passionate about the potential work I would be doing in this commission. I would love the chance to learn more about New Haven as I consider it my second home. It is my firm belief that one of the keys to making this country a better place is to start with the youth. As the great Whitney Houston said, children are the future, and we must certainly teach them well and let them lead the way. I would hope I could use my position to make change and improve the lives of young people in the city. I am very dedicated to whatever task I set myself to, and I know I can bring forth a set of skills and ideas that will enrich this commission and the city as a whole.

Thank you for taking the time to read and consider my application.

Kyle Hovannesian

2022 Disclosure Form for the City of New Haven Employees, Officials & Members of Boards and Commissions

Section I. Personal Information

First Name		Middle Name		Last Name	
Kyle		Khatchig		Hovannesian	
Street Address (Home)			City		Zip
205 Elm Street			New Haven		06511
Employer			Position Held		
Yale University			Dining Studen Associate		
Street Address (Business)			City		Zip
205 Elm Street			New Haven		06511
Home Phone		Business Phone		Cell Phone	
				7609874290	
Board, Commission or Task Force (if applicable)				Term Expires (if applicable)	
Youth Commission					
Email Address: kylehovannesian@gmail.com					

Section II. Interests Requiring Disclosure

Please provide the following information for the calendar year 2021. Some questions may request information about your *immediate family or household*. Immediate family means: your spouse or partner, your parent, sibling or child, your spouse's parent, sibling or child, the spouse or partner of said child, or other dependent relative who resides in your house. Household means: all individuals residing in a single housing unit, including related and unrelated people. If the answer to any question is none, please indicate NONE in the space provided. Please attach additional pages as needed.

1. Are you or any member of your immediate family or household employed by the City of New Haven?

Name	Relationship	Position Held	Term Expires (if applicable)

2. Do you have a financial or personal interest in any City of New Haven contract, including any contract entered into prior to your nomination, appointment, election or employment to your position?

Contract Name	Contract Amount	Expiration Date of Contract

3. Are you seeking or have you obtained employment with a person, company or corporation engaged in business with the City of New Haven?

Person, company or corporation	Position sought or gained

4. Have you or a member of your immediate family or household applied for a City of New Haven program or benefit over which you have actual or apparent control, influence or discretionary authority?

City program or benefit

5. List any reimbursement of necessary expenses incurred that are due to an article, appearance, or speech, or for participation in any event in your official capacity. Please attach additional pages as needed.

6. Have you accepted an offer of employment, whether paid or unpaid, by the City of New Haven or by a program established by the board, commission or task force of which you are a part?

Agency, business or institution

7. Please list any non-municipal (including nonprofit) agency, or entity by which you are employed which is funded by monies authorized or provided by the City of New Haven.

8. Please list any nonprofit or other organization of which you are a member of the governing board that is, has been, or is likely to be engaged in the application for federal or state funding or local funding authorized or administered by the City of New Haven.

Agency, business or institution

9. Please list any nonprofit or other organization of which you are a member of the governing board that is or will be lobbying for specific legislation before the City of New Haven or State of Connecticut legislation, which will result in the City receiving funding administered by the City board, commission or task force of which you are a member.

Agency, business or institution

10. Please list any nonprofit or other organization of which you are a member of the governing board where said organization is, has been or may become engaged in litigation against the City of New Haven.

Agency, business or institution

Section III. Oath

A. I understand that I am responsible for learning and complying with all laws regarding standard of conduct for public officials contained in the City's Ethics Code and Ordinance found at Chapter 12 5/8 of the New Have Code of Ordinances available for review at <http://www.cityofnewhaven.com/HumanResources/index.asp> or at the Dept of Human Resources Office at 200 Orange St Room 102, New Haven, CT.

Please initial that you will comply with this section KH

B. I understand that as a public employee or official I am held to a high standard of ethical behavior. I will avoid both actual improprieties and the appearance of improprieties. I understand that the disclosures requested in this form are related to all of my interests, not just those relating to the City department, board, commission, or task force with which I am affiliated. I understand that I am responsible for updating the information on this form immediately upon any change in circumstance. I further understand that this form constitutes public information and will be disclosed upon request. If I am considering outside employment or financial arrangements with a business or person who transacts business or has financial dealings with the City of New Haven, I will consult with Senior Corporation Counsel at 203-946-7969 regarding any actual or potential ethical issues before taking any action.

KYLE HOVANNESIAN

Signature

11/27/2022

Date

Barbara Montalvo

From: Maritza Gant
Sent: Thursday, January 5, 2023 9:13 AM
To: Barbara Montalvo; Shannel Evans
Subject: RE: Voter check: Kyle Hovannesian

Good Morning Barbara:

In regards to, Mr. Hovannesian he is registered as an unaffiliated.

From: Barbara Montalvo <bmontalvo@newhavenct.gov>
Sent: Wednesday, January 4, 2023 6:44 PM
To: Maritza Gant <MGant@newhavenct.gov>; Shannel Evans <SEvans@newhavenct.gov>
Subject: Voter check: Kyle Hovannesian

Hi ladies:

Can you please check to see if Mr. Kyle Hovannesian of either 205 or 206 Elm Street is registered to vote in New Haven, and if you find him, is he listed as an Independent or Unaffiliated?

Thanks. My list is from 10/11/22 and I last spoke with him in early Dec, when he was transferring his voter registration from his parents' home address in CA to his address here in New Haven.

Also: can I request an updated Excel list of all of the voters (not just the dems)? Thanks.

Thank you, and have a wonderful day.

Respectfully,

Barbara J. Montalvo
Legislative Liaison to the BOA
Mayor's Office
165 Church St., 2nd Fl.
New Haven, CT 06510
Office: (203) 946-7670
Cell: (203) 800-5039
Fax: (203) 946-7683
bmontalvo@newhavenct.gov

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- | | |
|---|--|
| X | Cover Letter |
| X | Order to Appoint/Reappoint |
| X | Prior Notification Form/Notice of Matter to be Submitted |
| X | Prior Notification Letter to Appointee/Re-appointee |
| X | Application for City Boards/Commissions |
| X | Resumé/CV or personal statement of interest/bio |

Other:

- | | |
|---|--|
| | Attendance for past 12 months (*reappointments only) |
| | Recommendations/support letters (optional) |
| X | Annual Disclosure Form |

Date Submitted: January 4TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Barbara Montalvo

Title of Legislation:

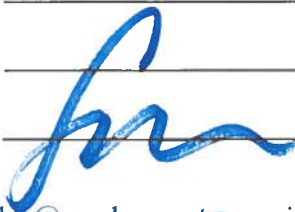
ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF KELONDA MAULL TO THE COMMISSION ON YOUTH.

Comments: LEGISTAR FILE ID: LM-2023-0005

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



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



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 4, 2023

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Kelonda Maull of 360 Fountain St, #27, New Haven, Connecticut, 06515 for appointment to the Youth Commission.

This appointment would become effective upon your Honorable Board's approval and expire on July 1, 2023.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Gwendolyn B. Williams, Director, Y.A.R.D.
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT
OF KELONDA MAULL TO THE COMMISSION ON YOUTH.

..body

BE IT ORDERED by the New Haven Board of Alders that the Mayor's appointment of Kelonda Maull to the of Youth Commission for a term ending July 1, 2023 be and hereby is approved.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

Alder Richard Furlow

WARD # **27**

DATE: **January 4, 2023**

FROM: Department/Office Mayor's Office
Person Barbara Montalvo Telephone 203/946-7670

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

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE
APPOINTMENT OF KELONDA MAULL TO THE COMMISSION ON YOUTH.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 4, 2023

Kelonda Maull
360 Fountain Street #27
New Haven, CT 06515

Dear Ms. Maull:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit your name for appointment to the Youth Commission. This appointment would become effective upon the Honorable Board of Alders' approval and expire on July 1, 2023.

I am confident you will serve the citizens of New Haven in a most conscientious and productive manner. It is my hope that your tenure on this Commission will provide you with a rewarding and gratifying experience in public service.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Gwendolyn B. Williams, Director, Y.A.R.D.
Office File



Application for Boards and Commissions

City of New Haven, CT

Submitted On:
February 7, 2022 4:01pm
America/New_York

Full Name	Kelonda Maul
Full Address	360 Fountain Street #27 New Haven CT 06515
Phone Number	203-887-9427
Are you a registered voter?	Yes
What political party do you belong to? [This information is only requested as it is required by the city charter (Article X Sec. 2-551) to ensure minority party representation on boards and commissions]	Democrat
Which board and/or commission are you hoping to serve on?	Youth Commission
What is your current occupation?	Executive Director
Please explain why you are interested in serving on this board/commission?	I was once on the Youth Commission earlier in my career and want to reengage with the city youth efforts.
Why do you believe you are a good fit for this board/commission?	I love New Haven and want to support our youth as much as I can. We need more advocacy for youth development and programming, and access to resources.
Do you have any time commitments that would prevent you from participating in the board/commission meetings?	No.



Kelonda Maull was appointed Executive Director of the Waterbury Promise Program (WPP) in April 2022. She brings a wealth of knowledge to this role from her previous experience as the Executive Director of Horizons at the Foote School in New Haven, CT. In addition, she has an extensive track record leading as a positive change agent and advocates for equity in education for Connecticut's inner-city communities. Kelonda's background includes nonprofit leadership, management, and community engagement. Her portfolio spans New Haven, Bridgeport, and Hartford, Connecticut.

For the past twelve years, Kelonda has empowered New Haven and Bridgeport students on a path to and through post-secondary education during her time working in External Relations for Achievement First, as the Director of High School and College Programs for Horizons at Greens Farms Academy (HGFA) and as the Placement Director at Squash Haven. Her leadership has led high school and college scholars on a successful path of academic achievement and college completion. As Executive Director of Horizons at Foote, she strategically scaled the program in the following areas; program operations, staffing, fundraising and development, community partnerships and engagement, and increased the program's visibility in the community.

Kelonda's passion and commitment to service and fulfilling WPP's mission are personal to her. She leads by example and believes in the power of education as a steppingstone to significant opportunities and self-growth in life. She is an avid mentor in her community and actively gives back to future generations. Kelonda has been a member of multiple non-profit leadership boards and currently supports the Black Executive Coalition as a founding member and the Greater New Haven Community Foundation's Non-Profit Management Cohort for Emerging Leaders of Color.

Kelonda earned a bachelor's degree from the New York Institute of Technology, a Master's degree in Public Administration, and a Certificate in Non-Profit Management from the University of New Haven.

Kelonda Maull
Executive Director, Waterbury Promise Program
236 Grand Street, Chase Building, Suite 120
Waterbury, CT 06702
P:203-574-6704 Ext. 11285

November 14, 2022

Dear Board of Alders and Aldermanic Affairs Committee,

Thank you for your attention to my application to serve on the Youth Commission for the City of New Haven. I'm a New Haven native and recently purchased a home on the Westville side of town. I've lived and worked in New Haven for over a decade, serving youth across K-12 and college, and I'm looking to stay involved as I work in Waterbury, CT. Currently, I'm leading the Waterbury Promise Scholarship Program for inner-city students to gain access and financial/economic mobility while attending post-secondary education across CT. Though I work in Waterbury, I want to be intentional about staying involved with my New Haven community which is dear to my heart, as I've built long-lasting relationships in the community. My presence, expertise, and positive spirit will be an excellent addition to the Youth Commission. My career supporting New Haven's youth through a non-profit lens has stopped, but I want to join the city's efforts on a local level, ensuring our youth continue to have a voice, feel supported, and have equitable resources.

Sincerely,

Kelonda Maull
360 Fountain Street #27
New Haven, CT 06515
203-887-9427

Kelonda Maull
Executive Director, Waterbury Promise Program
236 Grand Street, Chase Building, Suite 120
Waterbury, CT 06702
P:203-574-6704 Ext. 11285

2022 Disclosure Form for the City of New Haven Employees, Officials & Members of Boards and Commissions

Section I. Personal Information

First Name <i>Kolinda</i>		Middle Name <i>Shante</i>		Last Name <i>Mawli</i>	
Street Address (Home) <i>360 Tanager St. #27</i>			City <i>New Haven, CT</i>	Zip <i>06515</i>	
Employer <i>Waterbury Promise</i>			Position Held <i>Executive Director</i>		
Street Address (Business) <i>236 Grand St. Suite 120</i>			City <i>Waterbury, CT</i>	Zip <i>06702</i>	
Home Phone		Business Phone		Cell Phone <i>203-887-9427</i>	
Board, Commission or Task Force (if applicable) <i>Applying for Youth Commission</i>			Term Expires (if applicable)		
Email Address: <i>kmawli15@aol.com</i>					

Section II. Interests Requiring Disclosure

Please provide the following information for the calendar year 2021. Some questions may request information about your immediate family or household. Immediate family means: your spouse or partner, your parent, sibling or child, your spouse's parent, sibling or child, the spouse or partner of said child, or other dependent relative who resides in your house. Household means: all individuals residing in a single housing unit, including related and unrelated people. If the answer to any question is none, please indicate NONE in the space provided. Please attach additional pages as needed.

1. Are you or any member of your immediate family or household employed by the City of New Haven? *N/A*

Name	Relationship	Position Held	Term Expires (if applicable)
Executive City Council			

2. Do you have a financial or personal interest in any City of New Haven contract, including any contract entered into prior to your nomination, appointment, election or employment to your position?

Contract Name	Contract Amount	Expiration Date of Contract
<i>Livable City Initiative</i>	<i>\$9,571.00</i>	<i>1/4/27 or w after five years of purchased home</i>

3. Are you seeking or have you obtained employment with a person, company or corporation engaged in business with the City of New Haven? *N/A*

Person, company or corporation	Position sought or gained

4. Have you or a member of your immediate family or household applied for a City of New Haven program or benefit over which you have actual or apparent control, influence or discretionary authority? *N/A*

City program or benefit

5. List any reimbursement of necessary expenses incurred that are due to an article, appearance, or speech, or for participation in any event in your official capacity. Please attach additional pages as needed.

N/A
NA

6. Have you accepted an offer of employment, whether paid or unpaid, by the City of New Haven or by a program established by the board, commission or task force of which you are a part?

Agency, business or institution				

7. Please list any non-municipal (including nonprofit) agency, or entity by which you are employed which is funded by monies authorized or provided by the City of New Haven.

N/A

8. Please list any nonprofit or other organization of which you are a member of the governing board that is, has been, or is likely to be engaged in the application for federal or state funding or local funding authorized or administered by the City of New Haven.

Agency, business or institution			

N/A

9. Please list any nonprofit or other organization of which you are a member of the governing board that is or will be lobbying for specific legislation before the City of New Haven or State of Connecticut legislation, which will result in the City receiving funding administered by the City board, commission or task force of which you are a member.

Agency, business or institution			

N/A

10. Please list any nonprofit or other organization of which you are a member of the governing board where said organization is, has been or may become engaged in litigation against the City of New Haven.

Agency, business or institution			

N/A

Section III. Oath

A. I understand that I am responsible for learning and complying with all laws regarding standard of conduct for public officials contained in the City's Ethics Code and Ordinance found at Chapter 12 5/8 of the New Haven Code of Ordinances available for review at <http://www.cityofnewhaven.com/HumanResources/index.asp> or at the Dept of Human Resources Office at 200 Orange St Room 102, New Haven, CT.

Please initial that you will comply with this section

B. I understand that as a public employee or official I am held to a high standard of ethical behavior. I will avoid both actual improprieties and the appearance of improprieties. I understand that the disclosures requested in this form are related to all of my interests, not just those relating to the City department, board, commission, or task force with which I am affiliated. I understand that I am responsible for updating the information on this form immediately upon any change in circumstance. I further understand that this form constitutes public information and will be disclosed upon request. If I am considering outside employment or financial arrangements with a business or person who transacts business or has financial dealings with the City of New Haven, I will consult with Senior Corporation Counsel at 203-946-7969 regarding any actual or potential ethical issues before taking any action.

[Handwritten Signature]

Date 11/14/22

YES

Name	Kelonda Maull
Pronouns	she/her/hers
Applied? Date submitted? (if not stress they must apply to move forward)	02/07/2022
Board + Commission (on application)	Youth Commission
Party Affiliation	Democrat
Current Occupation (if retired, ask for more)	Executive Director Waterbury Promise Inc Education – College access – give our scholarship to students that need financial assistance and support them to and thru
Licenses / Certifications	Certificate in non-profit management and Master in Public Administration
Phone Number	203 887 9427 <i>cell</i>
Email Address	kmaull15@gmail.com <i>emailed 11/10/22</i>
Ward	26
Internal Recommendation?	
Screened By + Date	Linda Perla-Giron 06/09/2022

Are you affiliated with any community orgs / projects /etc in New Haven?	On the Greater New Haven Community Foundations Black Leadership Cohort on Committee to support to find the next cohort of black and brown leaders Founding membe of the Black Executive Coalition
Understanding of B+C (topic, duties, time commitment)	Clear understanding – has been on the commission before
Why are you a good fit?	Works extensively with youth. Has been a lifelong New Haven resident.
Have you ever served before?	Was once on the Youth Commission earlier in career and wants to re-engage with city youth efforts. During my graduate degree around 2010 - 2014
Future plans that could disrupt the term?	Nope
Can you make the meetings?	Yes

Online Voter Registration Summary Confirmation

Personal Information

Reference Number: 20230105132737825	Registration Submitted On: 01/05/2023 01:27 PM
Name: Ms Kelonda S Maul	Residence Address: 360 Fountain Street, Apt 27, New Haven, CT - 06515
Date of Birth: 10/12/1985	Mailing Address: 360 Fountain Street, Apt 27, New Haven, CT - 06515
Party: Democratic	Telephone: (203) 887-9427
Gender: Female	Previous Name: Kelonda S Maul
Email: kmaull15@gmail.com	Previous Address: 360 Fountain Street, Apt 27, New Haven, CT - 06515

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Cover Letter |
| <input checked="" type="checkbox"/> | Order to Appoint/Reappoint |
| <input checked="" type="checkbox"/> | Prior Notification Form/Notice of Matter to be Submitted |
| <input checked="" type="checkbox"/> | Prior Notification Letter to Appointee/Re-appointee |
| <input checked="" type="checkbox"/> | Application for City Boards/Commissions |
| <input checked="" type="checkbox"/> | Resumé/CV or personal statement of interest/bio |

Other:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Attendance for past 12 months (*reappointments only) |
| <input type="checkbox"/> | Recommendations/support letters (optional) |
| <input type="checkbox"/> | Annual Disclosure Form |

Date Submitted: January 4TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Barbara Montalvo

Title of Legislation:

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF DR. DONALD MCAULAY, JR. TO THE COMMISSION ON YOUTH.

Comments: LEGISTAR FILE ID: LM-2023-0013

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



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



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



SI NCE 1958

January 6, 2023

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Dr. Donald McAulay, Jr. of 576 Winthrop Ave, New Haven, Connecticut, 06511 for appointment to the Youth Commission.

This appointment would become effective upon your Honorable Board's approval and expire on July 1, 2023. Dr. McAulay will be filling the vacancy left by Ms. Michelle Edmonds-Sepulveda.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Gwendolyn B. Williams, Director, Y.A.R.D
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF DR. DONALD MCAULAY, JR. TO THE COMMISSION ON YOUTH.

..body

BE IT ORDERED by the New Haven Board of Alders that the Mayor's appointment of Dr. Donald McAulay, Jr. to the of Youth Commission for a term ending July 1, 2023 be and hereby is approved. Dr. McAulay is filling the vacancy left by Ms. Michelle Edmonds-Sepulveda.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Thomas R. Ficklin, Jr.
Ward # 28

Date: January 6, 2023

From: Department/Office Mayor's Office
Person(s) Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

Order of the appointment of Dr. Donald McAulay, Jr. of 576 Winthrop Ave, New Haven, Connecticut 06511, to the Youth Commission. This appointment would become effective upon the final approval of the Honorable Board of Alders and will expire on February 1, 2025. Dr. McAulay, Jr. will be filling the vacancy left by Ms. Michelle Edmonds-Sepulveda.

- Democrat
- Republican
- Unaffiliated/Green _____

1. Departments are responsible for sending this form to the Alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



SINCE 1958

January 6, 2023

Dr. Donald McAulay, Jr.
576 Winthrop Avenue
New Haven, CT 06511

Dear Dr. McAulay:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit your name for appointment to the Youth Commission. This appointment would become effective upon the Honorable Board of Alders' approval and expire on July 1, 2023.

I am confident you will serve the citizens of New Haven in a most conscientious and productive manner. It is my hope that your tenure on this Commission will provide you with a rewarding and gratifying experience in public service.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Gwendolyn B. Williams, Director, Y.A.R.D.
Office File



Application for Boards and Commissions City of New Haven, CT

Submitted On:
Dec 1, 2022, 11:12AM EST

Full Name	First Name: Donald Last Name: McAulay
Email	ddmcaulay@gmail.com
Are you a current New Haven resident?	Yes
Full Address	Street Address: 576 Winthrop Ave City: New Haven State: CT Zip: 06511
Phone Number	2035355049
Are you a registered voter in New Haven?	Yes
What political party do you belong to? [This information is only requested as it is required by the city charter (Article X Sec. 2-551) to ensure minority party representation on boards and commissions]	Democrat
What is your current occupation?	Graduate Professor
Please upload a resume or personal statement of interest	Don McAulay 2022 CV.docx
<h4>New Haven Boards & Commissions Listed</h4>	Youth Commission
Please explain why you are interested in serving on this board/commission?	I believe that the youths are our city's future, and fundamentally I believe that there needs to be a concerted effort or committee that seeks to serve in their guidance.
Why do you believe you are a good fit for this board/commission?	I have been a youth commissioner and have a consistent track record of positively impacting students across the State of CT, but specifically the City of New Haven.
Do you have any time commitments that would prevent you from participating in the	No

**board/commission
meetings?**

Curriculum Vitae
Donald David McAulay, Jr., M.S.

University of Connecticut □ 576 Winthrop Ave, New Haven, CT. 06511 □
donald.mcaulay@uconn.edu □ Cell: (203) 535-5049

EDUCATION

- 2018 – Present University of Connecticut, Storrs, CT.
Ph.D. in Learning, Leadership, and Education Policy
Concentration in Sport Management, Expected Dec 2022.
Proposed Dissertation: Anti-Black Misandry and the Emotional Reflections of Black American Male College Athletes: An Interpretative Phenomenological Study
Advisor: Jennifer McGarry, Ph.D., University of Connecticut, Storrs
Committee: Joseph Cooper, Ph.D., University of Massachusetts, Boston.
 Preston Green III, Ph.D., University of Connecticut, Storrs
 Justin Evanovich, Ph.D., University of Connecticut, Storrs,
- 2015 – 2017 Troy University, Troy, AL.
M.S. in Sport and Fitness Management, Exercise Science, May 2017
Thesis: Effects of Early Specialization on Youth's Physical and Psychological Development
Advisor: Christina Martin, Ph.D.
- 2005 – 2010 College of William & Mary, Williamsburg, VA.
B.A. in Africana Studies

TEACHING EXPERIENCE

Undergraduate:

University of Connecticut, Storrs, CT.

Fall 2022: EDLR 3091 – Internship in Sport Management – Graduate Assistant (Danielle DeRosa)
Spring 2022: EDLR 3350 – Sports Communication – Lead Lecturer
Fall 2021: EDLR 5518 – Sport-Based Youth Development – Teaching Assistant (Dr. Justin Evanovich)
Spring 2021: EDLR 3350 – Sports Communication – Lead Lecturer
Fall 2020: EDLR 3547W – Sport-Based Youth Development – Teaching Assistant (Dr. Justin Evanovich)
Spring 2019: EDLR 3350 – Sports Communication – Co-Lecturer
Fall 2019: EDLR 5518 – Sport-Based Youth Development– Teaching Assistant (Dr. Justin Evanovich)
Summer 2019: EDLR 3335 – Sport in Society – Teaching Assistant (Dr. Joseph Cooper)

Southern Connecticut State University, New Haven, CT.

Spring 2018: SWK 200 – Social Welfare in America – Field Adjunct Professor
Fall 2017: SWK 200 – Social Welfare in America – Field Adjunct Professor

Guest Lecturer/Speaker:

Fall 2021: SMGT 4475 – Sport Event Management (University of New Haven, Dr. Tiana Williams)

PEER-REVIEWED PUBLICATIONS

McAulay, Jr., D. (in progress). Anti-Black Misandry and the Emotional Reflections of Black American Male College Athletes: An Interpretative Phenomenological Study [Doctoral dissertation, University of Connecticut]. ProQuest Dissertation and Theses database.

McAulay, Jr., D. (in progress). The Welfare Ideology Theory and the NIL as an Act of Interest Convergence. *Journal of Applied Sport Management*. *Journal of Applied Sport Management*.

McAulay, Jr., D. (in progress). The Tokenized Welfare Ideology Theory. *Journal of Business Ethics*.

McAulay, Jr., D. (in progress). NIL as a Reparation Claim Gone Wrong. *Journal of Applied Sport Management*.

NON-ACADEMIC PUBLICATIONS

McAulay Jr., D. *Significant Contributor* (2020, June 1. Effective July 1, 2022). An Act Concerning Police Accountability CT House Bill 6004 [Legislation Task Force Committee]. CT Bar Association Police Transparency & Accountability Task Force – Civilian Review Board – Oversight Subcommittee.

SELECTED PRESENTATIONS

Conference Presentations:

McAulay Jr., D. (2022, May 24). Anti-Black Misandry and the Emotional Reflections of Black American Male College Athletes: An Interpretative Phenomenological Study. [Conference Presentation] Black Student-Athlete Summit 2022. Houston, TX.

Cooper, J. N., Newton, A., Mallery Jr., M., & **McAulay Jr., D.** (2020, Nov. 5). Disrupting and Dismantling Anti-Black Racism in Sport: Igniting Transformative Change Across Multi-Level Systems and Lifespans. [Conference Session] North American Society for the Sociology of Sport Conference. Virtual

Simmons, R., **McAulay Jr., D.**, Arouna, L., Callum, A. (2020, June 28). Police in the Community: Civilian Review Boards, School Resource Officers & De-Funding the Police [Presentation Panelist] New Haven Area Community Stakeholder, Virtual.

Williams, M., Harris, J., Ballenger, J., **McAulay Jr., D.**, Douglas, T., Igbokwe, O., & Williams, S. (2020, May 30). Endangered Black Men: How Do We End This Trend? [Presentation Panelist] Dr. Marc Williams' Masterclass, Virtual.

McAulay Jr., D. (2020, Jan 30). Athlete Alliance: Critically Assessing and Auditing the Implementation of a new Student-Athlete model in an Afterschool setting. [Conference Session] Black Student-Athlete Summit. Austin, TX, United States.

McAulay Jr., D. (2019, Oct 9) Participatory Action Research Impacts on Community Social Justice and Social Inclusion. [Conference Session Panelist] Global Innovation Symposium & Maurice R. Greenburg World Fellows Program, Yale University, New Haven, CT, United States.

Cooper, J. N., & **McAulay Jr., D.** (2019, July 11). Holistic Excellence: Cultivating Success for Development Beyond Athletics [Conference Session] AthLife National Conference. LinkedIn Headquarters, New York, NY, United States.

Cooper, J. N., Mallery Jr., Michael, Macaulay, C. D. T., & **McAulay Jr., D.** (2019, Apr 5). A socio-historical analysis of Black activism in college sport. [Conference Session]. College Sport Research Institute Conference. Columbia, SC, United States.

McAulay Jr., D. (2019, Jan 30). Overtime Academy: A Youth & High School Student-Athlete Transition Model [Conference Session] Black Student-Athlete Summit. Austin, TX, United States.

McAulay Jr., D. (2017, Jan 30). How Should I Behave? Respectability Politics, Sports, and The African American [Conference Session] Black Student-Athlete Summit. Austin, TX, United States.

Invited Talks and Workshops:

McAulay Jr., D. (2022, July 11) What is Critical Race Theory? [Conference Session] New Haven Art Festival, Virtual.

McAulay Jr., D. (2019 – 2022) [Syndicated Radio Host] New Haven Independent Radio, Virtual

RESEARCH SUPPORT / FELLOWSHIPS

2019 Tsai City Dwight Hall at Yale Neighbor in Residence Fellowship
Total Costs: \$2,000

TEACHING AND RESEARCH POSITIONS

2019 – Present University of Connecticut, Storrs, CT
Department of Educational Leadership, Sport Management
Role: Graduate Teaching Assistant
Advisor: Justin Evanovich, Ph.D.

2017 – 2019 University of Connecticut, Storrs, CT
Department of Educational Leadership, Sport Management
Role: Graduate Teaching Assistant
Advisor: Joseph N. Cooper, Ph.D.

2017 – 2018 Southern Connecticut State University, New Haven, CT
Department of Social Work, Social Work B.S.
Role: Field Adjunct Professor

PROFESSIONAL MEMBERSHIPS

2020 – Present North American Society for Sport Management (NASSM)
2016 – Present North American Society for the Sociology of Sport (NASSS)

RESEARCH SKILLS

NVivo, R, SPSS, Excel, Qualtrics

AREAS OF RESEARCH INTERESTS

Sociology of Sport, Race/Social Class/Gender in Sport, Organizational Behavior in Sport

AWARDS AND HONORS

2022 UConn Graduate School & Department of Educational Leadership Pre-Doctoral Fellowship \$3500

PROFESSIONAL EXPERIENCE

2022 - **Connecticut State Department of Education Summer Enrichment Program**
CDSE in Partnership with UConn Summer Enrichment Evaluator

- Conduct informal site visits to a set of Summer Youth Camps across Connecticut
- Observe, discuss, and document how current grant assistance has allowed organizations to facilitate and expand their organizational missions and goals.

2022 - **AthLife Foundation, Inc., New York, NY.**
AthLife Foundation Educational Consultant

- Serve as Educational Consultant and point of contact for an assigned group of high schools receiving grant awards for the 2021-22 academic year.
- Consultation for and coordination of the Team Excel program and partnership.
- Consultation services and support for Foundation Executive Director and Program Manager in pertinent operations, including but not limited to data collection protocols, program promotion, special events, and relationship management with school and school district personnel, major partners, and donors.

2022 - **Capital Region Education Council, Hartford, CT**
Family Engagement Trainer, CREC Resource Group

2022 - **Connecticut State Board of Education / Area Cooperative Educational Services**
Learner Engagement and Attendance Program Coordinator (NHBOE)

- Support School-based Attendance Teams focusing on data
- Coordinate and conducted home visits and phone calls for targeted families
- Launched Attend - Connect - Engage for Learning Campaign (A.C.E. For Learning)
- Manage the expansion of Home Visiting efforts & Community Care Coordination

2017- 2019 **New Haven Youth Commissioner**
City of New Haven Youth Service Department

- Identify the challenges, needs and concerns of youth in the City of New Haven through outreach to young people
- Support, develop and propose programs that address identified needs and outcomes.

- Organizing and sponsoring public forums around issues affecting youth where both young people and adults are encouraged to participate

2013 -2014 **Director of Football Operations**

Sacred Heart University Athletics Department, Fairfield, CT.

- Maintained NCAA Compliant and all travel arrangements
- Worked with internal team to improve communication between coach and athlete
- Identified and resolved problems in a timely manner while developing alternative solutions

References

Joseph N. Cooper, Ph.D.
Associate Professor, Dr. J. Keith Motley Endowed Chair of Sports Leadership and Administration,
Special Assistant to the Chancellor for Black Life
University of Massachusetts, Boston
Phone: (336) 324-8016
Email: josephn.cooper@umb.edu

Jennifer McGarry, Ph.D.
Professor, Department of Educational Leadership
Executive Director, Husky Sport
University of Connecticut, Storrs, CT.
Phone: (860) 486-5139
Email: jennifer.mcgrarry@uconn.edu

Khalilah L. Brown-Dean, Ph.D.
Associate Provost of Faculty Affairs
Professor of Political Science
Quinnipiac University, Hamden, CT.
Phone: (203) 582-6406
Email: klbrowndean@quinnipiac.edu

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Cover Letter |
| <input checked="" type="checkbox"/> | Order to Appoint/Reappoint |
| <input checked="" type="checkbox"/> | Prior Notification Form/Notice of Matter to be Submitted |
| <input checked="" type="checkbox"/> | Prior Notification Letter to Appointee/Re-appointee |
| <input checked="" type="checkbox"/> | Application for City Boards/Commissions |
| <input checked="" type="checkbox"/> | Resumé/CV or personal statement of interest/bio |

Other:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Attendance for past 12 months (*reappointments only) |
| <input type="checkbox"/> | Recommendations/support letters (optional) |
| <input type="checkbox"/> | Annual Disclosure Form |

Date Submitted: January 4TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Barbara Montalvo

Title of Legislation:

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF MILDRED MELENDEZ TO THE BOARD OF ZONING APPEALS.

Comments: LEGISTAR FILE ID: LM-2023-0002

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



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



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



SINCE 1958

January 4, 2023

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Article VII, Section 4(A)(2) of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Mildred Melendez of 117 Lexington Ave, New Haven, Connecticut, 06513 for reappointment to the Board of Zoning Appeals.

This reappointment would become effective upon your Honorable Board's approval and expire on February 1, 2027.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Laura E. Brown, Executive Director, City Plan Dept.
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF MILDRED MELENDEZ TO THE BOARD OF ZONING APPEALS.

..body

BE IT ORDERED by the New Haven Board of Alders that the reappointment of Mildred Melendez to the Board of Zoning Appeals as regular member, for a term expiring February 1, 2027 pursuant Article VII, Section 4 (A) (2) of the Revised City Charter, be and hereby is approved.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

Alder Rosa Ferraro-Santana

WARD # 13

DATE: **January 4, 2023**

FROM: Department/Office Mayor's Office
Person Barbara Montalvo Telephone 203/946-7670

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

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF MILDRED MELENDEZ TO THE BOARD OF ZONING APPEALS.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 4, 2023

Mildred Melendez
117 Lexington Avenue
New Haven, CT 06513

Dear Ms. Melendez:

Pursuant to the authority vested in me per Article VII, Section 4(A)(2) of the Revised City Charter, I hereby submit your name for reappointment to the Board of Zoning Appeals. This reappointment would become effective upon the Honorable Board of Alders' approval and expire on February 1, 2027.

I am confident you will serve the citizens of New Haven in a most conscientious and productive manner. It is my hope that your tenure on this Commission will provide you with a rewarding and gratifying experience in public service.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Justin Elicker".

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Laura E. Brown, Executive Director, City Plan Dept.
Office File



Application for Boards and Commissions

City of New Haven, CT

Submitted On:

Dec 14, 2022, 09:40PM EST

Full Name	First Name: Mildred Last Name: Melendez
Email	millar6973@yahoo.com
Are you a current New Haven resident?	Yes
Full Address	Street Address: 117 Lexington Ave City: New Haven State: CT Zip: 06513
Phone Number	2039271539
Are you a registered voter in New Haven?	Yes
What political party do you belong to? [This information is only requested as it is required by the city charter (Article X Sec. 2-551) to ensure minority party representation on boards and commissions]	New Haven <i>* Confirmed via text message she meant to enter 'Democrat'</i> <i>* Confirmed per voter list</i>
What is your current occupation?	Paralegal
Please upload a resume or personal statement of interest	Mildred Melendez Resume.pdf
<h4>New Haven Boards & Commissions Listed</h4>	Board of Zoning Appeals
Please explain why you are interested in serving on this board/commission?	The Board of Zoning and Appeals has the best of the city. It's a board that witnesses first hand the growth of the city.
Why do you believe you are a good fit for this board/commission?	I am a life long resident. I can see through the lens of a resident, student, parent, tenant and now home owner.
Do you have any time commitments that would prevent you from participating in the	None

**board/commission
meetings?**

Mildred Melendez
(203) 927-1539|millar6973@yahoo.com
117 Lexington Avenue, New Haven, CT 06513

Education

Branford Hall Career Institute, Branford, CT
Paralegal Studies, 1994-1995

Albertus Magnus, New Haven, CT
Bachelors of Art in Criminal Justice, May 2021

Employment

State of Connecticut – Office of Policy and Management, *Paralegal*
Legal Department, Hartford, CT, May 2019-Present

- Perform legal research and analysis of law sources such as statutes, legal articles, legal decisions, opinions, rulings, memoranda and other legal material
- Compile complex state statutes and federal regulations governing legal records and documents
- Interpret court rules and state-wide policies and regulations and keep abreast of the latest court rules and pending legislation
- Monitor and adhere to deadlines; review legal documents and prepare legal documents; respond to requests and obtain information of sensitive nature
- Acts as liaison between agency, court system, relevant attorney's offices and general public
- Prepare legal and administrative reports; updates and maintains policy manuals and filing systems
- Assist the Office of Labor with hearing preparation and related special projects concerning collective bargaining issues; assist in contract negotiations by drafting proposals, gather and analyze data
- Support in the drafting of proposed legislation; perform business mathematical computations and perform related duties as required

State of Connecticut-Department of Children and Families, *Paralegal Specialist*
Legal Department, Hartford, CT, Aug 2007- May 2019

- Conducted internal reviews of substantiations of child neglect and abuse and all related information to determine if there is factual and legal sufficiency to uphold or reverse the substantiation
- Utilized the Connecticut Child and Abuse statutes, applicable case law, DCF Policy and the fair preponderance of the evidence standard to make recommendations to uphold or reverse substantiations of neglect of abuse or neglect
- Served as the legal representative for the Department of Children and Families in Administrative Hearings
- Redacted and supplied records to other agencies, law enforcement, doctors and therapists, child advocates, courts, foster parents, foster parent licensing agencies and child/abuse investigations participants and their attorneys
- Supervised the closed records unit, assigned and reviewed work for timeliness and conformance to agency policies and procedures

State of Connecticut –Department of Children and Families, *Office Assistant*
New Haven Regional Office, Nov 2006 – Aug 2007

- Prepared and distributed the weekly docket, motions, petitions and documents and returned service for State Marshals
- Responsible for newspaper publications in interested parties, preparing Social Studies and Social Worker's affidavits
- Typed and entered narratives into DCF LINK systems, and edited and developed special files for social work staff and attorneys (substantiation request, appeals, evaluation reports and meetings)
- Retrieved special documents such as birth certificates, social security cards, fingerprints and compiled into case records for future research
- Distributed correspondence and scheduled meetings/appointments

Office Manager Law Offices of Gerald. L. Harmon, Paralegal

Meriden, CT, March 2003 – Nov 2006

- Assured the firm operated in a professional and efficient manner while maintaining legal, criminal, family matter, worker's compensation and personal injury files (medicals provide insurance adjusters with the information needed for settlement talks)
- Kept track of the statute of limitations throughout entire caseloads including bankruptcies
- Prepared draft pleadings and draft responses to interrogatories and discovery requests
- Visited clients at correctional institutions and served as a liaison between the clients and the firm
- Supervised, delegated and insured office staff were clear on assignments
- Organized files and marked the short calendar with the courts
- Met with clients for initial intake and prepared for depositions

Yale University-Department of Psychiatry –Veteran's Hospital, Research Assistant

West Haven, CT, Nov 2002– Feb 2003

- Traveled to the inner city neighborhoods and conducted studies with alcohol abusers and sober specimens with regards to alcohol consumption and the adverse impacts
- Conducted telephone screenings on each individual with regard to drug use, alcohol and psychiatric history
- Recorded data, kept files and created reports for federal grant programs
- Organized conferences, set up meetings and provided information to the team

New Haven Housing Authority, Assistant Asset Manager

New Haven, CT, April 2002 – Sept 2002

- Maintained the elderly units and assured units were in safe living conditions for residents
- Supervised a team of ten (10) employees and assigned them daily assignments to complete
- Inspected units, placed work orders, maintained inventory of supplies and assured material were in stock
- Reviewed recent rent accounts and flagged the accounts that were past due
- Conducted private conferences with the nuisance tenants then referred the matter to the legal department
- Stayed on call every six (6) weeks for all of the public housing properties for the City of New Haven five (5) districts
- Inspected buildings six (6) in my assigned district to make sure that hallways and grounds were being maintained properly
- Attended to resident's daily needs, i.e. food banks, medical care and any concerns they had

New Haven Housing Authority, Paralegal

New Haven, CT, April 2002 – April 2003

- Performed routine legal research and compiling data from applicable sources
- Coordinated and administered summary process (evictions) including processing, negotiating settlement statements, coordinating with the Management Information Systems, maintaining a filing system and other memoranda and documents
- Reviewed and updated forms, including the tenants' plain language lease and other related policies and as directed revised them to conform to current Federal Rules and Regulations
- Performed certain miscellaneous tenant related functions such as investigating inquiries and complaints from tenants, forwarding complaints to the Director of Property Management and General Counsel, handling tenant grievances including scheduling, preparing and representing the Agency at a formal hearing at the Housing Authority
- Performed legal research and drafted pleadings and maintained and coordinated all commercial leases
- Assisted in the negotiations of the terms and conditions of the new leases, developed and monitored departmental budget, and received and processed rent developments
- Made adjustments for residents in system (rent amnesty program), credit accounts, and processed request of payments from outside Counsel and consultants

Additional Qualifications

- Bilingual Spanish/English
- Notary Public
- Proficient in Microsoft Word, Excel, Window, Work Perfect, Power Point and Lexis Nexis

	Mildred	Al	Michael	Errol	Sarah	Alexandra
Jan	Present	Present	Present	Present	Absent	Present
Feb	Present	Present	Present	Present	Absent	Present
March	Present	Present	Present	Present	Absent	Present
April	Present	Present	Present	Present	Absent	Present
May	Present	Present	Present	Present	Absent	Present
June	Present	Present	Present	Present	Absent	Present
July	Present	Present	Present	Present	Absent	Present
August	Present	Present	Present	Present	Absent	Present
Sept	Present	Present	Present	Present	Absent	Absent
October	Present	Present	Present	Present	Absent	Present
November	Present	Present	Present	Present	Absent	Absent
December	Present	Present	Present	Present	Absent	Present

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Cover Letter |
| <input checked="" type="checkbox"/> | Order to Appoint/Reappoint |
| <input checked="" type="checkbox"/> | Prior Notification Form/Notice of Matter to be Submitted |
| <input checked="" type="checkbox"/> | Prior Notification Letter to Appointee/Re-appointee |
| <input checked="" type="checkbox"/> | Application for City Boards/Commissions |
| <input checked="" type="checkbox"/> | Resumé/CV or personal statement of interest/bio |

Other:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Attendance for past 12 months (*reappointments only) |
| <input type="checkbox"/> | Recommendations/support letters (optional) |
| <input type="checkbox"/> | Annual Disclosure Form |

Date Submitted: January 4TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Barbara Montalvo

Title of Legislation:

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF UNEDRA MULEY TO THE HOMELESS ADVISORY COMMISSION.

Comments: LEGISTAR FILE ID: LM-2023-0006

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



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



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



SI NCE 1958

January 4, 2023

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Unedra Muley of 107 Harper Avenue, New Haven, Connecticut, 06515 for reappointment to the Homeless Advisory Commission.

This reappointment would become effective upon your Honorable Board's approval and expire on January 1, 2025.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Dr. Mehul Dalal, Community Services Administrator
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF UNEDRA MULEY TO THE HOMELESS ADVISORY COMMISSION.

..body

BE IT ORDERED by the New Haven Board of Alders that the Mayor's reappointment of Unedra Muley to the of Homeless Advisory Commission for a term ending January 1, 2025 be and hereby is approved.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

Alder Honda Smith

WARD # **30**

DATE: **January 4, 2023**

FROM: Department/Office Mayor's Office
Person Barbara Montalvo Telephone 203/946-7670

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

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF UNEDRA MULEY TO THE HOMELESS ADVISORY COMMISSION FOR A TERM ENDING JANUARY 1, 2025.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 4, 2023

Unedra Muley
107 Harper Avenue
New Haven, CT 06515

Dear Ms. Muley:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit your name for reappointment to the Homeless Advisory Commission. This reappointment would become effective upon the Honorable Board's approval and expire on January 1, 2025.

I am confident you will serve the citizens of New Haven in a most conscientious and productive manner. It is my hope that your tenure on this Commission will provide you with a rewarding and gratifying experience in public service.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Justin Elicker".

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Dr. Mehul Dalal, Community Services Administrator
Office File



Application for Boards and Commissions

City of New Haven, CT

Submitted On:
June 9, 2022 9:56pm
America/New_York

Full Name	Unedra Muley
Email	unedra.muley@sbcglobal.net
Full Address	107 Harper Avenue New Haven CT 06515
Phone Number	2039808115
Are you a registered voter?	Yes
What political party do you belong to? [This information is only requested as it is required by the city charter (Article X Sec. 2-551) to ensure minority party representation on boards and commissions]	unaffiliated
What is your current occupation?	State of Connecticut Agency (Child Welfare - DCF)
Please upload a resume or personal statement of interest	https://seam.ly/FoAlnkAC Unedra's Resume 5 2021 copy.pdf
<h4>New Haven Boards & Commissions Listed</h4>	Homeless Advisory Commission
Please explain why you are interested in serving on this board/commission?	I'm completing this application because I am very interested in serving on the Homeless Commission. I've have worked with this populations for many years in different capacities. There are some that do not have a voice and I believe that I can be an advocate for this population and lend a voice and assist in any way that is needed.
Why do you believe you are a good fit for this board/commission?	I believe that I will be a good fit as I have been working in Child Welfare since 1994. Some of my work with families have been those who have experienced homelessness. My work with the community partners/multiple collaborations, have been rewarding when a family was able to get this need met. A lot of effort has gone into the homeless population in New Haven. I would love to help in any way I can. Hoping that I can be apart of this team
Do you have any time commitments that would prevent you from participating in the board/commission meetings?	If any meetings are held during the day, I would need to know well in advance for scheduling purposes.

**UNEDRA MULEY, LMSW, MS,
203-980-8115, unedra.muley@sbcglobal.net**

EXECUTIVE SUMMARY

An energetic, results driven, human services professional with over twenty years experience with Child Welfare, strategic planning, program service delivery, community collaboration, and leadership experience. In depth knowledge of the service delivery needs of various targeted populations including experience in the hands-on provision of services that also meet the cultural needs of a family. Outstanding leadership, communication and interpersonal skills.

CAREER EXPERIENCES

Department of Children and Families, New Haven, CT. 10/1994 - Present

Program Supervisor

- Provide creative leadership and effective management for staff.
- Execute case work principles, methods, and techniques with the understanding of factors which influence attitudes and behavior of individuals and families.
- Work directly with community resources, legal, departmental programs.
- Understand child development, mental health and behavioral challenges facing children, youth and families.
- Work directly with Office Director and other members of the Sr. Leadership Team to ensure continuous quality improvement, data monitoring, recruitment/retention of staff.
- Provide on-going learning forums (Racial Justice/Implicit Bias) to all direct care staff, managers and community partners.
- Ensure the agency continues to meet and/or exceed standards of best practice for agency's mandates.
- Provide direct contact with speciality units to address needs of a family in the areas of substance abuse, intimate partner violence, mental health, human trafficking, and medical.

Program Manager for Foster Care and Adoption Services Unit (FASU)

- Provided leadership, quality assurance, program development and innovation to foster parents.
- Coached supervisors who managed to follow agency's policy and procedures for Adoptions and Foster Care.
- Collaborated with community agencies for recruitment and participated in community activities.
- Participated in trainings for foster parents (relative and non-relatives).
- Facilitated trainings to prospective foster parents (relatives and non-relatives).
- Helped coordinate Foster Care Appreciation Celebrations for the region.

Social Work Supervisor

- Directed the daily operations to direct care staff which included supervising staff, maintaining data, coaching and facilitating provider meetings as well as support groups.
- Implemented policy and procedures, reviewed assessment of families, established a support to staff to reduce secondary trauma.
- Facilitated weekly meetings and organized work, emergencies and day-to-day schedules.
- Provided opportunities to model/create teachable moments for staff to grow.

- Able to translate the needs of the office directly to staff to help office achieve identified goals.

Investigations Social Worker

- Performed a variety of high skilled case work services, obtaining medical, physical and social histories of families in order to provide maximum services to individuals.
- Established effective communication and built immediate rapport.
- Worked closely with legal, local police, state police, and other community providers. Participated in forensic interviews dealing with high profile incidents which included media coverage.
- Able to understand the cultural needs of a family and utilize agency and community resources as needed in this area.

Treatment Social Worker

- Coordinated services to children and families which included being a mentor and support to families. Duties included making referrals to meet the needs of families and encouraged families to be part of their own treatment plan. Worked with community providers and had monthly provider meetings (at least) to discuss progress and/or further needs of families.
- Organized parent involvement and held large/small team meetings.
- Exercised assertive decision making and critical thinking skills promoting activities that achieved objective goals and long term sustainability.

Social Services Assistant (SSA)

- Provided transportation and supervision to parents and children involved with the Department. Required testimony in court proceedings on identified cases. Communicated with direct care staff, providers and family regarding case planning.
- Maintained organization with calendar of visits/transportations.

Southern Connecticut State University, New Haven CT. 1/2015 - 2018

Adjunct Professor (Department of Social Work)

- Teaching Methods of Intervention to BSW Students

License - Active

- * Licensed Master of Social Work (LMSW) License #000018

EDUCATION

Springfield College, Springfield, MA

- Master of Social Work Degree, May 2010

Southern Connecticut State University, New Haven, CT

- Master of Science Degree in Urban Studies, May 2000

Albertus Magnus College, New Haven, CT

- Bachelor of Arts Degree in Human Services, May 1998

Unedra Muley, LMSW, MS

203-980-8115

unedra.muley@sbcglobal.net

CERTIFICATION

- Connecticut Educator Certificate: School Social Worker, 7/2018

SUMMARY of VOLUNTEER and OTHER AFFILIATIONS

- Completed MSW Field Instructor Supervising Course at Southern Connecticut State University, 2013
- Graustein Community Leadership Program (CLP), 2015
- Trainer: Mandatory Reporter Curriculum in Community, 2002
- Beyond Diversity 101 Training, 2015
- Co-Chair of Regional Racial Justice Workgroup and Member of Statewide Racial Justice Group, 2013
- Member of Diversity Action Team, 2006
- Honorable Mention Dr. Janet E. Williams Humanitarian Award - 2/2020
- Co-Author: Book Emerging - Visionary Author, Tara D. Hall.

Unedra Muley, LMSW, MS
203-980-8115
unedra.muley@sbcglobal.net

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Cover Letter |
| <input checked="" type="checkbox"/> | Order to Appoint/Reappoint |
| <input checked="" type="checkbox"/> | Prior Notification Form/Notice of Matter to be Submitted |
| <input checked="" type="checkbox"/> | Prior Notification Letter to Appointee/Re-appointee |
| <input checked="" type="checkbox"/> | Application for City Boards/Commissions |
| <input checked="" type="checkbox"/> | Resumé/CV <u>or</u> personal statement of interest/bio |

Other:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Attendance for past 12 months (*reappointments only) |
| <input type="checkbox"/> | Recommendations/support letters (optional) |
| <input checked="" type="checkbox"/> | Annual Disclosure Form |

Date Submitted: January 4TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Barbara Montalvo

Title of Legislation:
ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF MATTHEW WILCOX TO THE BOARD OF EDUCATION.

Comments: LEGISTAR FILE ID: LM-2023-0003

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



Call (203) 946-7670 or bmontalvo@newhavencf.gov with any questions.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



SINCE 1958

January 4, 2023

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Mr. Matthew Wilcox of 1135 Forest Rd, New Haven, Connecticut, 06515 for reappointment to the Board of Education.

This reappointment would become effective upon your Honorable Board's approval and expire on December 31, 2026.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF MATTHEW WILCOX TO THE BOARD OF EDUCATION.

..body

BE IT ORDERED by the New Haven Board of Alders that the Mayor's reappointment of Matthew Wilcox to the of Board of Education for a term ending December 31, 2026 be and hereby is approved.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

Alder Adam J. Marchand

WARD # **25**

DATE: **January 4, 2023**

FROM: Department/Office Mayor's Office
Person Barbara Montalvo Telephone 203/946-7670

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

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF MATTHEW WILCOX TO THE BOARD OF EDUCATION.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



January 4, 2023

Matthew Wilcox
1135 Forest Road
New Haven, CT 06515

Dear Mr. Wilcox:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit your name for reappointment to the Board of Education. This reappointment would become effective upon the Honorable Board of Alders' approval and expire on December 31, 2026.

I am confident you will serve the citizens of New Haven in a most conscientious and productive manner. It is my hope that your tenure on this Board will provide you with a rewarding and gratifying experience in public service.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Office File



Application for Boards and
Commissions
City of New Haven, CT

Submitted On:

Jan 4, 2023, 12:49PM EST

Full Name	First Name: Matthew Last Name: Wilcox
Email	matthew.wilcox@gmail.com
Are you a current New Haven resident?	Yes
Full Address	Street Address: 1135 Forest Rd City: New Haven State: CT Zip: 06515
Phone Number	2036409064
Are you a registered voter in New Haven?	Yes
What political party do you belong to? [This information is only requested as it is required by the city charter (Article X Sec. 2-551) to ensure minority party representation on boards and commissions]	no political party
What is your current occupation?	library director
Please upload a resume or personal statement of interest	MatthewWilcoxResumeDec2022.pdf
<h4>New Haven Boards & Commissions Listed</h4>	Board of Education
Please explain why you are interested in serving on this board/commission?	I have been on this board since 2019 and would like to continue the work.
Why do you believe you are a good fit for this board/commission?	I have been on this board since 2019.
Do you have any time commitments that would prevent you from participating in the board/commission meetings?	No

MATTHEW E. WILCOX, M.A., M.S.L.I.S., AHIP

1135 Forest Road
New Haven, Connecticut 06515

Phone: (203) 640-9064
matthew.wilcox@gmail.com

EDUCATION:

- 1998 M.S., Library and Information Science, University of Illinois at Urbana-Champaign.
1997 M.A., English, James Madison University, Harrisonburg, VA.
1993 B.A., English, Asbury College, Wilmore, KY.

CERTIFICATIONS:

- 2017-2027 Distinguished Member, Association of Health Information Professionals.

EXPERIENCE:

Edward and Barbara Netter Library

Director

Quinnipiac University, Hamden, CT

08/2016—present

Associate Director

08/2013—08/2016

Associate Director for Technical Services

11/2012—08/2013

- Direct all aspects of Netter Library services since 2013 in order to meet the information needs of the Center for Medicine, Nursing, and Health Sciences. Includes budget administration, personnel, collection development, public services, space management, etc.
- Helped develop staffing plan for new medical library, managed hiring process, supervise all staff.
- Oversee library instructional program focusing on curricular tie-ins with the schools of the Center.
- Managed all aspects of innovative new electronic textbook plan for the School of Medicine, including vendor selection and contract negotiation.
- Increased efficiency of campus interlibrary loan services by introducing ILLiad and DOCLINE.

Yale School of Public Health /

Cushing/Whitney Medical Library

Public Health Librarian (Librarian IV)

Yale University, New Haven, CT

09/1999—11/2012

- Managed information resources for the School of Public Health, including library collections, electronic information resources, budgets, educational support programs and Web site.
- Represented the interests of the campus public health community in the Yale University Library system, and as an active member of the Medical Library Collection Development Committee.
- Helped faculty, staff, and students find the information they need.
- Provided training in effective database searching in one-on-one and in-class lectures.
- Directed the Epidemiology and Public Health Library from 1999 until closing it in 2009. Supervised two FTE and various student assistants. Managed the budget, collections, and all services.
- Managed the closing of the library including collection analysis and dispersal, and developing the plan for meeting the core information needs for the School moving forward. Also managed the closing of a remaining departmental library during this time.

Yale School of Public Health

Director of Academic Technology

Yale University, New Haven, CT

01/2001—11/2012

- Assessed/developed the current and future needs of the school in the areas of academic computing dedicated to the teaching process. Develop annual student computing budgets.

Collaborate with the Medical Library, ITS Desktop Support, and ITS Academic Computing units to ensure public health student access to computing resources in our classrooms and computer labs.

- Managed portions of the School's general computing budget, including purchasing and working in tight budgetary realities to create a base level of trouble-free technology support.
- Provided local expertise and training in support of course websites (Sakai and Blackboard).
- Supervised student Computer Lab Assistants and teaching assistants for student statistical support.
- Assisted students with personal computing issues including installation of SAS and ESRI software.
- Developed technical infrastructure and provided support for international distance education.

Cushing/Whitney Medical Library

Yale University, New Haven, CT

Reference Librarian, Webmaster (Librarian II)

01/1998—08/1999

- Responsible for managing the library's Web site and content providers.
- Provided database and bibliographic instruction to all levels of users.
- Co-creator of library liaison program to increase outreach and marketing efforts.
- Contributed 8-11 hours of reference desk duties each week.
- Interim director of Document Delivery department (01/1999—07/1999).

OTHER RELEVANT EXPERIENCE / COMMUNITY LEADERSHIP:

Quinnipiac University,

Hamden, CT

- Adjunct Instructor, First Year Seminar

Fall Semesters 2015-2018

New Haven Board of Education,

New Haven, CT

Board Member (Appointed)

04/2019--present

- Vice-President 01/2020--present
- Chair, Finance and Operations Committee 01/2020--present
- Chair, Head Start Subcommittee 09/2019--present
- Vice-Chair, Citywide Building and Stewardship Committee 01/2020--present
- Vice-Chair, Teaching and Learning Committee 04/2019—01/2020

PUBLICATIONS:

- Dexter, N., Muellenbach, J, Long, B., Lorber, L., Rand, D., and Wilcox, M. "Building New 21st Century Medical School Libraries from the Ground Up: Challenges, Experiences, and Lessons Learned." *Journal of the Medical Library Association*. 2019 Jan; 107(1): 6-15.
- Muellenbach, J, and Wilcox, M. "A Space of One's Own: Library Space Planning in 'Born-Digital' Libraries." *MLA News*. 2016 Mar; 56(3): 12.
- Learner, R, Kilham, J., Adriani, L., Griffiths, S., Wilcox, M. "Creating an online, multi-purpose, modular video series for library instruction." *Featured Article. Doody's Review Service*. 2015 Dec. <http://www.doody.com/dct/PublicFeaturedArticle.asp?SiteContentID=185&SID=%7B55213C77-FEF1-4E8A-9E17-A49D7AC0B2CE%7D>
- Rabinowitz, P., Wiley, J., Odofoin, L., Wilcox, M., Dein, FJ, "Animals as Sentinels of Chemical Terrorism Agents: An Evidence-Based Review." *Clinical Toxicology*. 2008 Feb; 46(2): 93-100.
- Rabinowitz, P., Gordon Z., Chudnov D., Wilcox M., Odofoin L., Liu A., Dein FJ. "Animals as Sentinels of Bioterrorism Agents." *Emerging Infectious Diseases*. 2006 Apr; 12(4): 647-652.
- Chudnov, D., Barnett J., Prasad R., Wilcox, M. "Experiments in Academic Social Bookmarking with unalogs." *Library Hi Tech*. 2005; 23(4): 469-480.
- Rabinowitz, P., Gordon, Z., Holmes R., Taylor B., Wilcox M., Chudnov D., Nadkarni P., Dein FJ. "Animals as Sentinels of Human and Environmental Health Hazards: An Evidence-Based Analysis" *EcoHealth*. 2005 Mar; 2 (1): 26-37.

- Wilcox, Matthew. Invited Paper: "Why I Won't Hire You." LIScareer.com. 2004 Dec. http://www.liscareer.com/wilcox_wonthire.htm
- Chudnov, D., Frumkin J., Weintraub, J., Wilcox M., Yee R. "Towards Library Groupware with Personalized Link Routing." *Ariadne*. 2004 Jul; Issue 40. <http://www.ariadne.ac.uk/issue40/chudnov/>

PRESENTATIONS, ETC:

- Rotman, C., Hanson, A., Trow, V., & Wilcox, M. Invited Panelist, "Communicating Value to Your Organization." North Atlantic Health Sciences Libraries Annual Meeting, Virtual, October 25, 2021.
- Kilham, J., Lerner, R., Addona, G., & Wilcox, M. Paper, "What's all the buzz? A library-sponsored spelling bee." North Atlantic Health Sciences Libraries Annual Meeting, Waltham, MA, October 22, 2017.
- Kilham, J., Griffiths, S., Adriani, L., Lerner, R. & Wilcox, M. Short Communication, "In the Circus Ring: The Library's Role in Supporting Interprofessional Communication Through a Book Club." North Atlantic Health Sciences Libraries Annual Meeting, New Haven, CT, October 24, 2016.
- Kilham J., Adriani L., Lerner, R, Griffiths S., Wilcox M. Paper, "Anchors Away! Establishing New Library Services and Charting a Course for Future Success." North Atlantic Health Science Libraries Annual Meeting, Providence, RI, October 19, 2015.
- Lerner, R., Kilham J., Adriani L., Griffiths S., Wilcox M. Poster, "Creating an Online, Multi-Purpose, Modular Video Series for Library Instruction." Medical Library Association Annual Meeting, Austin, TX, 5/17/2015.
- Murray T., Kilham J., Cassesse T, Herbst J., Kelly B., Wilcox M. Paper. "Personal Information Management for Early Clinical Experiences: Digital Footprints, Medical Apps, and the Law." AAMC/Northeast Group on Educational Affairs Annual Retreat, Worcester, MA, April 17-18, 2015.
- Rabinowitz, P., Vegso S., Chudnov D., Odofin L., Scotch M., Wilcox M. "The 'Canary Database': Assembling Evidence for One Health Linkages between Human, Animal, and Environmental Health." Medical Library Association Annual Meeting, Boston, MA, May 5, 2013.
- Ascher, M., Madhavan A., Rethlefsen M., Revere D., Wilcox M. Poster, "The Core Public Health Journal Project: A Game Change in the 3rd Inning." Medical Library Association Annual Meeting, Seattle, WA, May 18-23, 2012.
- Wilcox M. Invited Paper, "Web 2.0 Technologies: Library as Place." North Atlantic Health Sciences Libraries Annual Meeting, Rockport, ME, 10/26/2009.
- Rabinowitz, P, Dein FJ., Gordon Z., Odofin L., Wilcox M., Chudnov D. "Can Animal Sentinel Data Provide Evidence for Environmental Health Decision Making?" American Public Health Association Annual Meeting, Philadelphia, PA, 12/13/2005.
- Wilcox M. Invited Panel Participant, "Issues in Enhancing Access to Medical and Health Care Information Technology for Professional and Consumers." Southern Connecticut State University, New Haven, CT, 3/11/05
- Wilcox M. Invited Paper, "Training the Connecticut Public Health Workforce: Information Use and Access," Connecticut Public Health Association Annual Meeting, Rocky Hill, CT, 10/15/04
- Wilcox M., Chudnov D., Rabinowitz P., Gordon Z., Odofin L. "Canary in a Haystack: Building a Database of Animal Sentinel Literature," Medical Library Association Annual Meeting, Washington, DC, 5/25/04.
- Wilcox M. Invited Paper, "SFX and Serial Solutions at Yale University," Connecticut Library Association Annual Meeting, Groton, CT, 4/19/04.
- Wilcox M. "Electronic Resource Linking: SFX at Yale University," 8th European Conference of Medical and Health Libraries, Cologne, Germany, September 16-21, 2002.
- Wilcox M. Invited Presentation: "Who Invited You?: A Report of a Library Consulting Trip Abroad," part of the "Librarians without Borders" SCOPA forum, Yale University Library, November 6, 2001

- Participant, Public Health Outreach Forum, National Library of Medicine, Bethesda, MD, April 4-5, 2001.
- Mayman G., Wilcox M. Round Table: "New Haven Health: A Comprehensive Web Site Describing the Past and Present Health of a Community," American Public Health Association Annual Meeting, Chicago, IL, 11/10/1999.
- Spak, J., Wilcox M. Poster Session: "From Selector to Liaison: Redefining the Roles of the Subject Specialist in an Academic Medical Center Health Sciences Library," North Atlantic Health Sciences Libraries Annual Meeting, Portland, ME, 10/4/1999.
- Wilcox, Matthew. "Confession in A *Burnt-out Case*," College English Association annual conference, San Antonio Texas, 4/3/1998.

AWARDS:

- Fellow. National Library of Medicine/Association of Academic Health Science Libraries Leadership Fellowship Program, Class of 2014-2015.
- Medical Library Association: 2006 Louise Darling Medal for Distinguished Achievement in Collection Development in the Health Sciences. Received on behalf of the Core Public Health Journal Project.

GRANTS:

- McMahon-Pratt, Diane, Nancy Saravia (Co-PIs). "Vector/Host Parasite Interface of Leishmaniasis in Colombia" 2008-2013. The overall objective was to develop research capacity to identify strategies and devise means to interrupt the cycle of transmission and pathogenesis of leishmaniasis through intervention of the invertebrate and vertebrate host pathogen interactions. Role: To develop training materials for a series of "train the trainer" courses in accessing scientific information.
- Rabinowitz, Peter (PI). 5% effort. "Animals as Sentinels for Human Health" funded by the National Library of Medicine (G08 LM 7881), 05/15/03 - 05/24/06. The goal of the project was the creation of a curated and comprehensive Web site and Web-accessible database of studies of animals as sentinels of human environmental health hazards. Role: Project Librarian.
- Marone, R. Kenny (PI). 5% effort on Consumer Health Information Center (NLM/RML Subcontract 1 NM 00-101/SMS). 10/1/01 – 03/31/03. The project goal is to improve public access to health information resources and to teach the public effective searching skills. An area focused on consumer health was created at the New Haven Free Public Library, and two branch libraries.

ACTIVITIES:**Advisory Board, Advisory Groups:**

- CAB International North American Library Advisory Board 03/2003—05/2015
- Association for Health Services Research 12/8/1999
(Technical Advisory Group for Core Health Policy Library Collection)

Association of Academic Health Sciences Libraries:

- Assessment & Statistics Committee
 - Chair 11/2018—present
 - Member 11/2013—10/2018
- New & Developing Academic Health Science Libraries Committee 11/2016—10/2020
- Assessment & Statistics Review Task Force 02/2015—02/2016

Medical Library Association:

- Public Health/Health Administration Section

- Chair 05/2001—05/2002
- Chair-elect 05/2000—05/2001
- Section Council Representative (by Proxy) 02/2002—05/2004
- Client Relations Committee 09/2001—05/2015
- Library Management Section
 - Nominating Committee 2007, 2015
- Awards Committees
 - Member, Continuing Education Grant Jury 05/2018—04/2019
 - Member, Awards Committee 05/2009—05/2010
 - Chair, Medical Informatics Career Development Award Jury 05/2007—01/2008
 - Chair, Cunningham Memorial International Fellowship Jury 05/2001—05/2002
 - Member, Cunningham Memorial International Fellowship Jury 05/2000—05/2001

North Atlantic Health Sciences Libraries:

- NAHSL 2001 Hospitality Committee 06/00—10/2001

Quinnipiac University

- Institutional Animal Care and Use Committee
 - Vice-Chair 10/2018—present
 - Voting Member 09/2015—present

Quinnipiac University, Frank H. Netter MD School of Medicine:

- Chair, Library & Learning Resources Committee 01/2013—present
- AAMC/GIR Representative 01/2017—present

Yale University:

- Voting Member, Institutional Animal Care and Use Committee 07/1998—11/2012
- GIS Steering Committee 05/2003—11/2012

Yale University Libraries (various, including):

- Digital Initiatives Advisory Board 08/2012—11/2012
- Collaborative Collection Development Working Group 02/2012—08/2012
- Digital Best Practices Working Group 12/2009—06/2010
- Diversity Council 09/2008—05/2010
- Travel Committee 10/2001—05/2006
- Promotion Review Committee 01/2005—05/2006
- SFX Implementation Work Group 08/2001—01/2005

Yale Medical Library:

- Digital Library Committee 09/2003—11/2012
- Collection Development Committee 09/1999—11/2012
- Managers Group 09/1999—11/2011
- Strategic Planning Committee 1999, 2000, 2004, 2008, 2012

SELECTED CONTINUING EDUCATION, CONFERENCES, MEMBERSHIPS:

- Association of Academic Health Science Libraries New Directors' Symposium, 2015-2016

- “Meeting the Information Requirements of the Animal Welfare Act.” USDA/National Agriculture Library, 10/26-27/2005 and 10/19-20/2011.
- Annual Meeting, American Public Health Association, 1999-2009, 2012 (Member 1999-2009).
- Annual Meeting, Medical Library Association, 1999-2008, 2012-2018. (Member since 1998).

2022 Disclosure Form for the City of New Haven Employees, Officials & Members of Boards and Commissions

Section I. Personal Information

First Name		Middle Name		Last Name	
Matthew		Eric		Wilcox	
Street Address (Home)			City	Zip	
1135 Forest Rd.			New Haven	06515	
Employer			Position Held		
Quinnipiac University			Director, Netter Library		
Street Address (Business)			City	Zip	
275 Mt. Carmel Ave			Hamden	06518	
Home Phone		Business Phone		Cell Phone	
203-640-9064		203-582-6589		203-640-9064	
Board, Commission or Task Force (if applicable)			Term Expires (if applicable)		
Board of Education			12/31/2022		
Email Address:		matthew.wilcox@gmail.com			

Section II. Interests Requiring Disclosure

Please provide the following information for the **calendar year 2021**. Some questions may request information about your **immediate family or household**. Immediate family means: your spouse or partner, your parent, sibling or child, your spouse's parent, sibling or child, the spouse or partner of said child, or other dependent relative who resides in your house. Household means: all individuals residing in a single housing unit, including related and unrelated people. If the answer to any question is none, please indicate NONE in the space provided. Please attach additional pages as needed.

1. Are you or any member of your immediate family or household employed by the City of New Haven?

Name	Relationship	Position Held	Term Expires (if applicable)
NONE			

2. Do you have a financial or personal interest in any City of New Haven contract, including any contract entered into prior to your nomination, appointment, election or employment to your position?

Contract Name	Contract Amount	Expiration Date of Contract
NONE		

3. Are you seeking or have you obtained employment with a person, company or corporation engaged in business with the City of New Haven?

Person, company or corporation	Position sought or gained
NONE	

4. Have you or a member of your immediate family or household applied for a City of New Haven program or benefit over which you have actual or apparent control, influence or discretionary authority?

City program or benefit
NONE

5. List any reimbursement of necessary expenses incurred that are due to an article, appearance, or speech, or for participation in any event in your official capacity. Please attach additional pages as needed.

NONE			

6. Have you accepted an offer of employment, whether paid or unpaid, by the City of New Haven or by a program established by the board, commission or task force of which you are a part?

Agency, business or institution
NONE

7. Please list any non-municipal (including nonprofit) agency, or entity by which you are employed which is funded by monies authorized or provided by the City of New Haven.

NONE -- unless my employer, Quinnipiac University, has received some funds	

8. Please list any nonprofit or other organization of which you are a member of the governing board that is, has been, or is likely to be engaged in the application for federal or state funding or local funding authorized or administered by the City of New Haven.

Agency, business or institution
NONE

9. Please list any nonprofit or other organization of which you are a member of the governing board that is or will be lobbying for specific legislation before the City of New Haven or State of Connecticut legislation, which will result in the City receiving funding administered by the City board, commission or task force of which you are a member.

Agency, business or institution
NONE

10. Please list any nonprofit or other organization of which you are a member of the governing board where said organization is, has been or may become engaged in litigation against the City of New Haven.

Agency, business or institution
NONE

Section III. Oath

A. I understand that I am responsible for learning and complying with all laws regarding standard of conduct for public officials contained in the City's Ethics Code and Ordinance found at Chapter 12 5/8 of the New Have Code of Ordinances available for review at <http://www.cityofnewhaven.com/HumanResources/index.asp> or at the Dept of Human Resources Office at 200 Orange St Room 102, New Haven, CT.

Please initial that you will comply with this section MW

B. I understand that as a public employee or official I am held to a high standard of ethical behavior. I will avoid both actual improprieties and the appearance of improprieties. I understand that the disclosures requested in this form are related to all of my interests, not just those relating to the City department, board, commission, or task force with which I am affiliated. I understand that I am responsible for updating the information on this form immediately upon any change in circumstance. I further understand that this form constitutes public information and will be disclosed upon request. If I am considering outside employment or financial arrangements with a business or person who transacts business or has financial dealings with the City of New Haven, I will consult with Senior Corporation Counsel at 203-946-7969 regarding any actual or potential ethical issues before taking any action.

Signature  Date 1/4/2023

Barbara Montalvo

From: JOHNSON, RAE <RAEANN.JOHNSON@new-haven.k12.ct.us> on behalf of TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>
Sent: Tuesday, January 10, 2023 3:57 PM
To: Sean Matteson; TRACEY, ILINE (DR.); Barbara Montalvo; Finley, Michael (Dr.); WHYTE, PAUL (DR); Lamb, Thomas; Elias A. Alexiades
Subject: RE: Board of Education attendance records

Good afternoon Mr. Matteson,

I trust this email finds you well. Dr. Tracey asked me to forward this response to you:

Mr. Matthew Wilcox has not missed a Board of Education or a Finance and Operations meeting since his appointment to the Board.

Have a great day!

Best,
Rae Johnson
Executive Administrative Assistant to the Superintendent
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519
P: (475) 220-1003
F: (203) 946-7300

Excellence in Education!



NEW HAVEN PUBLIC SCHOOLS

From: Sean Matteson <SMatteson@newhavenct.gov>
Sent: Monday, January 9, 2023 8:42 AM
To: TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>; Barbara Montalvo <bmontalvo@newhavenct.gov>; Finley, Michael (Dr.) <Michael.Finley@new-haven.k12.ct.us>; WHYTE, PAUL (DR) <PAUL.WHYTE@new-haven.k12.ct.us>; Lamb, Thomas <Thomas.Lamb@new-haven.k12.ct.us>; Elias A. Alexiades <EAlexiades@newhavenct.gov>
Subject: Re: Board of Education attendance records

Its just for Matt Wilcox on his reappointment. Its something the Alders require us to do, share attendance records. Thanks.

From: TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>
Sent: Saturday, January 7, 2023 18:57
To: Barbara Montalvo <bmontalvo@newhavenct.gov>; Finley, Michael (Dr.) <Michael.Finley@new-haven.k12.ct.us>; WHYTE, PAUL (DR) <PAUL.WHYTE@new-haven.k12.ct.us>; Lamb, Thomas <thomas.lamb@new-haven.k12.ct.us>; Elias A. Alexiades <EAlexiades@newhavenct.gov>

CHECK LIST FOR ALDERMANIC SUBMISSIONS

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

IN ADDITION IF A GRANT:

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

Date Submitted: January 12TH, 2023

Meeting Submitted For: January 17TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Rafael Ramos, Environmental Health

Title of Legislation:

ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES TO LICENSE AND INSPECT SALONS WITHIN THE CITY OF NEW HAVEN IN ACCORDANCE WITH CONNECTICUT STATE STATUES 20-234,20-250, 19A-231 AND CHAPTER 384A FOR THE PURPOSES OF SETTING STANDARDS FOR OPERATION AND MAINTENANCE OF: BARBER SHOPS, BODY PIERCING SHOPS, HAIR SALONS, MASSAGE PARLORS, NAIL SALONS, AND TATTOO SHOPS TO MINIMIZE HEALTH HAZARDS IN ACCORDANCE WITH SECTION 16 OF THE CODE OF GENERAL ORDINANCES

Comments: Legistar File ID: OR-2023-0001

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

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

CITY OF NEW HAVEN

Health Department



54 Meadow Street, 9th Floor • New Haven, Connecticut 06519 • 203-946-6999

Justin Elicker, Mayor • Maritza Bond, MPH, Director of Health

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

Re: ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES TO LICENSE AND INSPECT SALONS WITHIN THE CITY OF NEW HAVEN IN ACCORDANCE WITH CONNECTICUT STATE STATUES 20-234,20-250, 19A-231 AND CHAPTER 384A FOR THE PURPOSES OF SETTING STANDARDS FOR OPERATION AND MAINTENANCE OF: BARBER SHOPS, BODY PIERCING SHOPS, HAIR SALONS, MASSAGE PARLORS, NAIL SALONS, AND TATTOO SHOPS TO MINIMIZE HEALTH HAZARDS IN ACCORDANCE WITH SECTION 16 OF THE CODE OF GENERAL ORDINANCES

Dear Honorable Tyisha Walker:

In the interest of protecting the health, safety, and welfare of the public, the New Haven Health Department is proposing an ordinance to license and inspect; hair salons, barbarshops, nail salons, day spar, cosmetology and massage parlors.

The proposed ordinance will require salons to be licensed and inspected annually. The Salon ordinance will assure that sanitary practices are being followed by practiciners providing the services at these estblishments. The Salon ordinance will provide an incentive for the establishment to promote better public health practices.

Thank you for your consideration of this matter. If you have any questions, please feel free to contact me at 946-6999.

Respectfully submitted,

Maritza Bond, MPH
Director of Health
City of New Haven Department of Health

Cc: Alder Darryl J. Brackeen, Chair of Health & Human Services

FISCAL IMPACT STATEMENT

DATE: January 12, 2023
FROM (Dept.): Health Department
CONTACT: Maritza Bond, Director **PHONE** (203) 946-8351

SUBMISSION ITEM (Title of Legislation):

ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES TO LICENSE AND INSPECT SALONS WITHIN THE CITY OF NEW HAVEN IN ACCORDANCE WITH CONNECTICUT STATE STATUES 20-234,20-250, 19A-231 AND CHAPTER 384A FOR THE PURPOSES OF SETTING STANDARDS FOR OPERATION AND MAINTENANCE OF: BARBER SHOPS, BODY PIERCING SHOPS, HAIR SALONS, MASSAGE PARLORS, NAIL SALONS, AND TATTOO SHOPS TO MINIMIZE HEALTH HAZARDS IN ACCORDANCE WITH SECTION 16 OF THE CODE OF GENERAL ORDINANCES

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

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				
1. Initial start up	N/A			
2. One-time	N/A			
3. Annual	N/A			
B. Non-personnel				
1. Initial start up				
2. One-time				
3. Annual				

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

NO
YES

- 1. One-time
- 2. Annual \$250

Other Comments: Annual fee \$250 per establishment. Additional \$250.00 for all required inspections due to enforcement actions

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

ALL

WARD # ALL

DATE: **January 12, 2023**

FROM: Department/Office Health Department – Division of Environmental Health
Person Maritza Bond, Director Telephone (203) 946-6999

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

ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES TO LICENSE AND INSPECT SALONS WITHIN THE CITY OF NEW HAVEN IN ACCORDANCE WITH CONNECTICUT STATE STATUTES 20-234, 20-250, 19A-231 AND CHAPTER 384A FOR THE PURPOSES OF SETTING STANDARDS FOR OPERATION AND MAINTENANCE OF: BARBER SHOPS, BODY PIERCING SHOPS, HAIR SALONS, MASSAGE PARLORS, NAIL SALONS, AND TATTOO SHOPS TO MINIMIZE HEALTH HAZARDS IN ACCORDANCE WITH SECTION 16 OF THE CODE OF GENERAL ORDINANCES

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.

..title

ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES TO LICENSE AND INSPECT SALONS WITHIN THE CITY OF NEW HAVEN IN ACCORDANCE WITH CONNECTICUT STATE STATUTES 20-234, 20-250, 19A-231 AND CHAPTER 384A FOR THE PURPOSES OF SETTING STANDARDS FOR OPERATION AND MAINTENANCE OF: BARBER SHOPS, BODY PIERCING SHOPS, HAIR SALONS, MASSAGE PARLORS, NAIL SALONS, AND TATTOO SHOPS TO MINIMIZE HEALTH HAZARDS IN ACCORDANCE WITH SECTION 16 OF THE CODE OF GENERAL ORDINANCES

..body

CONH CODE _____ - __ Salon Ordinance

Sec. X-1. - Title and scope.

(a) *Title.* This chapter shall be known as the "Salon and Tattoo/Body Piercing Ordinance" and may be so cited and referred to as this chapter.

(b) *Scope.* The provisions of the chapter shall apply to all Barber Shops, Hair Salons, Nail salons, Tattoo parlors and Body Piercing establishments hereinafter defined. The purpose of this chapter is to set the standards for operation and maintenance of salons to minimize the public health risks associated with the practices.

• **Sec. X-2. - Definitions.**

The following definitions shall apply in the interpretation and enforcement of this chapter. The word "shall" as used herein indicates a mandatory requirement.

(1) "Advanced Practice Registered Nurse" means a person licensed to perform advanced level nursing practice activities pursuant to subsection (b) of section 20-87a of the Connecticut General Statutes.

(2) "Authorized Agent" means an employee of the Naugatuck Valley Health District designated by the Director of Health to enforce provisions of this code.

(3) "Blood" means human blood, human blood components and products made from human blood.

(4) "Bloodborne Pathogens" means pathogenic microorganisms that are present in human blood can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B Virus (HBV), Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV).

(5) "Body Piercing" means puncturing or penetration of the skin of a person with pre-sterilized single-use needles and the insertion of pre-sterilized jewelry or other adornment thereto in the opening, except that puncturing the outer perimeter and/or lobe of the ear with a pre-sterilized single-use stud-and-clasp ear-piercing system shall not be included in this definition.

(6) "Body Piercer" means a person who engages in the art of body piercing. Body Piercers shall be licensed as a Tattoo Technician as specified in Connecticut Public Act 13-234 Sections 132 et seq. or shall comply with the requirements in Section B(11) of this code.

(7) "Body Piercing Establishment" means any room or space where body piercing is practiced or where the business of body piercing is conducted or any part thereof.

(8) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

(9) "Critical Items" means those aspects of a procedure, which if violated, constitute an imminent hazard to health and safety.

(10) "Critical Violations" means one or more of the following findings:

(a) Autoclave not in proper working order or in proper use.

(b) Lack of a monthly spore test properly recorded.

(c) Non-disposable instruments and equipment improperly sterilized or stored.

(d) Reuse of single use items.

(e) Improper operator scrub technique before and/or after a procedure. 1

(f) Improper glove technique during a procedure.

(g) No hepatitis B vaccination program in place.

(h) Tattooing or piercing an unemancipated minor under the age of eighteen (18) years of age without the written permission of the parent or guardian of such minor.

(11) "Department" means The New Haven Health Department .

(12) "Director of Health" means the Director of Health of the New Haven Health Department.

(13) "Disinfected" means the destruction of all vegetative forms of pathogenic agents by chemical or physical means.

(14) "Ear Piercing" means the puncturing of the outer perimeter or lobe of the ear with a presterilized single-use stud-and-clasp ear-piercing system following manufacturer's instructions. Under no circumstances shall ear piercing studs and clasps be used anywhere on the body other than the outer perimeter and lobe of the ear.

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(15) “Equipment” means all machinery, including fixtures, containers, vessels, tools, implements, furniture, display and storage areas, sinks, and other apparatus used in connection with the operation of the establishment.

(16) “Fee Schedule” means the Tattoo or Body Piercing Establishment License, Temporary Tattoo or Body Piercing Establishment License and associated fees specified in the Annual Fiscal Budget adopted by the Board of Directors of the New Haven Health Department in accordance with the provisions of the Connecticut General Statutes.

(17) “Health department”. The Health Department of the City of New Haven

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(18) “Hot Water” means water which is at a temperature of not less than one hundred and ten degrees (110°) F (43° C), nor more than one hundred fifteen degrees (115°) F (46° C).

(19) “Infection” means invasion and colonization of body tissues by pathogenic organisms.

(20) “Infectious Waste” means waste generated in the treatment or service of a human which falls under one or more of the following categories: (a) Pathological wastes are human pathological wastes, including tissues that are removed during medical procedures. (b) Human blood and bodily fluid waste including liquid waste, human blood, blood products, items saturated or dripping with blood or caked with dried human blood.

(21) “Jewelry” means a surgical steel or other approved component ornament made of body/implant grade material, free of imperfections and designed for use in body piercing.

(22) “Osteopathic Physician” means a person licensed to practice osteopathy pursuant to chapter 371 of the Connecticut General Statutes.

(23) “Parenteral” means piercing mucous membranes or the skin barrier through such events as needlesticks, cuts or abrasions.

(24) “Physician” means a person licensed to practice medicine and surgery pursuant to chapter 370 of the Connecticut General Statutes.

(25) “Physician Assistant” means a person licensed pursuant to section 20-12b of the Connecticut General Statutes.

(26) “Registered Nurse” means a person licensed to practice nursing pursuant to subsection (a) of section 20-87a of the Connecticut General Statutes.

(27) "Regulated Waste" means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

(28) "Salon" "Salon" includes any shop, store, day spa or other commercial establishment providing the services of a barber, as described in section 20-234 of the Connecticut General Statutes, or the services of a hairdresser and/or cosmetologist, as defined in section 20-250 of Connecticut General Statutes, or a nail technician, as defined in section 19a-231 of Connecticut General Statutes, or a massage therapist, as defined in Chapter 384a of the Connecticut General Statutes.

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(29) "Sanitization" means the process of killing and/or removing bacteria and microbes with chemicals.

(30) "Scarification" means permanent modification to the human skin from the infliction of a wound by creating designs made up of scars produced by branding, cuttings and general scarification using various means.

(31) "Sterile Technique" means a method of functioning that is designed to maintain the sterility of sterile objects.

(32) "Sterilization" means the process of destruction of all forms of microbial life by physical or chemical means.

(33) "Student Tattoo Technician" means a person studying tattooing who is registered with the Connecticut Department of Public Health pursuant to section 133 of Connecticut Public Act 13-234.

(34) "Tattoo" means the indelible mark, figure or decorative design introduced by insertion of nontoxic dyes or pigments into or under the subcutaneous portion of the skin of a live human being to alter the appearance of the skin for non-medical reasons

(35) "Tattooing" means the process by which the skin is marked or colored by the insertion of nontoxic dyes or pigments into or under the subcutaneous portion of the skin so as to form indelible marks for cosmetic or figurative purposes. The term tattooing shall include scarification as defined elsewhere in this code.

(36) "Tattoo Technician" means a person who is licensed with the Connecticut Department of Public Health pursuant to section 133 of Connecticut Public Act 13-234.

(37) "Tattoo Establishment" means any room or space where tattooing is practiced or where the business of tattooing is conducted or any part thereof.

(38) "Temporary Tattoo or Body Piercing Establishment" means a tattoo or body piercing establishment that operates at a fixed location for a period of time of not more than seventy-two (72) consecutive hours in conjunction with a single event, celebration or festival at an established locale. (1) *Director of health.* The Director of Health of the City of New Haven or any duly or lawfully appointed staff member of the Health Department.

~~(2) Person. Any person, firm, partnership, association, corporation, company, club, or organization of any kind.~~

~~(4) Salon. "Salon" includes any shop, store, day spa or other commercial establishment providing the services of a barber, as described in section 20-234 of the Connecticut General Statutes, or the services of a hairdresser and/or cosmetologist, as defined in section 20-250 of Connecticut General Statutes, or a nail technician, as defined in section 19a-231 of Connecticut General Statutes.~~

~~(2) Person. Any person, firm, partnership, association, corporation, company, club, or organization of any kind.~~

~~(3) Director of health. The Director of health of the City of New Haven or any duly or lawfully appointed staff member of the Health Department.~~

~~(4) Health department. The health department of the City of New Haven.~~

• **Sec. X-3. - License to operate a salon.**

A. No person as defined in Section X-2 shall operate or maintain a salon, unless said person has obtained a license to operate from the Director of Health. Licenses shall occur upon application and or subsequent inspection, the first year of this chapter and on January 1, each year thereafter and shall be valid for one (1) year unless otherwise revoked for cause. Only persons who comply with this chapter, including but not limited to Section X-4, shall be entitled to receive and retain a license. Licenses are not transferable.

B. The annual fee for a salon license is two hundred fifty dollars (\$250.00), per Section 17-201, and shall be used by the City to recoup the health department's cost of inspection.

C. The licensee shall pay an inspection fee equal to two hundred fifty dollars (\$250.00) for each inspection required.

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Sec. X-4. Plan Review and Pre-operation Inspections

A. No barbershop, hairdressing or cosmetology, nail salon or massage therapy establishment having a permanent location shall, be relocated, constructed, remodeled, or extensively altered, nor shall a structure be converted to use as a barbershop, hairdressing or

cosmetology establishment, except in accordance with plans and specifications approved by the New Haven Health Department and other applicable city agencies.

- B. Properly prepared plans and specifications for such construction, remodeling or alteration shall be submitted to the Director of Health for review and approval before relocation, construction, remodeling, alteration, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement and construction materials of work areas and the type and model of proposed fixed equipment and facilities. The Director of Health shall approve the plans and specifications if they meet the requirements of this regulation and applicable state laws and regulations.
- C. Prior to the opening of a barbershop, hairdressing, cosmetology, nail salon, massage therapy establishment or tattoo establishment the Director of Health shall conduct a pre-operational inspection to determine compliance with the approved plans and specifications and with the requirements of this regulation and applicable state laws and regulations.

Sec X-54. - Sanitary Condition

- A. Salon inspection(s) shall be performed by the health director or his/her designee at the time of license application, annual renewal, and whenever else is necessary to determine the validity of a public complaint that has been filed with the health department. Inspection(s) by the health department shall be conducted during the salons normal business hours. A determination of the inspection shall be made by the health director or his/her designee based on the standards stated in sub-section (B).
- B. A person shall operate and maintain a salon in the following ways to establish sanitary condition and minimize health hazards:
 - (1) The use of personal protective equipment, including, but not limited to, disposable gloves as a barrier against infectious materials; and
 - (2) the immediate disposal after use in a covered waste receptacle of all articles that came into direct contact with the customer's skin, nails or hair that cannot be effectively cleaned or sanitized; and
 - (3) the proper cleaning and sanitizing of all re-usable tools, including bowls used for soaking fingers, in a separate utility sink used solely for instrument cleaning; and
 - (4) the use of hospital-grade cleaner to clean the area and materials used in the practice of barbering, and hairdressing and cosmetology, and by nail technicians, including, but not limited to, chairs, armrests, tables, countertops, trays, seats and soaking tubs for both hands and feet; and

- (5) the required availability of handwashing sinks in an area where the barber, hairdresser, cosmetologist or nail technician is working.
- (6) the proper posting of barber's, hairdresser and/or cosmetologist license per Connecticut General Statutes section 20-241, if applicable.
- (7) A practitioner should not perform services on a client if the practitioner has reason to believe the client has a contagious condition such as head lice, nits, ringworm, conjunctivitis; or inflamed, infected, broken, raised or swollen skin or nail tissue; or an open wound or sore in the area to be serviced
- (8) an adequate safe supply of hot and cold water, at required temperatures, at all sinks
- (9) any wastewater from plumbing fixtures must be disposed on in an approved manner. All applicable plumbing codes must be followed.
- (10) all products and chemicals must be stored in labeled containers with directions on how to use them properly. Chemicals must be stored properly.
- (11) adequate ventilation of the facility to remove excess heat and odor. This ventilation must be installed and operated in compliance with all state and local building codes and ordinances
- (12) adequate restroom facilities must be provided for customers and employees. Bathrooms must have adequate handwashing facilities with liquid soap, paper towel/air dryer and a covered waste container. These restrooms must always be kept in a clean and sanitary condition.
- (13) all floors, walls ceilings and equipment must be maintained in good repair and in a clean and sanitary manner.
- (14) no person known to have a communicable disease in its infectious stage shall engage in barbering, hairdressing cosmetology
- (15) no animals or pets are allowed in the establishment (exception for service animals)
- (16) all supplies (towels, linens, gowns, etc.) must be stored in a sanitary manner to protect from dust and dirt

C. If any salon, upon an inspection by the health director, is found to be in an unsanitary condition, per violation of sub-section (B), the director of health shall issue a written order that such salon correct any inspection violations identified by the health director within a specific time frame. If the salon fails to make said correction within this period of time the salons license may revoked or suspended.

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Sec. X-6. - License to Operate a Tattoo/ Body Piercing Establishment

- (1) No person or person(s) shall operate a tattooing or body piercing establishment until a Tattoo or Body Piercing Establishment License from the Department has been issued.
- (2) The provisions of this section shall not apply to a physician, an advanced practice registered nurse rendering service in collaboration with a physician, a registered nurse executing the medical regimen under the direction of a licensed physician, dentist, or advanced practice registered nurse, or a physician assistant rendering service under the supervision, control and responsibility of a physician.
- (3) The Tattoo or Body Piercing Establishment License shall be issued by the New Haven Health Department prior to opening and shall expire on XXX of each year.
- (4) The fee for the Tattoo or Body Piercing Establishment License shall be a reasonable amount set by the New Haven Health Department. Applications and fees received after the license expiration date are subject to the addition of a late fee as specified in the fee schedule. Any applicant whose check is returned unpaid to the Director of Health shall be required to pay a returned check fee as specified in the fee schedule.
- (5) In order to receive the Tattoo or Body Piercing Establishment License, the establishment shall meet the Tattoo or Body Piercing Establishment Requirements of this code.
- (6) Each applicant shall provide the Department with the following information:

full name(s) and address(es) of the applicants, and whether such applicant is an individual, firm or association, including but not limited to, any partnership, limited partnership, limited liability partnership, company, limited liability company, corporation, trust or estate, and if not an individual,

1. the name(s) of the partners, members, officers, or if applicable, the duly authorized representative thereof, including but not limited to, a fiduciary, trustee or receiver, together with their addresses,
2. establishment name, proposed hours of operation,
3. names of all employees and their exact duties, complete description of services provided,
4. inventory of equipment to be utilized in the tattoo or body piercing procedure,
5. a copy of the written aftercare instructions given to each client
6. a copy of the informed consent that each client must sign.

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(7) The Tattoo or Body Piercing Establishment License shall not be transferable between persons, places, or other establishments. Any planned change in ownership or renovation of a facility must be reported promptly to the Department and such changes must be approved by the Department prior to the issuance of an operating license.

(8) No person shall build a new facility, or extensively alter an existing facility, without first submitting plans to the Department for approval prior to the commencement of a project.

(9) The Tattoo or Body Piercing Establishment License shall be displayed in a prominent location within the establishment where it can be observed by patrons.

(10) Each Tattoo Technician shall provide the Department with the following information:

1. name,
2. home address and home phone number
3. location of the Tattoo Establishment where he or she is employed
4. proof that he/she is licensed as a Tattoo Technician by the State of Connecticut.

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(11) Each Body Piercer shall provide the Department with the following information:

1. name, home address and home phone number
2. location of the Body Piercing Establishment where he or she is employed
3. proof that he/she is licensed as a Tattoo Technician by the State of Connecticut.
 - a. If the Body Piercer is not licensed as a Tattoo Technician, he or she must complete a Bloodborne Pathogens course on a yearly basis. The course shall be approved by the Director of Health or authorized agent and a certificate of completion must be submitted to the Department and posted in a prominent location in the establishment where it can be observed by clients.

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(12) The Tattoo or Body Piercing Establishment License may be revoked when, in the opinion of the Director of Health or authorized agent, unsanitary or other conditions, including but not limited to critical violations as defined in section X-2(10) of this code, that constitute an immediate hazard to the public health exist.

C. Temporary Tattoo or Body Piercing Establishments

(1) Applicants applying for a Temporary Tattoo or Body Piercing Establishment License shall submit an application approved by the Department which provides all necessary documentation to attest to the ability of the proposed operation to substantially comply with the provisions of this code. The application must be received no later than fifteen (15) days prior to the event and must be accompanied by all applicable fees. No license shall be issued without satisfactory inspection of the temporary facility by the Department in advance of the event.

(2) Applicants for a Temporary Tattoo or Body Piercing Establishment License shall provide the Department with proof that each Tattoo Technician or Body Piercer working at the Temporary Tattoo or Body Piercing Establishment is in compliance with section 133 of Connecticut Public Act 13-234.

(3) The Temporary Tattoo or Body Piercing Establishment shall meet the requirements of the Tattoo or Body Piercing Establishment Licensure under the Department's Tattoo or Body Piercing Code.

(4) One person, business or corporation may not receive more than four (4) Temporary Tattoo or Body Piercing Establishment Licenses each calendar year.

D: Inspections

(1) The Director of Health or authorized agent shall inspect each Tattoo or Body Piercing Establishment at least once annually and shall make as many inspections or re-inspections as deemed necessary for the enforcement of this code. Failure to pass inspection may result in suspension or revocation of the license.

(2) The Director of Health or authorized agent, after proper identification, shall be permitted to enter, at any reasonable time, any Tattoo or Body Piercing Establishment for the purpose of inspecting to determine compliance with this code.

(3) The Director of Health or authorized agent shall be permitted to examine records of the Tattoo or Body Piercing Establishment, to obtain information pertaining to persons tattooed or pierced and equipment, but not including financial records. There shall be a person knowledgeable of these records in the Tattoo or Body Piercing Establishment during all hours of operation.

(4) Whenever the Director of Health or authorized agent conducts an inspection of a Tattoo or Body Piercing Establishment, the Department's findings shall be recorded on an inspection report form provided for this purpose, and a copy of such inspection report form shall be furnished to the license holder or person in charge.

(5) Whenever the Director of Health or authorized agent conducts an inspection and observes that any of the requirements of this code have been violated, the Director of Health or authorized agent shall notify the license holder or person in charge of such violations by means of the inspection report form or other written notice. Such notification shall include the specific violation(s) observed and a reasonable period for the correction of the observed violation(s).

(6) The Director of Health or authorized agent may, upon written notice to the license holder or person in charge, place an embargo on any item, substance or equipment that is determined to be or is believed associated with the cause of illness or infection. It shall be considered unlawful to

remove or alter such an embargo without the permission of the Director of Health, except by order of a court of competent jurisdiction.

E: Records and Compliance

(1) Each Tattoo Technician or Body Piercer shall keep permanent records for each client which shall consist of the following:

1. the name, address and telephone number of the client,
2. the date the tattoo was applied, or the piercing done
- 4.3. a photocopy of the legal document that certifies the client is at least eighteen (18) years of age or an emancipated minor
4. Permanent records for each emancipated minor must contain photographic identification and a photocopy of the legal document declaring the client an emancipated minor.
5. a description of the tattoo or piercing,
6. the area of the body tattooed or pierced,
7. a photocopy of the written after care instructions of the tattoo or piercing
8. a release form signed by the client that these records are accurate.

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(2) No person shall tattoo or pierce an unemancipated minor under eighteen (18) years of age without the permission of the parent or guardian of such minor. This permission shall be signed by either parent or guardian. Photographic identification of the parent or guardian must be obtained by the Tattoo Technician or Body Piercer. A photocopy of the photographic identification shall be included in the client's permanent records.

(3) The client shall sign an informed consent waiver. A photocopy of this waiver must be made part of the client's permanent record. The informed consent waiver shall be approved by the Department prior to the issuance of a Tattoo or Body Piercing Establishment License. The informed consent waiver shall include, but is not limited to, the following information:

1. nature of the procedure,
2. reasonably foreseeable risks of the procedure,

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- 3. description of the equipment utilized in the procedure,
- 4. sizing of the jewelry (if applicable),
- 5. an explanation of the jewelry removal procedure and sterilization techniques.

The client shall have the opportunity to ask questions and understand the contents of the informed consent to his/her satisfaction.

(4) The Tattoo or Body Piercing Establishment shall keep written records of maintenance and sanitation of operating equipment, including repairs of autoclaves and ultrasonic devices.

(5) The Tattoo or Body Piercing Establishment shall maintain written records of biological monitoring of sterilization devices conducted monthly, including spore test reports prepared by an independent testing agency approved by the Department.

(6) The Tattoo or Body Piercing Establishment shall maintain written records of hepatitis B vaccination for each employed Tattoo Technician or Body Piercer or other employee who may come in contact with bloodborne pathogens. An employee may refuse vaccination for hepatitis B, but a signed statement attesting to his or her refusal must be part of his/her record.

(7) The records must be maintained for two years and are to be made available to the Department upon request. All records and signatures shall be written in ink. Failure to maintain proper records shall result in suspension or revocation of the operating license

D: Establishment Requirements

(1) Plan Review and Submission

(a) When a Tattoo or Body Piercing Establishment is constructed or remodeled, plans drawn in a minimum ¼ inch scale and specifications for construction must be submitted along with a Tattoo or Body Piercing Establishment License application to the Department for approval.

(b) The plans must include but are not limited to:

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(a) description and location of work areas and equipment, sinks, counters, storage areas, toilet facilities, fixtures, waiting and viewing areas.

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(c) Manufacturers' specification sheets shall be included in the plan submission for all equipment, floors, walls and ceilings.

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(d) All plans must be approved by the Department prior to construction of the Tattoo or Body Piercing Establishment.

(2) Location of Establishment

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(a) Tattoo or Body Piercing Establishments shall be in locations permissible under local zoning codes.

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(b) Written approval from the local Zoning Code Enforcement Officer must be submitted with the plans.

(c) There shall be no human habitation, food service and/or preparation or other such activity which may cause potential contamination of work surfaces inside the tattoo or body piercing establishment.

(3) Floors, Walls and Ceilings

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(a) Floors shall be constructed of approved materials so as to be durable, easily cleanable, nonabsorbent and free of holes. Floors shall be kept clean and in good repair.

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(b) The juncture between the floor and wall shall be closed or covered to permit effective cleaning.

(c) Walls, ceilings and attached equipment shall be constructed of approved materials so as to be durable, easily cleanable, non-absorbent and free of holes.

Walls, ceilings and attached equipment shall be kept clean and in good repair and finished in a color that will not conceal the presence of soil and debris.

(4) Equipment

(a) The chair, seat or table to be utilized by the person receiving the tattoo or piercing shall be smooth, easily cleanable and non-absorbent.

(b) All chairs, seats or tables must be cleaned and disinfected prior to use by the next client.

(c) All walls with chairs, seats and tables placed against them must be sanitized prior to use of chairs, seats and tables by the next client.

(d) All equipment shall be maintained in good repair.

(5) Lighting

(a) Tattoo or Body Piercing Establishments shall have adequate lighting of at least fifty (50) foot candles of illumination. Such illumination shall be reasonably free from glare and distributed so as to avoid shadows.

(6) Ventilation

(a) Ventilation shall be provided so as to prevent condensate and/or excess moisture and to remove objectionable odors in such a manner that will not cause a public health nuisance.

(7) Water Supply

(a) The water supply shall be adequate, of a safe, sanitary quality and from a source approved by the Department.

(b) Hot and cold water under pressure shall be provided at all sinks.

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(8) Toilet Facilities

(a) All Tattoo or Body Piercing Establishments shall provide an adequate toilet facility for the employees and comply with all applicable statutes, ordinances and regulations.

(b) Sewage shall be disposed of in a public sewer system or, in the absence thereof, in a manner approved by the Director of Health.

(c) Toilet fixtures shall be sanitary and easily cleanable.

(d) Toilet facilities including rooms and fixtures shall be kept in a clean condition and in good repair.

(e) Anti-bacterial liquid soap, toilet paper and single use, disposable towels shall be provided at each handwashing sink in each toilet room.

(f) The doors for all toilet rooms shall be self-closing.

(g) Equipment or supplies used for tattoo or body piercing procedures shall be neither used nor stored in the toilet facilities.

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(9) Handwashing

a) Each work station in the Tattoo or Body Piercing Establishment shall have a handwashing sink in close proximity with hot and cold potable running water for the exclusive use of the Tattoo Technician or Body Piercer for the purpose of washing his or her hands and prepping clients.

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(b) At each handwashing sink liquid anti-bacterial soap and single use, disposable towels shall be provided at all times. Common towels are prohibited.

(10) Refuse and Refuse Containers

(a) All garbage and rubbish shall be kept in leakproof, non-absorbent, easily cleanable, covered containers which must be kept clean.

(b) Refuse containers inside the establishment shall be operated by a foot pedal.

(c) All garbage and rubbish shall be disposed of with sufficient frequency and in such manner as to prevent a public health nuisance.

(d) Infectious wastes shall be disposed of in compliance with the Regulated and Infectious Waste requirements of this code.

(11) Regulated and Infectious Waste

(a) All infectious and regulated waste must be disposed of by means of medical regulated waste containers and licensed medical waste disposal methods.

(b) All needles and attached equipment shall be disposed of in Sharps containers. The needles shall not be broken or bent prior to disposing in the Sharps container.

(c) A written plan of disposal for regulated and infectious waste must be submitted to the Department for approval prior to issuance of the Tattoo or Body Piercing Establishment License.

(12) Pest Control

(a) Effective measures shall be taken to protect against entrance, or presence, or breeding of pests or rodents inside the Tattoo or Body Piercing Establishment.

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(b) All openings into the outer air shall be effectively screened to prevent the entrance of flies.

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(13) Toxic Items

(a) Only poisonous and toxic materials that are required to maintain sanitary conditions and utilized in sterilization may be stored in the Tattoo or Body Piercing Establishment.

(b) These materials shall be labeled and stored in such a manner as to not constitute a hazard to clients, employees or equipment.

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(14) Miscellaneous Items

(a) Only articles deemed necessary for the routine operation and maintenance of the Tattoo or Body Piercing Establishment shall be permitted in the Tattoo or Body Piercing Establishment.

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(b) No live animals shall be kept or allowed in the Tattoo or Body Piercing Establishment except guide dogs that accompany physically disabled person(s) may be permitted.

(c) Adequate facilities shall be provided for the storage of employees' clothing and personal belongings. This storage shall not be located in the work areas.

G: Pre-Tattoo Procedures

(1) Skin Preparation

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(a) Only intact and healthy skin shall be tattooed.

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(b) If the area where the tattoo is to be placed needs to be shaved, only safety razors with single use blades shall be used.

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(c) The area of the skin to be tattooed shall first be washed with an anti-bacterial soap and hot water. After drying, the area shall be cleansed with medical grade rubbing alcohol and allowed to air dry.

(d) The use of styptic pencils and alum blockers is prohibited.

(e) Any petroleum jelly or antiseptic ointment applied to the area shaved shall be applied in a sanitary manner. A sanitary manner consists of either sterile petroleum jelly or antiseptic ointment removed from container and applied to skin with a clean utensil or sterilized single use, collapsible metal or plastic tubes.

(f) No person other than a licensed physician, dentist, or doctor of osteopathy shall employ the use of federally controlled substances, including topical, oral, parenteral or inhaled anesthetics, while providing tattooing procedures.

(2) Dyes and Stencils

(a) Only single use and sterile stencils shall be used. Multi-use stencils are prohibited.

(b) Only nontoxic, sterile dyes shall be used. Dyes and inks shall not be adulterated and only used in accordance with the manufacturer's guidelines.

(c) For each client, dyes shall be transferred to a clean, single service container.

(d) If excessive dye must be removed from the skin then only single use tissues or sterile gauze shall be used.

(e) Any unused dye shall be discarded after each client.

(3) Post-Tattoo Procedures

(a) The Tattoo Technician shall explain the aftercare instructions to each client upon completion of the tattoo.

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(b) After completion of the tattoo, the area of skin tattooed shall be washed with a hospital grade germicidal solution from a single service container or applied with single use applicators.

(c) After air drying, the tattooed area shall have petroleum jelly or antibacterial ointment applied using a sterile material. A sterile bandage or sterile gauze shall be applied to the tattooed area and affixed with adhesive tape.

H: Pre-Body Piercing Procedures

(1) Skin Preparation

(a) Only healthy, intact body parts may be body pierced.

(b) If shaving of the skin where the piercing is to occur is required, only single use razors shall be used.

(c) The area of skin to be pierced shall first be washed with an antibacterial soap and hot water. The skin must be prepared for not less than forty-five (45) seconds with a povidine-iodine solution prior to all piercings. A seventy percent (70%) alcohol solution, applied for ninety (90) seconds, may be used as an alternative to povidine-iodine.

(d) All solutions applied to the skin shall be allowed to air dry.

(e) Prior to all oral piercing, the client must rinse with an anti-bacterial mouthwash.

(f) All preparation solutions shall be applied in a sanitary manner. All cotton balls, swabs or other applicators shall be single use.

(g) Only single use toothpicks may be used for marking in oral piercings.

(h) The use of styptic pencils and alum blockers is prohibited.

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(i) No person other than a licensed physician, dentist, or doctor of osteopathy shall employ the use of federally controlled substances, including topical, oral, parenteral or inhaled anesthetics, while providing body piercing procedures.

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(2) Jewelry Requirements

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(a) Jewelry to be placed in the client must be of body/implant grade material, free of imperfections and designed for use in body piercing.

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(b) All jewelry shall be sterilized, by either the manufacturer or the body piercing establishment, prior to use on the client.

(c) After sterilization, all packages containing jewelry shall be kept in a sanitary manner and dated.

(3) Body Piercing Needles and Equipment

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(a) No person shall perform an ear-piercing procedure with an ear-piercing instrument unless the ear-piercing instrument utilizes a single-use stud-and-clasp ear piercing system. Under no circumstances may an ear-piercing instrument be used on any body part other than the lobe and/or outer perimeter of the ear excluding the tragus.

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(b) All body piercing needles are for single use only and shall be sterilized and dated prior to use.

(c) To resist temptation to reuse needles, a minimum of twenty-five (25) ready to use sterilized and dated needles shall be provided at the Body Piercing Establishment at all times.

(d) After each use the piercing needle shall be disposed of in accordance with the Regulated and Infectious Waste requirements of this code.

(e) All instruments to be used during the body piercing procedure which will come in contact with a body or bodily fluids, including but not limited to, thimbles, nail clippers, hairclips, scissors, pliers, files, forceps, needle holders, clothespins and insertion tapers must be sterilized and kept in a sterile manner prior to use.

(f) Corks, rubber bands and other items that cannot be sterilized must be kept in a sanitary manner prior to use and be single use only.

(4) Post-Body Piercing Procedure

(a) The Body Piercer shall explain the aftercare instructions to each client upon completion of the piercing.

(b) The Body Piercer shall inform clients that latex or other barriers are recommended whenever the client will be placing their piercing into the body or bodily fluids of another person.

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I: Tattoo Technician or Body Piercer Responsibilities

(1) Prior to starting the tattoo or piercing, and as often thereafter as may be necessary, the Tattoo Technician or Body Piercer shall wash his or her hands and any exposed areas of the arms by lathering with an anti-bacterial soap for at least twenty (20) seconds, rinsing under hot water and then drying with a single use disposable towel.

(2) Disposable, single use, examination gloves shall be worn for any procedure involving contact with the client's skin, hair and other body tissue. The gloves shall be changed whenever necessary to prevent contamination. If latex gloves are to be used, the Tattoo Technician or Body Piercer must determine if the client has a latex allergy before any procedures are performed.

(3) The Tattoo Technician or Body Piercer shall keep his or her fingernails clean.

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(4) Excessive jewelry or cosmetics that may interfere with handwashing shall not be worn by the Tattoo Technician or Body Piercer.

(5) Outer garments worn by the Tattoo Technician or Body Piercer shall be clean.

(6) The use of tobacco, by either the client or Tattoo Technician or Body Piercer, while engaged in the act of tattooing or piercing is prohibited. The use of tobacco shall be limited to areas physically removed from the procedure areas.

(7) The consumption of food or drink, by either the client or Tattoo Technician or Body Piercer, while engaged in the act of tattooing or piercing is prohibited. The consumption of food or drink shall be limited to areas physically removed from the procedure areas.

J: Needles and Attachments

(a) All needles and needle bars shall be single use only.

(b) All needles and needle bars shall be sterilized prior to use.

(c) To resist temptation to reuse needles, a minimum of twenty-five (25) ready to use, sterilized needles shall be provided at all times on site.

(d) Only lead free solder shall be used in conjunction with needles and needle bars.

(e) Needle tubes shall be single use, however, surgical stainless steel tubes may be used provided they are cleaned and sterilized prior to each client.

(f) After use on each client, the needle shall be disposed of in accordance with Section D (11) of this code.

(g) All equipment used in the tattoo or body piercing process shall be designed to be nontoxic, easy to clean, non absorbent and corrosion resistant. Additionally, all equipment shall be sterilized or sanitized, if sterilization is not possible, and stored in accordance with this code.

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(h) Each Tattoo or Body Piercing Establishment shall have a written protocol for needlestick accidents that describes how medical care will be provided to the client or employee after a needlestick injury.

(i) This written protocol shall be submitted to the Department at the time of application for the Tattoo or Body Piercing Establishment License for approval.

K: Sterilization

(a) Every Tattoo or Body Piercing Establishment shall utilize a steam sterilizer which meets the requirements of the United States Food and Drug Administration. Chemical sterilizers or alternate methods of sterilization may be used upon prior approval from the Department.

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(b) Every Tattoo or Body Piercing Establishment shall utilize an ultrasonic cleaner that is resistant to chemical spills and cracking, constructed of stainless steel and capable of uniform cleaning of equipment.

(c) All equipment to be sterilized shall be cleaned in the ultrasonic cleaner according to the manufacturer's recommendations, then packaged in individual peel packs, arranged in the autoclave in accordance with the manufacturer's recommendations and then sterilized for twenty (20) minutes at fifteen point nine (15.9) minimum pounds pressure at a minimum temperature of two hundred fifty degrees (250°) Fahrenheit. A temperature sensitive autoclave tape shall be included in every load that is placed in the autoclave. This tape shall indicate that the requirements of this section have been attained before use of the equipment sterilized.

(d) A test using a biological monitoring system that is processed through a licensed laboratory shall be conducted monthly to insure the sterility of the autoclave. The Department must be notified within forty-eight (48) hours of receipt of test that indicates non-sterile conditions.

(e) After sterilization, all packages containing sterilized equipment shall be stored in a sanitary manner.

(f) Packages shall be dated with the month, day and year of sterilization. Sterilized equipment shall be used within eight (8) months of the sterilization date.

(g) All equipment shall remain in the sterilized packages until the time of the tattoo or piercing. These packages shall be opened in front of the client to be tattooed or pierced. When opening the package and assembling the equipment, the Tattoo Technician or Body Piercer shall wear gloves that meet the requirements of this code.

(h) Sterilized packages that have been compromised by handling or otherwise damaged shall not be used.

(i) All needles and equipment shall be stored and handled in a way that will prevent contamination.

L: Penalties

(1) Suspension

(a) The Director of Health may suspend the license of any Tattoo or Body Piercing Establishment or Temporary Tattoo or Body Piercing Establishment if the business or Tattoo Technician or Body Piercer has made any material misrepresentation to the Department, does not meet or no longer meets, or has a history of non-compliance with the requirements of the applicable sections of this document or of the Connecticut Public Health Code. The license holder or operator shall be notified in writing that the license is, upon service of the notice, immediately suspended, and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the Director of Health by the license holder within two (2) business days following the service of such notice

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(2) Revocation

(a) The Director of Health may revoke the license of any person for serious or repeated violations of the provisions of this code including, but not limited to, critical violations as described in section A(9). Written notice of intent to revoke the

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license, setting forth the violation(s), shall be delivered to the licensee at his/her establishment ten (10) days prior to such revocation. The licensee may file a request for a hearing with the Director of Health within two (2) business days of receiving notice of intent to revoke the license. If no request for a hearing is filed within two (2) business days the revocation of the license becomes final. A license may be suspended for cause pending its revocation or a hearing relative hereto.

(3) Hearings

(a) provided for by this ordinance shall be conducted by the Director of Health at a time and place designated by the Director. Hearings will be conducted within five (5) days of receipt of a request for same. A written report of the hearing decision shall be furnished to the license holder by the Director of Health.

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(4) Reinstatement

(a) A suspended license will be reinstated when an inspection made by the Department reveals that the conditions causing suspension of the license have been corrected. The inspection will be conducted within ten (10) days of a written request for license reinstatement indicating how each of the conditions, which caused the suspension, have been corrected and shall be signed by the license holder.

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M: Unconstitutionality Clause

(a) Should any section, paragraph, sentence, clause or phrase of this code be declared unconstitutional or invalid for any reason, the remainder of said code shall not be affected thereby.

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N: Conflict of Regulations

(a) In any case where a provision of this code is found to be in conflict with a regulation of the State Department of Public Health or any other state law or regulation, on the effective date of this code, the provision which establishes the

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higher standard for the promotion and protection of the health and safety of the people shall prevail.

O: Effective Date

This code shall become effective XXX

~~• Sec. 27½-6. Appeal~~

~~The person or persons to whom the license was issued may appeal a written order under Sec X-4, by the director of health per Connecticut General Statutes 19a-229. The order by the health department shall summarize, or otherwise set forth, the appeals process established under state law.~~

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New Haven Democracy Fund

"To ensure that all the citizens of New Haven have a fair and meaningful opportunity to participate in the election of mayor."
New Haven Code of General Ordinances, Chapter 2, Article XI, §2-821 • Established in 2007 • democracyfund@newhavencn.net



Board requested changes to the New Haven Democracy Fund Ordinance 2022:

Concern	Solution (ref.)
Narrow language defining legislation	Replaced "mayor" with "citywide office" (Throughout.) Defined "Citywide Office" to explicitly refer to the races the Fund would govern, (Sec. 2-822 (1).)
Program only covered Mayor's race	Expanded the definition of Citywide office to include City Clerk (Sec. 2-822 (1).)
Outdated Gender language	Changed references to Mayor and "his" committee to gender neutral language; references to Alderman to Alder; Replaced "his or her" with "their" (singular). (Throughout.)
Unclear language governing Exploratory Committees (AKA The exploratory committee loophole)	Explicitly include Exploratory Committees as a disallowed source to a qualifying candidate's account. (Sec. 2-825(a).) Limited an individual's contribution to a combined maximum for exploratory and primary phases (Sec 2-822 (8) v.) Candidates who choose to have an exploratory committee first, must zero out the account before accepting public funds. (Sec 2-822 (8) v. and Sec. 824(d) 7.)
Needed language governing expected elections that are never held (AKA The early drop out loophole)	Required candidates who drop out to return the Democracy Fund Grant to the Fund and any remaining money in their candidate accounts to contributors or the Fund (Sec. 2-830(d).)
Filing timeline out of sync with the State's filing calendar	Corrected dates, allowed for eCRIS filing for all necessary financial filing deadlines (Sec. 2-824(d) 8.)
Candidates not able to receive matching funds fast enough during the election	Changed minimum requests from \$3,000.00 to \$1,000.00 (Sec. 2-827(8).) Ensured Finance Department and the Board invested funds with liquidity in mind (Sec 2-823.)
Minimum contribution amount above state allowed minimum	Reset minimum contribution and matchable contribution to \$5.00 (Sec 2-822 (8) vi.)
Confusing monetary amounts throughout document	Reset the matchable contribution and contribution limits to \$35.00 and \$400.00 and then tied them to inflation. (Sec 2-827.) Changed in cash contributions to the state's maximum (Sec 2-827 (3).)
Candidates able to bankroll their campaign and accept public money	Reset the maximum candidate contribution from \$15,000.00 to \$1,500.00 to maintain the spirit of the ordinance.(Sec. 2-826 (3))
Good Governance and Transparency	Expanded language to include more Board oversight (Sec 2-823.) Made non-communication from candidates an indication of nonparticipation (Sec.2-824(e).)



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ARTICLE XI. DEMOCRACY FUND¹

DRAFT
REVISIONS

¹Editor's note(s)—Ord. No. 1589, adopted May 4, 2009, repealed former Art. XI, §§ 2-821—2-834 in its entirety and enacted new provisions as herein set out. Former Art. XI pertained to similar subject matter and derived from Ord. No. 1442, adopted March 5, 2007.

Sec. 2-821. Purpose.

The purpose of this ordinance is to ensure that all the citizens of New Haven have a fair and meaningful opportunity to participate in the election of their mayor. Specifically, the ordinance aims to:

- (1) Counter the perception that New Haven's public policy is influenced by campaign contributions;
- (2) Ensure that meritorious ~~mayoral~~ candidates for citywide office are able to raise and spend sufficient campaign funds through public financing of elections to convey their messages to the voters;
- (3) Reduce the need for ongoing fundraising and to encourage ~~mayoral~~ candidates for citywide office to spend more time communicating with citizens;
- (4) Give all citizens an opportunity for a reasonable supporting role in the selection of ~~mayor~~ candidates for citywide office by making even small contributions meaningful.

(Ord. No. 1589, 5-4-09)

Sec. 2-822. Definitions.

Unless otherwise defined in this section, or the contrary is stated or clearly appears from the context, the definitions in this section shall govern the interpretation of this ordinance.

- (1) ~~Mayoral~~ *Citywide office committee* means a committee designated by a single candidate, or established with the consent, authorization, or cooperation of a single candidate, for the purpose of a single primary or election and to aid or promote such candidate's candidacy alone for ~~the office of mayor~~ the following citywide offices (Mayor, City Clerk). "~~Mayoral committee~~ *Citywide office committee*" as used in this article shall not include any "exploratory committee", "political committee" or "Party committee" as those terms are defined in Connecticut General Statutes, Section 9-601.
- (2) *Candidate* means an individual who seeks election or nomination for election to the office of ~~mayor~~ any citywide office, whether or not such individual is elected. For purposes of this ordinance, an individual shall be deemed to seek election or nomination for election if such individual has (1) been endorsed by a party or become eligible for a position on the ballot at an election or primary, or (2) solicited or received contributions, made expenditures, or given his or her consent to any other person to solicit or receive contributions or make expenditures with the intent to bring about his or her election or nomination for election to ~~the office of mayor~~ citywide office.
- (3) *Campaign treasurer* means the individual appointed by a candidate to receive and disburse funds on behalf of the candidate or ~~mayoral committee~~ citywide office committee.
- (4) *Election* means any primary or general election for mayor of the City of New Haven.
- (5) *Contested election* means any election in which more than one candidate seeking a party nomination or election to ~~the office of mayor~~ citywide office has raised or spent five thousand dollars (\$5,000.00). The Democracy Fund board shall determine, and authorize the administrator will to declare, an election a contested election.
- (6) *Qualified committee* means ~~any mayoral committee~~ citywide office committee determined by the Administrator, pursuant to 2-245(h), as eligible to receive public matching funds. A candidate for election or nomination for election to ~~the office of mayor~~ citywide office shall only have a single "qualified committee" at any given time.
- (7) *Contribution* means any gift, payment, subscription, advance, deposit of money, or anything of value made for the purpose of influencing the election or nomination for election of a candidate, and shall also include but not be limited to:

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(Supp. No. 23)

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- a. The payment by any person other than the candidate or a ~~mayoral committee~~ **citywide office committee** of compensation for the personal services of any other person which are rendered without charge to a candidate or his or her ~~mayoral citywide office~~ committee for any **related purpose**;
 - b. **Monetary gifts given before, during, or after the election with the intent that it be used for a citywide candidate's election to public office;**
 - c. A loan made to a ~~mayoral citywide office~~ committee or **candidate**, whether or not made in the regular course of the lender's business, to the extent the loan is not repaid by the date of the first election following the date of the loan;

The term "contribution" shall not include:

- (i) The value of services provided without compensation by individuals who volunteer a portion or all of their time on behalf of a candidate; or
 - (ii) The use of real or personal property, or the cost of invitations, food or beverages, voluntarily provided by an individual to a candidate at the individual's residential premises for candidate-related activities, to the extent the aggregate value, per election, of such property, invitations, food or beverages do not exceed two hundred dollars (\$200.00) in value; or
 - (iii) The travel expenses of any individual who on his or her own behalf volunteers his or her personal services to any candidate, to the extent such expenses are not reimbursed and to the extent the aggregate value, per election, does not exceed two hundred dollars (\$200.00) in value.
- (8) *Matchable contribution* means a contribution, not in violation of the contribution limits set forth in subsection 2-825(a) of this article, made by a registered voter of the City of New Haven to a participating **citywide** candidate's ~~mayoral~~ committee, which ~~contribution~~ may be matched by public matching funds as provided in this article.

The following contributions are not matchable:

- (i) In-kind contributions of property, goods or services;
 - (ii) Contributions in the form of a purchase price paid for an item with significant intrinsic or enduring value;
 - (iii) Contributions in the form of the purchase price for or otherwise induced by a chance to participate in a raffle, lottery, or similar drawing for valuable prizes; and
 - (iv) Contributions from individual vendors to whom the participating candidate or ~~their~~ **his or her** ~~mayoral citywide~~ committee makes an expenditure.
 - (v) **Contributions from a person that donated an amount equal to, or more than, the contribution limit contained in Sec. 2-825, to the same candidate's exploratory committee. In no circumstances may a person's combined contribution to a candidate's exploratory and citywide office committee be matched if the aggregate amount exceeds the contribution limit contained in Sec. 2-185.**
 - (vi) **Contributions of less than \$5.00.**
- (9) *Expenditure* means any purchase, payment, distribution, gift of money, or anything else of value made by a ~~mayoral citywide office~~ committee. The timing of expenditures is when they are incurred, not when they are actually paid.

(10) *Qualified campaign expenditure* means an expenditure of a participating ~~mayoral~~ citywide office committee that shall be counted toward its expenditure ceiling. Participating ~~mayoral~~ citywide office committees may not make any expenditures that are not qualified campaign expenditures. "Qualified campaign expenditures" include all expenditures for campaign-related purposes, taking into account the public nature of matching public funds and the public financing grant, the purposes of the democracy fund as stated above, the reasonableness of the expenditures under the circumstances, and the fair market value of the goods or services purchased with the expenditure.

Examples of typical "qualified campaign expenditures" include but are not limited to: reasonable and appropriate expenditures for printing and mailing costs; political advertising expenses; campaign communications such as signs, bumper stickers, T-shirts or caps with campaign slogans, etc.; office supplies; campaign events (e.g. food, rent of hall or tent, etc.); food for volunteers while they are working (limited to no more than ten dollars (\$10.00) per person for breakfast or twenty dollars (\$20.00) per person for lunch or dinner); campaign staff salaries and expenses; campaign travel expenses, such as fuel and tolls; and post-election parties, thank you notes or advertising to thank supporters or voters (such post-election expenditures, are limited to a cumulative maximum of (\$250.00) per election).

"Qualified campaign expenditures" shall also include but not be limited to:

- (i) The actual expense paid or incurred by a ~~mayoral~~ citywide office committee for its pro rata share of the cost of operating a campaign headquarters and of preparing, printing and disseminating any political communication on behalf of the candidate and any other candidate or candidates for other municipal offices; and
- (ii) A non-monetary contribution provided to the ~~mayoral~~ citywide office committee, other than volunteer personal services and non-reimbursed payments for the travel expenses of an individual who volunteers his or her personal services to a single candidate, if the expenses are incurred voluntarily and without any understanding or agreement that they will be reimbursed; and
- (iii) A "coordinated expenditure" as that term is defined in Conn. Gen. Statutes § 9-601(19) (see Appendix).

"Qualified campaign expenditures" shall not include:

- (i) Expenditures for personal goods and services of the candidate which would otherwise be purchased independently of the campaign, including but not limited to day-to-day household food items and supplies; vehicle and transportation expenses unrelated to the campaign; mortgage, rent or utility expenses for the candidate's personal residence, even if part of the residence is being used by the campaign; and clothing, including attire for political functions such as business suits, dresses or shoes; or
- (ii) Expenditures to support or oppose any ballot measure, political committee, or the campaign of any candidate other than the candidate for whom the funds were originally designated; or
- (iii) Compensation to the candidate for services provided by the candidate; or
- (iv) Payment of civil penalties, fines or forfeitures to the board or any other governmental or regulatory authority, or the cost of defending the candidate in enforcement proceedings brought by the board or any other governmental or regulatory authority; or
- (v) The expenses involved in contesting an enforcement decision, civil penalty, fine, forfeiture imposed by the board or any other governmental or regulatory authority, or the expenses involved in seeking a recount of an election; or

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- (vi) Expenditures made without the consent, knowing participation, or consultation with a candidate or a ~~mayoral~~ citywide office committee.
 - (11) *Individual* means a single human being.
 - (12) *Person* means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.
 - (13) *Board* means the democracy fund board established in section 2-823.
 - (14) *Fund* means the democracy fund established in section 2-823.
 - (15) *Administrator* means the democracy fund administrator.
 - (16) *Investigator* means the democracy fund investigator.
 - (17) *NHDF Grant or the grant* means the public matching funds grant provided to a qualifying candidate following the declaration of a contested election..

(Ord. No. 1589, 5-4-09)

Sec. 2-823. Democracy fund administration.

- (a) There is hereby established within the city's general fund a separate non-lapsing reserve account to be known as the democracy fund. For fiscal year 2008-2009 and subsequent fiscal years, the board shall issue in January a report to the mayor and the board of aldermen of its expenditures and the current balance of its account, and shall include a specific recommendation for funding for the following fiscal year. In 2007 and in subsequent years, the board of aldermen will consider the recommendation of the democracy fund board and the on-going funding needs of the fund in its budget deliberations and again in its post-budget approval amendment process. The board of aldermen will exercise its best efforts to make sufficient appropriations to the fund to allow it to carry out its operations effectively. The board of aldermen will also consider in a prompt manner any interim requests made by the board for supplemental appropriations needed during the fiscal year. The fund can also accept any voluntary individual contributions made to it.

Once city general funds or individual contributions are appropriated and deposited into the fund, they cannot be transferred for other purposes, canceled, or rescinded. The City's Finance Department, in consultation with the Democracy Fund Board, must place fund assets into interest-bearing financial instruments for the purpose of ~~shall be responsible for the prudent investment of the fund's assets,~~ balancing the need for investment growth with the need for liquidity at certain time periods. Investment earnings credited to the assets of the fund shall become part of the assets of the fund. All monies deposited in the fund shall be used only for the purposes of this article, including for the administration of the fund. Any unused funds shall carry over from year-to-year in the fund.

- (b) The fund shall be overseen by the democracy fund board. The board's membership will consist of seven (7) members. No more than three (3) members can belong to the same political party. Members will be nominated by the mayor and confirmed by the New Haven Board of Alders~~men~~. Of the first seven (7) members appointed, four (4) will be nominated to four-year terms, and three (3) members to two-year terms. The mayor will indicate the length of the initial term of the first seven (7) members when nominating them. After each original term has expired, all appointments will be for terms of four (4) years. In the event that a member is no longer able to serve due to illness, death, or resignation, the mayor may nominate a replacement to serve out the remainder of the term. Replacement nominees must also be confirmed by the New Haven Board of Alders~~men~~. If a member's term has expired and his or her successor has not been appointed and confirmed, the member shall continue to serve until his or her successor has been appointed and confirmed. A member may be removed only for just cause, which may include excessive absenteeism

from board meetings or failure to carry out the duties of a board member, as determined by the mayor and approved by the board of aldermen.

- (c) Said board's duties shall include the:
- (1) Selection of the democracy fund administrator and democracy fund investigator;
 - (2) Review of the performance of the administrator and the investigator;
 - (3) Selection and engaging of an independent attorney to advise the board on legal matters, when necessary;
 - (ii) Attorneys may be deemed necessary when the Board is faced with a complaint that needs a legal response or appraisal, a question is raised that would benefit from a legal opinion or advisory paper, or to protect the fund, board members, or administrator from any claim of wrongdoing, or else any reasonable time as voted on by the Board.
 - (ii) Independent attorneys means an individual who has not contributed to any citywide candidate or committee for whom their advice would affect within the past 5 years.
 - (4) Establishment of rules of procedure for board meetings, hearings and general operation not inconsistent with this article;
 - (5) Approval of forms and materials required for the administration of the program set forth within this article;
 - (6) Approval of the matching funds disbursement calendar drafted by the administrator ;
 - (7) Direction of the investigator to confidentially investigate and report to the board concerning any alleged violations or complaints made about participating candidates; and
 - (8) Any other general administrative duties required to ensure compliance with this article, as well as the approval of expenditures from the fund therefore.
- (d) The board shall be empowered to audit and examine all matters relating to the performance of its functions and any other matter relating to the proper administration of this article. These audit and examination powers extend to all participating candidates and their ~~mayoral~~ citywide office committees.
- (e) The board shall be empowered to resolve disputes over interpretation of the ordinance, and to adopt and publish regulations to carry out the provisions of this article.
- (f) The administrator's responsibilities shall include the administration of the public matching funds system, the public financing grant, contribution limitations, voluntary expenditure ceilings, the auditing of candidate financial reports and statements to ensure compliance with this article, and the proposing of recommendations for the determination and resolution of complaints and disputes brought before the board. The investigator's responsibilities shall include the confidential investigation of, and the preparation of reports concerning, alleged violations and complaints made against participating candidates at the direction of the administrator or the board.
- (g) The administrator shall draft any and all forms necessary to carry out the provisions of this article, including the forms for the standardized candidate contract and for candidate requests for public matching funds. Said forms must be approved by the board. The administrator shall also draft a schedule for the issuing of matching contributions to participating candidates. Said schedule must be approved by the board. Approved documents must be available to the public on the Democracy Fund Website, which shall be hosted by the City of New Haven.
- (h) The administrator shall review candidate contracts and declarations, participation and non-participation affidavits, nomination papers, requests for public matching funds, and campaign financial disclosure reports

in a timely fashion to certify a candidate's eligibility to receive public matching funds. After review, and in accordance with the approved schedule for matching the contributions of participating candidates, and if the administrator determines that the candidate is eligible **in consultation with the Board**, the administrator shall issue a request to the treasurer of the city for checks or **electronic-electric** fund transfers to be issued to the candidate's qualified committee.

- (i) The administrator shall have five (5) calendar days to process requests for public matching funds and disburse the public funds to the qualified committee. **The City of New Haven shall process payments to be available the Friday following the week the request is made to the Administrator.**
- (j) The administrator shall issue a press release in a timely fashion identifying those candidates who have signed a candidate contract. In addition, the administrator should, in collaboration with the board, undertake public education and outreach efforts to explain the rationale and operation of the fund.
- (k) The board shall establish a procedure for the investigation and hearing of alleged violations and disputes, consistent with basic due process principles, including notice and the opportunity to be heard and to have the alleged violation or dispute fairly and impartially adjudicated. The board shall establish procedures designed to attempt to secure voluntary mediation of disputes and voluntary compliance with the provisions of this article by informal methods of conference, conciliation and persuasion.

(Ord. No. 1589, 5-4-09)

Sec. 2-824. Candidate contract.

- (a) Each candidate for election or nomination for election to the office of mayor shall file an affidavit with the administrator not later than four o'clock p.m. on the **fiftieth (50th)sixtieth** day before the date set for the primary or general election. The affidavit shall include a written certification that the candidate either intends to abide by the rules and limitations of this article or does not intend to abide by these rules and limitations. The certification shall be made by both the candidate and the campaign treasurer of the candidate's **mayoral-citywide office** committee.
- (b) A candidate who so certifies the candidate's intent to abide by the rules and limitations of this article shall be referred to as a "participating candidate". A candidate who so certifies the candidate's intent to not abide by the rules and limitations of this ordinance shall be referred to as a "nonparticipating candidate." A candidate who fails to file such **an** affidavit in a timely manner shall be deemed to be a "nonparticipating candidate." The Administrator shall prepare a list of the participating candidates and a list of the nonparticipating candidates and shall make such lists available for public inspection.
- (c) By the same date as stated in subsection (a) above, the participating candidate shall also file a candidate contract in a form approved by the board. In **orderorder** for the candidate to qualify for the public matching funds program, the administrator must **have received approve** the candidate contract.
- (d) The candidate contract shall include, without limitation, written certifications by the candidate and his or her campaign treasurer that:
 - (1) The campaign treasurer shall expend any funds received from the fund in accordance with the provisions of this article and any regulations adopted by the board pursuant to subsection 2-823(e);
 - (2) The candidate and the campaign treasurer shall be personally and jointly and severally liable and shall repay to the fund any such monies that are not expended in accordance with this ordinance and the board's duly adopted regulations;

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- (3) The candidate and the campaign treasurer shall abide by all the provisions of this article, and accept the penalties, including personal liability, associated with noncompliance with this article;
- (4) The candidate and the campaign treasurer shall file with the board, on the same dates required by the state, ~~copies of the~~ reporting statements required under Conn. Gen. Statutes Section 9-608 ~~by filing directly to the state's eCRIS system~~;
- (5) The candidate and the campaign treasurer shall report to the administrator as soon as the campaign has either raised or spent five thousand dollars (\$5,000.00) (the contested election limit);
- (6) The candidate and the campaign treasurer shall report to the administrator as soon as the candidate obtains a party nomination or successfully or unsuccessfully petitions to be on a ballot, and when the candidate withdraws from an election. ~~★~~
- (i) Any candidate who does not obtain ballot access must return any money previously given to them by the Fund for that cycle within 14 calendar days. Failing to obtain ballot access in the primary does not impact participation in the General Election, as long as ballot access is obtained and;
- (ii) If a qualifying candidate has received a partial grant and their opponent drops out of the election, their committee must return the grant to the full amount received to fund.
- (7) Upon signing a candidate contract, the candidate and the campaign treasurer shall immediately report to the administrator amounts raised and spent prior to filing for participation, including any contributions received from improper sources or in improper amounts during an exploratory phase; any money raised from improper sources must be returned to contributors or groups within 10 calendar days from signing and submitting the candidate pledge.
- (8) Primary candidates and their campaign treasurers shall file a full campaign finance report with the administrator on August 10 for the month of July and a 7-day preceding filing as required by the state; and general election candidates and their campaign treasurer shall file a full campaign finance report with the administrator on September 10 for the months of July and August and a 7-day preceding filing as required by the state; campaigns shall be subject to the record-keeping and reporting requirements of this article, and to audit and examination as provided in this article. The candidate contract may include any other items or requirements applicable to all participating candidates as determined by the board.
- (e) Before making an initial application for public matching funds, a participating candidate may withdraw from participation by filing an affidavit with the board, which shall include a written certification of such withdrawal. A candidate who files such an affidavit shall be deemed to be a nonparticipating candidate for the purposes of this article, and shall not be penalized for such withdrawal. No participating candidate may withdraw from participation after making an initial application for public matching funds. A candidate who fails to respond to written communication from the Board or Administrator within 14 days shall also be considered to be nonparticipating.
- (f) The administrator must accept or reject a signed candidate contract within five (5) calendar days of its receipt. In determining whether to accept or reject a candidate contract, the Administrator shall be governed by the requirements for such a contract specified in this article and any other requirements applicable to all participating candidates established by the board.

(Ord. No. 1589, 5-4-09)

Sec. 2-825. Voluntary expenditure ceiling and contribution limits.

- (a) No participating candidate, nor the ~~mayoral-citywide office~~ committee of such candidate, shall accept contributions in excess of three hundred dollars (\$300.00), in the aggregate for a particular election, from any individual or party town committee. Subject to the contribution limits of this ordinance and those imposed by Chapter 155 of the Connecticut General Statutes, a participating candidate and his or her ~~mayoral-citywide office~~ committee may only accept contributions from individuals and from a New Haven party town committee, and may not accept contributions from "political committees" (including Exploratory Committees) or "business entities" as those terms are defined in Connecticut General Statutes, Section 9-601(a). The contribution limits of this ordinance take precedence over state-imposed limits. Only contributions from registered voters of the City of New Haven shall be considered matchable contributions under this ordinance.
- (b) No participating candidate, nor the ~~mayoral-citywide office~~ committee of such candidate, shall make qualified campaign expenditures in excess of three hundred thousand dollars (\$300,000.00) in a primary election, or in excess of three hundred thousand dollars (\$300,000.00) in a general election, except as otherwise provided in this section. ~~These ceilings shall be adjusted for inflation starting in 2007.~~
- (c) ~~If a nonparticipating candidate, or the mayoral-citywide office committee of such candidate, makes expenditures of three hundred thousand dollars (\$300,000.00) for either a primary or a general election, participating candidates who have reached eighty-five (85) percent of the expenditure ceiling can either choose to (1) apply for and spend an additional twenty five thousand dollar (\$25,000) public financing grant from the fund or (2) have the expenditure ceiling lifted. A participating candidate who has not reached eighty-five percent (85) of the expenditure ceiling of three hundred thousand dollars (\$300,000.00) shall not be eligible to receive this twenty five thousand dollar (\$25,000.00) grant.~~
- (cd) Any participating candidate who chooses to have the voluntary expenditure ceiling lifted will not have further contributions matched.
- (de) Any participating candidate whose ~~mayoral-citywide office~~ committee receives, before or after he or she agrees to participate, a contribution in excess of the amount allowed under this article, or a kind of contribution not allowed under this article, must return promptly (or, if received prior to participation, promptly after agreeing to participate) the excess portion of the contribution or the entire contribution, as the case may be, and if returning such contribution or portion thereof is not possible or feasible, it shall be paid to the fund.
- (ef) For purposes of the voluntary expenditure ceilings, qualified campaign expenditures to a candidate who wins a primary made at any time up to and including the date of the primary election shall be considered expenditures for that primary election, and qualified campaign expenditures made after the date of the primary election shall be considered expenditures for the general election. However, in the event that payments are made but the goods or services are not used during the primary period, the payments shall be considered qualified campaign expenditures for the general election period. Payments for goods or services used during both periods shall be prorated.
- (fg) Any monies raised by a participating primary candidate, who will also be a general election candidate, in the primary election period (which ends on 11:59 p.m. of either the day of the primary or the day it is determined that there will not be a primary), including matching funds and a public financing grant, that are unexpended, as defined in (f) above, will become part of the general election candidate committee's funds and, to the extent expended, will be counted toward the general election expenditure ceiling.
- (g) ~~Any money left over from a campaign following the completion of the election must be repaid to the Fund or else returned to contributors on a pro-rata basis.~~

(Ord. No. 1589, 5-4-09)

Sec. 2-826. Eligibility for matching funds.

In order for a candidate for the office of mayor to be eligible for public matching funds, the candidate must satisfy all of the following requirements:

- (1) Sign and file with the board, through the administrator, an affidavit and candidate contract, as provided in section 2-824 above. This contract must be approved by the administrator for completeness and ethical compliance.
- (2) Agree to participate and actually participate in at least one (1) public forum per primary or general election, to be designated by the administrator, at which all candidates qualified for the relevant ballot are invited to participate. A candidate receiving funds in the primary must also participate in at least one (1) general election debate or forum, regardless of whether the candidate receives a Democracy Fund grant or matching funds in the general election unless they have withdrawn from the race.
- (3) Agree to limit and actually limit the use of personal funds for campaign purposes to no more than fifteen hundred thousand dollars (~~\$1,500,000~~~~15,000.00~~) per primary or general election.
- (4) Agree to furnish to the administrator, and actually furnish, on the same dates required by the state and in the same format, electronic or paper, copies of the reporting statements made to the state under Conn. Gen. Statutes, Section 9-608, to maintain such records of contributions and expenditures as are required by the board, to furnish to the administrator or the investigator any information he or she may request relating to campaign contributions and expenditures, and to furnish such documentation and such other proof of compliance with this article as may be requested by the administrator or the investigator.
- (5) Raise the threshold of qualifying contributions specified in section 2-827.
- (6) Not have lost a primary election for mayor in the same year as the general election for which the mayoral candidate is requesting public matching funds.
- (7) Not be in default to the city, or not have agreed to a payment arrangement with the city, regarding outstanding tax payments or contractual obligations.

(Ord. No. 1589, 5-4-09)

Sec. 2-827. Qualifying contributions threshold.

Public matching funds shall be allocated to participating mayoral candidates beginning on April 1st of the election year upon satisfying the requirements of section 2-826. A candidate shall satisfy the qualifying threshold for a primary election and for a general election separately. The qualifying threshold for disbursement of matching funds shall be according to the following formula:

- (1) A participating candidate must raise two hundred (200) contributions from distinct registered voters of the City of New Haven of no less than ~~fiveten~~ dollars (~~\$510.00~~) and no more than three hundred dollars (~~\$4300.00~~) to receive matching funds. A qualified primary candidate who wins the primary is deemed to be qualified for the general election.
- (2) Once the administrator determines that a participating candidate has met the contributions threshold, the candidate shall receive a match of ~~seventy~~ dollars (~~\$70.00~~) per distinct individual contributor who is a registered voter of the City of New Haven of twenty-five or more dollars (~~\$3525.00~~) until the candidate raises enough funds to meet the voluntary expenditure ceiling. The participating candidate shall receive a two (2) to one (1) match for any such contributions under twenty-five dollars (~~\$3525.00~~).

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- (3) All contributions received by a participating candidate must include the name and address of the contributor on the check or on a separate card or sheet with the name and address of the contributor and signed by the contributor and stating the amount of the contribution. Only individual contributions of twenty-five (~~\$100~~²⁵.00) or less shall be accepted in cash. All contributions made by cash, credit card, ~~Paypal~~^{Pay-Pal} or similar payment program, or money order, and in-kind contributions, must be accompanied by the signed card or sheet referred to above. The form of the card or sheet used with contributions shall be approved by the board.
 - (4) The administrator must regularly make disbursements to participating candidates as specified by the disbursement schedule approved by the board.
 - (5) The request for public matching funds shall be made on a form and in a manner determined by the administrator, and shall include copies of each check, money order or other written legal tender, as well as copies of all signed contribution cards, relating to contributions eligible to be matched by public funds.
 - (6) For purposes of this section, a loan, pledge or non-monetary contribution shall not be considered a matchable contribution.
 - (7) No more than one hundred twenty-five thousand dollars (\$125,000.00) in public matching funds shall be disbursed to each participating candidate per primary or general election.
 - (8) During the final sixty (60) days before an election, a participating ~~mayoral~~^{citywide office} committee may only submit a request for public matching funds to the administrator when the matching funds requested amount to ~~one~~^{three} thousand dollars (~~\$1~~³,000.00) or more.
 - (9) A payment of public matching funds does not constitute the board's final determination of the amount for which a participating candidate may qualify, and such payment is subject to post-payment audit and readjustment by the board.

(Ord. No. 1589, 5-4-09)

Sec. 2-828. Public financing grants.

Once a participating candidate meets the qualifying contributions threshold, meets all requirements to appear on the primary or general election ballot, whether as a nominated or petitioning, but not as a write-in, candidate, and the election has been declared contested pursuant to subsection 2-822(5), the candidate shall be eligible to receive a ~~twenty-five~~^{twenty-five} fifteen thousand-dollar (~~\$125,000.00~~^{\$125,000.00}) public financing grant from the fund. Such a candidate may receive the ~~twenty-five~~^{twenty-five} fifteen thousand-dollar (~~\$125,000.00~~^{\$125,000.00}) public financing grant once before a primary election and once before a general election, with disbursement of the grant by the board to be timed as follows:

- (1) ~~Once an election is deemed contested under Sec. 2-822 (5), qualifying candidates may request up to half (½) of the grant to be disbursed to their candidate committee. This request can be made no earlier than the 60th day before the election.~~
- (2) For a primary election such a candidate who has received a party nomination may receive a grant when another candidate has successfully petitioned to appear on the primary ballot, and such a candidate who has successfully petitioned to appear on the primary ballot may receive a grant as soon as he or she has been qualified to appear on the ballot.
- (3) For a general election, such a candidate who receives a party nomination shall receive a grant either:
 - (a) ~~After the time for petitioning to appear on a primary ballot has expired and no one has successfully petitioned to appear on a primary ballot; or~~

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(Supp. No. 23)

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- (b): After the completion of the primary election or elections for all parties having such elections.

(Ord. No. 1589, 5-4-09)

Sec. 2-829. Insufficient public funds.

If there are insufficient public matching funds available for all participating candidates, whatever funds are available in the fund shall be distributed on a pro rata basis to participating candidates in such allocations as determined by the administrator and approved by a majority vote of the board. *The Administrator, following approval by The Board, shall make an emergency request for replenishment of the Fund to the Board of Alders and Office of the Mayor as soon as it is discerned that funds may fall short for the election cycle.*

(Ord. No. 1589, 5-4-09)

Sec. 2-830. Use of public matching funds.

- (a) Public matching funds shall be used exclusively for qualified campaign expenditures to promote the candidacies of the participating candidates.
- (b) All surplus public matching funds, or matching funds used in violation of the requirements of this article, shall be returned or reimbursed to the fund *in a timely fashion.*
- (c) If the candidate withdraws from a primary or general election, becomes ineligible or dies during the campaign, or if a candidate is eligible for a primary election, but the primary election is canceled, the candidate's qualified committee will return to the fund, for deposit in the fund, all monies received from the fund which it has not spent, or has not become legally obligated to expend, on qualified campaign expenditures as of the date of such occurrence.
- (d) *If, during the course of a primary election, a candidate's opponents withdraw from the race, leaving the candidate without a primary opponent, the candidate's qualified committee will return to the fund, for deposit in the fund, all monies received from the fund which it has not spent, or has not become legally obligated to expend, on qualified campaign expenditures as of the date of such withdrawal at 11:59pm occurrence. Money will be returned to the Fund within 14 calendar days.*
- (~~e~~) When determining whether these are surplus matching funds that must be returned to the fund, the board will consider the first funds spent to be public funds. *All excess funds left in the campaign account shall either*
 - (i) be returned to the Fund; or*
 - (ii) be returned to contributors in a prorated amount.*

(Ord. No. 1589, 5-4-09)

Sec. 2-831. Cost of living adjustment.

Beginning in 2008 and every four (4) years thereafter, the amounts of the voluntary contribution size limit, the public financing grants, the use of personal funds limit, the contribution and expenditure ceiling per election cycle, ~~the contested election limit~~, the civil penalty, shall be adjusted according to four-year aggregate cost of living changes in the New Haven MSA, as shown in the Consumer Price Index for all items in the New Haven MSA. The adjustment shall be rounded *up* to the nearest five-dollar size variation (i.e. \$25, 30, 35, 310, 315, 320) for the minimum qualifying contribution and the voluntary contribution size limit. The adjustment shall be rounded to the nearest thousand for the public financing grant, the personal funds limitation, and the contribution and expenditure ceilings (i.e. \$16,000, 17,000, 18,000, 301,000, 302,000, 303,000).

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The following amounts may be adjusted for inflation:

- (1) Maximum match amount
- (2) Maximum allowed voluntary contribution limit
- (3) Grant amount
- (4) Expenditure ceiling amount
- (5) Personal funds limitation
- (6) The civil penalty

The following amounts shall *not* be adjusted for inflation:

- (7) Minimum qualifying voluntary contribution
- (8) Maximum matching funds limit
- (9) Contested election trigger amount

(Ord. No. 1589, 5-4-09)

Sec. 2-832. Enforcement.

- (a) Any person who violates any provision of this article shall be personally and jointly and severally liable for the ~~repayment~~ ~~re-payment~~ of any funds thereby obtained or expended.
- (b) Alleged violations of this article and other complaints brought against the participating candidates, their agents and/or their ~~mayoral~~ ~~citywide office~~ committees shall be investigated promptly and confidentially by the investigator, who shall report his findings to the board. ~~The board shall create a method for reporting such violations and make complaint forms publicly available.~~ The board shall have the power to issue subpoenas to compel the attendance of witnesses and to compel the production of documents in connection with an investigation or a hearing. The board shall grant an administrative hearing regarding any alleged violation or dispute, at which all interested parties may present testimony and evidence. The board shall render its decision as soon as practicable after the hearing is concluded. The board shall notify the parties of its decision by certified or registered mail.
- (c) The board is authorized to levy a civil penalty not to exceed two thousand dollars (\$2,000.00) per violation, or twice the amount of any improper expenditure or contribution, whichever is greater, against any person the Board finds to be in violation of any provision of this ordinance. In the case of failure to pay any such penalty within thirty (30) days of written notice thereof sent by certified or registered mail to such person, the board may apply to the Connecticut Superior Court for an order requiring such a person to pay the penalty imposed and such court costs, state marshal's fees and reasonable attorney's fees incurred by the Board as the court may determine.
- (d) The administrator may further seek the application of any and all criminal and civil actions, penalties, sanctions, orders (including cease and desist orders) and remedies available under the laws of the State of Connecticut, including but not limited to prosecution for misappropriation of funds of the city. The administrator is authorized to refer any violation to the State Election Enforcement Commission, the District Attorney's Office, the Chief State's Attorney's Office, the Attorney General's Office or any other appropriate authority.
- (e) The remedies provided in subsections (a), (c) and (d) above shall also apply to any person who causes any other person to violate any provision of this section or who aids and abets any other person in a violation.

(Ord. No. 1589, 5-4-09)

Sec. 2-833. Applicability of other laws.

Nothing in this article shall exempt any person from applicable provisions of any other laws of the city, state, federal or other appropriate jurisdiction.

(Ord. No. 1589, 5-4-09)

Sec. 2-834. Severability.

If any provision of this article, or the application of such provision to any person or circumstance, shall be held invalid for any reason, the remainder of this article, to the extent it can be given effect, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this article are severable.

(Ord. No. 1589, 5-4-09)

Sec. 2-835. Effective date.

The ordinance from which this article derives shall become effective upon passage.

(Ord. No. 1589, 5-4-09)

Secs. 2-836—2-850. Reserved



**CITY OF NEW HAVEN APPLICATION FOR TAX ABATEMENT
FOR LOW INCOME, MULTI-FAMILY RESIDENTIAL DEVELOPMENTS**

I. APPLICANT INFORMATION

A. APPLICATION DATE: December 8, 2022

B. APPLICANT NAME: The NHP Foundation

C. IF DIFFERENT, OWNER'S NAME: West River Housing Company LLC

D. PROJECT NAME: Route 34 West Parcel 1 Housing (MLK Tyler Street)

E. PROJECT ADDRESS(S): 16 Miller Street, New Haven, CT 06511

F. KEY CONTACT INFORMATION:

Name: Micah Hunter

Title: Project Manager

Address: 122 East 42nd St., Suite 4900, New York, NY 10168

Phone Number: Cell: 347-907-3728 / Office: 646-336-4937

Email: mhunter@nhpfoundation.org

II. APPLICATION SUMMARY

A. Project Type:

- Renovation of Existing Structure
- New Construction
- Conversion of existing commercial, industrial or mixed income property
- Existing multi-family dwelling(s)

B. Total Number of Units: 56 Total Number of Buildings: 11

C. Total Number of Affordable Units: 44

- D. Percentage of Affordable Units: 79%
- E. Will Affordable Units be subsidized with federal or state or local rent subsidies, i.e. Project Based Section 8, RAP, etc.? X Yes No
If yes, provide documentation in Exhibit 12.
- F. Description of the Property for which the tax exemption is sought, identified by metes and bounds, tax map block and lots and corresponding street address, including a surveyor plotting from the tax map; Tax Map 340/Block 165/Parcel 1500
- G. A copy of the deed or lease as applicable. If the Property is not owned or leased at the time of application, the applicant shall provide a copy of the contract to purchase or the proposed form of lease. The property is owned by the City of New Haven. Disposition action is City Plan Docket 1458-01

III. PROJECT SUMMARY

- A. Statement of the nature of the proposed project: low and moderate income housing, market rate residential, commercial, industrial, etc., and whether the Property is to be owned or leased.
Attached
- B. Proposed term or duration of the tax exemption is 15 years or XX 17 years (per Sec. II: Tax Abatement Agreements, Para. 3).
- C. A detailed description of the improvements to be made to the Property, including approved site plans and, if appropriate, architectural drawings;
Site Plan is attached, New Haven City Plan 1458-01
- D. Estimate of the total cost of the project, including an estimate of construction costs, certified by a qualified architect, engineer, general contractor, or 3rd party construction estimator;
Preliminary estimate attached per LaRosa Construction Company, Inc. of Merdian, CT
- E. Fiscal plan outlining the schedule of annual gross revenue or gross shelter rents, the estimated expenditures for operation and maintenance, interest, amortization of debt and all reserves.
Preliminary estimate attached.
- F. A construction schedule indicating a certain commencement date which must occur no later than one (1) years from the date of the application.
Attached
- G. Copies of all government approvals such as zoning, city plan, etc. granting the Project final site plan approval;
Attached
- H. Disclosure statements as to all parties, including principals, partners, parent and subsidiary companies, having any interest in the Property or the Project or any other Financial Agreements then in force and effect in which any of such parties have any interest;
Attached
- I. If new construction, conversion or significant renovation project, the Developer's good faith estimate of the number and type of temporary jobs to be created by the Project during construction and the number and type of permanent jobs to be created by the Project within one year after construction is completed.
Attached

- J. The Applicant for new construction, conversion or significant renovations projects shall also set forth the proposed Project Employment Plan of the Developer and a certification by the Developer that such plan complies with the City's employment policies;
- K. Certification by the Developer that he/she confirms the accuracy of all information contained in the application and that the information is true and correct to the best of the Developer's knowledge. The certification shall contain the original signature of the Developer notarized or witnessed. In the case of a corporation, the Developer shall submit a notarized corporate resolution, with the seal of the corporation and the signature of the Secretary of the corporation, authorizing the signatory to bind the corporation or similar bona fide evidence of authorization. In the case of a partnership the Developer shall submit a copy of the partnership agreement, certified to be a full force and effect, authorizing the signatory to bind the partnership. In the case of a limited liability corporation or any other lawful business organization, the Developer shall submit other similar bona fide evidence of the signatory's authority; and
Signed on attached Exhibit 1.
- L. Payment in full of the applicable application fee payable to the Controller. This fee is found in the New Haven Code of General Ordinances, Article XX: Section 17-201: Permit Licenses and User Fees.

IV. REQUIRED DOCUMENTATION

- A. Unless otherwise provided by the Applicant in response to previous requests for information in the application, the Applicant shall provide the City with the following information as part of request for a Tax Abatement. Additional information may be requested as deemed necessary by the Board of Alderman or the City for part of their review of the applicants request for tax abatement.
 - 6 copies of application and all required documentation with tabs labeled with appropriate Exhibit identified.
 - Exhibit 1: Project Summary Response.
 - Exhibit 2: Organizational Documents including Certificate of Incorporation, Articles of Incorporation, etc.
 - Exhibit 3: Certificate of Good Standing.
 - Exhibit 4: Evidence of site control by the applicant (Deed, Option/Purchase Sale Agreement) if Applicant does not yet have ownership of the property.
 - Exhibit 5: Copy of recorded Affordable or Restrictive Covenants, if applicable.
 - Exhibit 6: Evidence that Property and all real estate owned by principal(s) are current on New Haven taxes.
Site is currently owned by the City of New Haven.
 - Exhibit 7: Development budget for new construction, conversion and significant renovations projects to include all sources, method and amount of money to be subscribed through public or private capital, to fund the construction of the Project, including the amount of stock or other securities to be issued therefore, or the extent of capital invested and the proprietary or

ownership interest obtained in consideration therefore. Documentation of all commitment letters is required.

- Exhibit 8: Three (3) year proforma assumptions for the development.
- Exhibit 9: If the applicant is requesting an abatement for a scattered site multifamily rental, than the Applicant must provide proforma, budget and tax information for each property that is requesting an abatement form and provide the Board of Alders and the City with a consolidated set of budget, proforma and financial information for the properties for which the abatements are being requested. N/A
- Exhibit 10: Corporate resolution authorizing the Development to enter into a tax abatement agreement with the City of New Haven.
- Exhibit 11: Attach, any and all, letters of support.
- Exhibit 12: Documentation of any rental subsidies, if applicable.

EXHIBIT 1

PROJECT SUMMARY

The proposed project is a new construction, townhouse affordable housing rental project to be constructed with the successful award of Federal low-income housing tax credits (9%) and other funding to be provided by the City of New Haven, Connecticut Housing Finance Authority (CHFA), Connecticut Department of Housing, and Federal Home Loan Bank. The project requires documentation of authority to enter into a PILOT Agreement with the City of New Haven by anticipated one month prior to February 2022 Board Meeting that generally occurs the 4th week of the Month.

The project is to be constructed on land owned by the City of New Haven with an address of formerly 16 Miller Street, New Haven, Connecticut 06511 (Bounded by North Frontage Road, Ella T. Grasso Boulevard, Legion Avenue, and Tyler Street). The 4.3-acre parcel shall be improved with 56 newly constructed rental townhomes, of which 44 are affordable to be rented in New Haven as follows:

56 rental units:

Unit Type	Number of Units	Affordability Band	Rental Amount
1-BR	4	30% AMI and below	\$1,601 (Section 8)
2-BR	3	30% AMI and below	\$1,955 (Section 8)
2-BR	4	30% AMI	\$760
2-BR	18	50% AMI	\$1,267
2-BR	5	60% AMI	\$1,521
2-BR	8	Market Rate	\$2,229
3-BR	1	30% AMI and below	\$2,401 (Section 8)
3-BR	2	30% AMI	\$878
3-BR	5	50% AMI	\$1,464
3-BR	2	60% AMI	\$1,757
3-BR	4	Market Rate	\$2,971

Note: 30%-60% AMI project rents are not net of CT-Department of Housing Utility allowances. The owners are to pay for 100% of utility costs for the project at this time. 12 of the 44 Units are for Supportive Housing residents, 8 of which will be covered by Project Based Vouchers.

Additionally, there is a planned coffee shop, community center, gazebo, playground, and parking lot with several spaces for electric vehicle charging. All buildings will be fully electric and built to Passive House (PHIUS) design for energy efficiency, the standard in sustainability. There will also be photovoltaic (solar) roof paneling.

The estimated total cost of the project is \$31,129,840 and the estimated construction cost is \$20,556,377; the construction estimate is provided by LaRosa Construction Company, Inc. Construction is slated to begin in March 2023, and please refer to Exhibit 8 for the estimated expenditures for operation and maintenance, interest, amortization of debt. Operating reserves estimated in the amount of \$484,418 and Supportive Services Reserve of \$697,500 (to pay for 15 years of supportive services) are to be funded once the property stabilizes after 3 months of leasing up of the property.

The project is being developed by a joint venture of The NHP Foundation of New York, NY and West River Self Help Investment Plan of New Haven, CT. The NHP Foundation, headquartered in New York, NY is a not-for-profit, 501(c)(3) developer and owner of low- and moderate-income housing in 15 States and the District of Columbia. Our portfolio consists of approximately \$10,300+ units of multifamily rental housing. NHP Foundation also operates a resident and social services division, *Operation Pathways*, which provides services to the residents of NHP Properties and is set to provide these services on the project. Please visit www.nhpfoundation.org for additional information. The West River Self Help Investment Plan (WRSHIP) is a community-based investment group, founded in New Haven in 2001. WRSHIP is a part of a nationwide network of "SHIPs," the first of which was established to develop Progress Plaza in Philadelphia in 1967 and to promote development of African American owned assets in the nation's urban centers. WRSHIP also exists to help address racial and economic participation for individuals who have been traditionally deprived of material involvement in major development projects. As such, the full inclusion of Minority and Woman Owned Business Enterprises (M/WBEs) is a critical piece of the Route 34 West Parcel 1 development.

West River Housing Company LLC has 65% of its interest controlled by NHP Foundation and 35% of its interest controlled by West River Self Help Investment Plan. There are no other entities within the limited liability company.

The proposed duration of the rental tax exemption is 17 years.

On October 24, 2019, the project did receive a 17-year PILOT Agreement for \$700 per unit /year a development unit that escalates 5% every 5 years. Also, it was proposed that all 56 units be affordable on the original PILOT application, however our project was not selected for the 2020 CHFA 9% Tax Credit application. When we re-applied for 2021 CHFA 9% Tax credit Application, there were significant points awarded by CHFA for "Proposed Developments that promote economic integration by creating mixed income housing will receive points based on the percent of non-qualified units (market rate housing without income restrictions) included." Therefore we incorporated 12 market rate units to be competitive as we were unsuccessful in the prior year. After making said revisions, we were successful in securing the 9% tax credit award but were faced with unprecedented challenges from the Pandemic and now inflationary

pricing as construction costs increased 25% and interest rates have nearly doubled from the time we were awarded. Now the project faces a \$3,500,000 financing gap and we are requesting that the PILOT Agreement be reduced to \$100 per unit/year payment for the 44 Affordable units which helps to close the gap by allowing us to borrow additional mortgage debt from CHFA and maintain sufficient cash flow for debt coverage. After our November 15, 2022 meeting with Mayor Justin Elicker and President of the Board of Alder's Tyisha Walker-Myers, it was determined that adjusting a PILOT payment can be one of several measures taken on the City's behalf to help move the project forward.

Also, since our last application, we were able to secure eight Section 8 vouchers on November 9, 2020 from the Housing Authority of New Haven. Currently, they are underwritten up to 120% FMR. These vouchers are to cover 8 of the 12 residents who will be provided with supportive housing services on site.

As of the date of the application (November 21, 2022), La Rosa Builders Group of Meriden, CT provided the following job estimates for the construction project: 155 temporary construction jobs during the duration of the project. As for permanent jobs, there will be at minimum 4 jobs created: 2 property management jobs for HallKeen Management staff and 2 jobs for Columbus House staff to operate the coffee shop/and service supportive residents. The project certifies that it will meet City of New Haven Livable Wage ordinances. Once the final construction bids are received to establish an approved Contract and Notice to Proceed, then a Project Employment Plan that complies with all New Haven City employment policies will be submitted for final review and approval.

Please consider this request for a further Pilot Agreement reduction to \$100/ unit-year for our 44 affordable units that serve community residents earning below 60% AMI. This further reduction is very important to close our financing gap and commence construction in a timely manner.

Respectfully, I Scott Barkan, claim the accuracy of all information contained in the application and that the information is true and correct to the best of my knowledge.



Mr. Scott Barkan
West River Housing Company LLC
C/O The NHP Foundation
122 East 42nd Street, Suite 4900
New York, NY 10168
(206) 427-8167
sbarkan@nhpfoundation.org



MICAH C. HUNTER
Notary Public, State of New York
Reg. No. 01HU6417714
Qualified in Queens County
Commission Expires May 24, 2025

NEW HAVEN CITY PLAN COMMISSION COASTAL SITE PLAN REVIEW
NEW HAVEN CITY PLAN COMMISSION SITE PLAN REVIEW

RE: 16 MILLER STREET, Site Plan and Coastal Site Plan Review for the construction of 10 multi-family townhouses and 56 residential dwelling units in a RM-1 and RM-2 zone. (Owner: Serena Neal-Sanjurjo for New Haven Livable City Initiative; Applicant: Jamie Smarr of West River Housing Company LLC; Agent: Kenneth Boroson of Kenneth Boroson Architects)

REPORT: 1548-01

ACTION: Approval with Conditions

STANDARD CONDITIONS OF APPROVAL

1. Pursuant to State Statute, this site plan and soil erosion and sediment control plan approval is valid for a period of five (5) years following the date of decision, until September 20, 2023. Upon petition of the applicant, the Commission may, at its discretion, grant extensions totaling no more than an additional five (5) years to complete all work connected to the original approval.
2. The applicant shall record on the City land records an original copy of this Site Plan Review report (to be provided by the City Plan Department) and shall furnish written evidence to the City Plan Department that the document has been so recorded (showing volume and page number), prior to City Plan signoff for building permits. A digital copy of the recorded report shall be provided to staff (.pdf).
3. Upon approval by the City Plan Commission, provide compiled digital copies of all application materials, including drawing sets and reports, to staff for filing (.pdf files) prior to City Plan signoff for building permits.
4. Signoff on final plans by the Greater New Haven Water Pollution Control Authority; City Engineer; Department of Transportation, Traffic, and Parking; City Plan Department; and Fire Marshal in that order shall be obtained prior to initiation of site work or issuance of building permit.
5. A site bond will be required in conformity with Connecticut General Statutes Section 8-3(g). Bond, or other such financial instrument, shall be provided to the City Plan Department, in an amount equal to the estimated cost of implementation of erosion and sediment controls, plus 10 percent, prior to City Plan final sign-off on plans for building permit.
6. As authorized by CGS Sec. 22a-107 an additional bond is required to secure compliance with all conditions of approval relating to the coastal site plan. The bond amount is to be determined based on consultation with City Plan and Engineering staff.
7. The name of an individual responsible for monitoring the soil erosion and sediment control plan on a daily basis during the construction period shall be provided to the City Plan Department, prior to City Plan signoff on final Plans.
8. Any proposed work within City right-of-way will require separate permits.
9. Prior to issuance of Building Permit, street address(es) shall be assigned by the City Engineer.
10. Any sidewalks or curbs on the perimeter of the project deemed to be in damaged condition shall be replaced or repaired in accord with City of New Haven standard details.
11. Proposed removals of street trees must be coordinated with the Department of Parks, Recreation, and Trees prior to sign-off for building permits.
12. Filing (with City Plan) and implementation of a Storm Drainage Maintenance Plan and Inspection Schedule is required.
13. Following completion of construction, any catch basins in the public right-of-way impacted by the project shall be cleaned, prior to issuance of Certificate of Occupancy.
14. As-built site plan shall be filed with City Plan Department, with a copy to the City Engineer, prior to issuance of Certificate of Occupancy. Site Plan shall be submitted in mylar and digital form (.pdf).

Submission: SPR Application Packet including DATA, WORKSHEET, SITE, SESC, and CSPR forms. NARRATIVE attached. Application fee: \$360. Received August 16, 2018.

- Drainage Report dated August 16, 2018. Received August 16, 2018. Revised September 14, 2018. Received September 14, 2018. Revised September 19, 2018. Received September 19, 2018.
- Sanitary Report dated August 16, 2018. Received August 16, 2018.
- Reflective Heat Impact Study dated August 16, 2018. Received August 16, 2018.
- Zoning Table – Current Conditions dated April 17, 2018. Received August 16, 2018.
- Zoning Table – Future Conditions dated April 17, 2018. Received August 16, 2018.
- Letter from CT Department of Transportation dated August 16, 2018. Received August 16, 2018.
- Application drawings. 48 sheets received August 16, 2018. Revisions received September 7, 2018, September 14, 2018, and September 19, 2018.
 - Cover sheet. Received August 16, 2018.
 - C-001: General Notes, Legend, & Abbreviations. Drawing date August 16, 2018. Received August 16, 2018.
 - CE.100: Existing Conditions. Drawing date August 16, 2018. Received August 16, 2018.
 - CD.100: Demolition Plan. Drawing date August 16, 2018. Received August 16, 2018.
 - CL.100: Layout Plan. Drawing date August 16, 2018. Received August 16, 2018. Revised September 6, 2018. Received September 7, 2018.
 - CG.100: Grading and Drainage Plan. Drawing date August 16, 2018. Received August 16, 2018. Revised September 6, 2018. Received September 7, 2018. Revised September 12, 2018. Received September 14, 2018. Revised September 18, 2019. Received September 19, 2018.
 - CU.100: Utility Plan. Drawing date August 16, 2018. Received August 16, 2018. Revised September 6, 2018. Received September 7, 2018.
 - PL.100: Planting Plan. Drawing date August 16, 2018. Received August 16, 2018.
 - CS.100: & CS.101: Sediment and Erosion Control Plan, Notes and Details. Drawing date August 16, 2018. Received August 16, 2018. Revised September 6, 2018. Received September 7, 2018. Revised September 12, 2018. Received September 14, 2018.
 - CT.100: Traffic Plan. Drawing date August 16, 2018. Received August 16, 2018. Revised September 6, 2018. Received September 7, 2018. Revised September 12, 2018. Received September 14, 2018.
 - DT-500 – DT-513: Details. Drawing date August 16, 2018. Received August 16, 2018. Revised September 6, 2018. Received September 7, 2018.
 - SL-1: Exterior Lighting Photometric Calculation. Drawing date August 13, 2018. Received August 16, 2018.
 - Subdivision Map Land of City of New Haven. Dated August 18, 2018. Received August 16, 2018.
 - C.100: Sight Distance RTE.34. Drawing date September 12, 2018. Received September 14, 2018.
 - C.101: Sight Distance Legion Ave. Drawing date September 12, 2018. Received September 14, 2018.
 - A2.01-01R – A2.01-11C: Building 1 – 11 Floor Plans and Elevations (22 sheets). Drawing date August 16, 2018. Received August 16, 2018. Revisions received September 10, 2018.

PROJECT SUMMARY:

Project: WRSHIP – New Haven Route 34 Housing Development

Address: 16 Miller Street

Site Size: 182,162 SF (4.18 acres)

Zone: RM-1 (Low-Middle Density) & RM-2 (High-Middle Density)

Parking: 60 parking spaces (including 8 HC accessible spaces)

Owner: Serena Neal-Sanjurjo for New Haven Livable City Initiative

Phone: (203) 946-6437

Applicant: Jamie Smarr for West River Housing Company LLC
Agent/Architect: Kenneth Boroson of Kenneth Boroson Architects
Site Engineer: DTC

Phone: (646) 336-4929
Phone: (203) 624-0662

BACKGROUND

Previous CPC Actions:

No previous CPC actions have been taken.

Zoning:

The Site Plan as submitted meets the requirements of the New Haven Zoning Ordinance for the RM-1 and RM-2 zones.

Site description/existing conditions:

The project site encompasses an area of approximately 182,162 SF (4.18 acres) and consists of a vacant grassy lot, sidewalks along the east and west ends of the site, multiple trees, and the West River Peace Garden on the west end. The site is bounded by North Frontage Road in the north, Evergreen Court in the east, Legion Avenue in the south, and Ella T. Grasso in the west.

Proposed activity:

The applicant proposes to construct 56 new housing units (35,300 SF), a 3,700 SF office meeting center, and a 3,400 SF playground on site. The proposed housing includes ten (10) townhouse style buildings that have four (4) to six (6) dwelling per building and four (4) dwelling units in the office meeting center building. Additional site work includes the installation of stormwater management infrastructure, concrete sidewalks along the roadways and throughout the site, a parking lot, a gazebo and plaza, new site lighting, landscaping.

Motor vehicle circulation/parking/traffic:

The proposed project consists of the construction of a parking lot with 60 parking spaces, including eight (8) handicap accessible spaces, between the rows of housing with access from curb cuts along Legion Avenue and North Frontage Road. Per the Commission's recommendation at the City Plan Commission meeting on September 20, 2018, the applicant recognizes the need to work with the community and the city's Traffic, Transportation, and Parking and Police departments to enhance and ensure pedestrian, bicycle, and motor vehicle safety surrounding the project site. Commissioners have respectfully requested that the applicant present any additional planned traffic calming and/or pedestrian safety measures, together with any adjustments in the DOT/City ROW, to the Commission in the future.

Bicycle parking:

The applicant proposes to install bike racks along the eastern side of the parking lot to accommodate at least ten (10) bicycles.

Trash removal:

The applicant proposes to install a concrete dumpster pad and enclosure in the parking lot on site.

Signage:

None proposed.

Sec. 58 Soil Erosion and Sediment Control:

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

Cubic Yards (cy) of soil to be moved, removed or added: 1,780 SF

Start Date: 2019

Completion Date: 2020

Responsible Party for Site Monitoring:

Once a contractor is chosen, an individual will be named as the individual responsible for monitoring soil erosion and sediment control measures on a daily basis, and that name provided to the City Plan Department prior to signoff of final plans for permits.

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

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

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

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

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

Sec. 60 Stormwater Management Plan: SUBMISSION MEETS REQUIREMENTS

REQUIRED DOCUMENTATION

- Soil characteristics of site;
- Location of closest surface water bodies and depth to groundwater;
- DEEP ground and surface water classification of water bodies;
- Identification of water bodies that do not meet DEEP water quality standards;
- Proposed operations and maintenance manual and schedule;
- Location and description of all proposed BMPs;
- Calculations for stormwater runoff rates, suspended solids removal rates, and soil infiltration rates;
- Hydrologic study of pre-development conditions commensurate with conditions.

STANDARDS

- Direct channeling of untreated surface water runoff into adjacent ground and surface waters shall be prohibited;
- No net increase in the peak rate or total volume of stormwater runoff from the site, to the maximum extent possible, shall result from the proposed activity;
- Design and planning for the site development shall provide for minimal disturbance of pre-development natural hydrologic conditions, and shall reproduce such conditions after completion of the proposed activity, to the maximum extent feasible;
- Pollutants shall be controlled at their source to the maximum extent feasible in order to contain and minimize contamination;
- Stormwater management systems shall be designed and maintained to manage site runoff in order to reduce surface and groundwater pollution, prevent flooding, and control peak discharges and provide pollution treatment;
- Stormwater management systems shall be designed to collect, retain, and treat the first inch of rain on-site, so as to trap floating material, oil and litter;
- On-site infiltration and on-site storage of stormwater shall be employed to the maximum extent feasible;

- Post-development runoff rates and volumes shall not exceed pre-development rates and volumes for various storm events. Stormwater runoff rates and volumes shall be controlled by infiltration and on-site detention systems designed by a professional engineer licensed in the state of Connecticut except where detaining such flow will affect upstream flow rates under various storm conditions;
- Stormwater treatment systems shall be employed where necessary to ensure that the average annual loadings of total suspended solids (TSS) following the completion of the proposed activity at the site are no greater than such loadings prior to the proposed activity. Alternately, stormwater treatment systems shall remove 80 percent TSS from the site on an average annual basis; and
- Use of available BMPs to minimize or mitigate the volume, rate, and impact of stormwater to ground or surface waters.

Sec. 60.1 Exterior Lighting: SUBMISSION MEETS REQUIREMENTS

REQUIRED DOCUMENTATION

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

STANDARDS

- Prevent or minimize direct glare and light trespass;
- All parking area lighting shall be full cut-off type fixtures and shall not exceed twenty (20) feet in height from the ground to the highest point of the fixture;
- Up lighting and high pressure sodium light sources are prohibited. Externally lit signs, display building, and aesthetic lighting must be lit from the top and shine downward and not sideward or upward. The lighting must be shielded to prevent direct glare and/or light trespass. The lighting must also be, as much as physically possible, contained within the target area;
- All building lighting for security or aesthetics shall be full cut-off or shielded type, not allowing any upward distribution of light. Floodlighting is discouraged, and if used, must be shielded to prevent: (a) disability glare for drivers or pedestrians, (b) light trespass beyond the property line, and (c) light above the horizontal plane;
- Where non-residential development is adjacent to residential property, no direct light source shall be visible at the property line at ground level or above; and
- High pressure sodium and flickering or flashing lights are prohibited.

Sec. 60.2 Reflective Heat Impact: SUBMISSION MEETS REQUIREMENTS

STANDARDS

- 50% of all on-site non-roof hardscape or paved areas will be either:
 - shaded AND/OR
 - constructed of a material with a solar reflectance index of at least 29.

TOTAL SF of non-roof hardscape:
50% of non-roof hardscape:

45,825 SF
22,913 SF

Shaded (average)	1,330 SF
SRI > 29	21,912 SF
Concrete Walks and Concrete Pavement	19,732 SF
Parking striping	2,180 SF
TOTAL PROPOSED SHADED/HIGH SRI AREA	23,242 SF
% SHADED/HIGH SRI PROPOSED	50.7%

COASTAL SITE PLAN REVIEW

The Commission's Coastal Site Plan Review, in accordance with Section 55.C of the New Haven Zoning Ordinance shall consider the characteristics of the site, including location and condition of any coastal resources; shall consider the potential effects, both beneficial and adverse, of the proposed activity on coastal resources and future water-dependent development opportunities; follow the goals and policies of the Connecticut Coastal Management Act, as amended, and identify conflicts between the proposed use and any goal or policy of the Act.

Applications for development on waterfront parcels shall additionally consider protection of the shoreline where there is erosion or the development is likely to cause erosion; degree of water dependency; preservation of significant natural vistas and points or avenues of views of the waterfront; provision of meaningful public access; and insurance of outstanding quality of design and construction to produce an environment that enhances its waterfront location.

The Commission will also consider whether the proposed application is consistent with the City's Municipal Coastal Program.

Characteristics and Condition of Coastal Resources at or Adjacent to the site:

Shorelands: The site is located within the coastal boundary on a previously developed non-waterfront or waterfront-adjacent site consisting of a grassy lot and several trees. The site is located approximately 350 feet away from the West River.

Coastal Program Criteria	Comments
1. Potential adverse impacts on coastal resources and mitigation of such impacts	<i>The proposed development will increase the amount of impervious area on the site and will, therefore, increase the volume and peak rate of runoff generated during a storm event. The potential adverse impacts from the additional impervious surfaces will be mitigated through the use of an improved stormwater detention system. See Drainage Report for additional information.</i>
2. Potential beneficial impacts	<i>The proposed project includes the installation of stormwater management infrastructure, including a detention basin and underground infiltration galleries, that is designed to maximize on-site detention and infiltration capacity and reduce run-off.</i>
3. Identify any conflicts between the proposed activity and any goal or policy in the §22a-92, C.G.S. (CCMA)	<i>None.</i>
4. Will the project preclude development of water dependent uses on or adjacent to this site in the future?	<i>No. The site is not appropriate for water-dependent uses.</i>
5. Have efforts been made to preserve opportunities for future water-dependent development?	<i>The site is not appropriate for water-dependent uses.</i>
6. Is public access provided to the adjacent waterbody or watercourse?	<i>No. The site is not directly adjacent to a waterbody or watercourse.</i>
7. Does this project include a shoreline flood and erosion control structure (i.e. breakwater, bulkhead, groin, jetty, revetment, riprap, seawall, placement of barriers to the flow of flood waters or movement of sediment along the shoreline)?	<i>No.</i>
8. Does this project include work below the Coastal Jurisdiction Line (i.e. location of topographical elevation of the highest predictable tide from 1983 to 2001)? New Haven CJL elevation is 4.6'.	<i>No.</i>

Project Timetable: Construction is expected to begin in 2019 and be completed by 2020.

SITE PLAN REVIEW

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

COASTAL FINDING:

Taking into consideration all of the above information, the City Plan Commission finds the proposed activity consistent with all applicable goals and policies in Section 22a-92 of the Connecticut Coastal Management Act and incorporates as conditions or modifications all reasonable measures which would mitigate the adverse effects on coastal resources. The Commission therefore makes a finding of no impact on coastal resources and approval for a coastal permit to be issued.

ACTION

The City Plan Commission approves the submitted Site Plans subject to conditions on Page 1.

ADOPTED: September 20, 2018
Edward Mattison
Chair

ATTEST: 

Michael Piscitelli, AICP
Deputy Economic Development Administrator

Coastal Site Plan Review, based upon the application and materials submitted by the applicant, was conducted administratively without hearing by the City Plan Commission of the City of New Haven in accordance with the Connecticut Coastal Management Act (CGS, Sections 22a-90 to 22a-112). The Building Official hereby receives the above written findings and any conditions thereof are made conditions of the Building Permit.

ADOPTED: September 20, 2018

ATTEST: 

James Turfio
Building Official

NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT

RE: 16 MILLER STREET. Special Exception to allow for a coffee shop/bakery. Zone: RM-2. (19-80-S) (Owner: Serena Neal-Sanjurjo; Applicant: Jamie Smarr)
REPORT: 1561-11
ADVICE: Special Exception: Approval

PRINCIPAL APPLICABLE REGULATIONS

Section 63 (d) - The Board of Zoning Appeals may grant a *Special Exception* if the proposed use is in accord with the public convenience and welfare, and may attach conditions and safeguards deemed necessary to protect the neighborhood.

Section 63. (d)(6) - In the following types of special exception cases, which involve more than conventional questions of *use* and may have a significant impact on surrounding areas and a substantial relationship to the comprehensive plan of the city, the Board of Zoning Appeals shall, following its hearing, refer the case including all exhibits to the City Plan Commission, which shall submit an advisory report, on such factors as it may deem relevant, to the Board within 30 days after receiving all records and documents in the case. This report of the City Plan Commission shall be taken into account in the decision of the Board.

b) Convenience stores in residence districts: section 31, as provided for in the district regulations.

Section 31. (b) Convenience Uses: Where provided for in the District Regulations, the supplying of any of the following convenience goods and services, entirely at retail shall be considered a use which may be permitted by special exception under the conditions of this section 31:

(2) Baked goods, including incidental seating for a maximum of six people. No additional parking shall be required for incidental seating.

BACKGROUND

The applicant is seeking relief to permit a coffee shop/bakery in a residential (RM-2) zone. The property was approved by the City Plan Commission in September 2018 for the construction of 10 multi-family townhouses consisting of 56 residential dwelling units. The applicant proposes to add this use within the approved office meeting center abutting Tyler Street as a convenience to those that will reside at this complex as well as the neighboring properties. Proposed hours of operation will be 7am to 7pm daily with 2 employees at all times.

SEPTEMBER 17 PUBLIC HEARING

The applicant and architect representing the client (Kenneth Boroson) presented this application. He explained the location of the subject lot within the city, the approved CPC project and where the approximately 700sf coffee shop will be located within the site itself. One member of the public spoke in opposition of this application due to parking concerns.

PLANNING CONSIDERATIONS:

Special Exception Considerations

Reviewed in respect to applicable standards of Section 31(d) of the New Haven Zoning Ordinance staff offers the following:

(1) *There must be a finding by the City Plan Commission that space for such a use is not available in nearby areas which are zoned for business, and that such new use or expansion of an existing use is necessary to serve the immediate neighborhood adequately with convenience goods or services, giving due consideration, among other things, to the character of the neighborhood, the density of development, the shopping habits of neighborhood residents, and the availability of public and private transportation.*

Given the overall size of the site at approximately 4.5 acres and the abutting properties are a park to the west, vacant land to the North, a parking lot to the East, a cemetery to the South-East and residential structures to the South, there is no nearby use of a similar type, nor is there any real opportunity to do so elsewhere.

(2) The net floor area used for sales or other business purposes in any establishment (excluding space used for storage and similar purposes) shall not exceed 1,500 square feet.

The overall size of the proposed store is not listed in the application and compliance with this cannot be determined at this time.

(5) No business shall be conducted, and no goods, materials or equipment shall be stored, except in a fully enclosed building.

No outside use of the property is proposed; however floor plans do indicate a front porch where the entrance is located.

(7) The exterior presentation and design of storefront(s) shall be submitted as part of the special exception review. The following shall not be allowed on the exterior of a building or grounds: telephones; on-premises or off-premises signs, banners, or temporary advertising materials except those permitted pursuant to section 29(a)(9) [these regulations]; security gates covering window and door openings; and vending machines.

The structures and any exterior features have been previously approved by the City Plan Commission. An on-premise wall sign is shown on the elevations submitted, it is unclear if this is zoning compliant in regard to allowable square footage at this time, but a separate sign permit would be required and can be addressed then.

(8) The ground-floor storefront shall consist, at a minimum, of 50% non-opaque visible windows.

The storefront windows do appear to comply with the minimum 50% non-opaque visible window standard of Section 31(d)(8).

Section 63(d) of the New Haven Zoning Ordinance review in relation to the applicable criteria of this section results in the following comments:

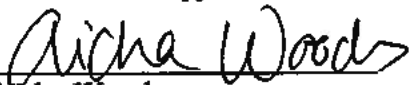
- **Nature of the Proposed Site:** As mentioned above the property was approved by the City Plan Commission in September 2018 for the construction of 10 multi-family townhouses consisting of 56 residential dwelling units and on-site parking. The lot is currently vacant and is awaiting construction.
- **Resulting Traffic Patterns:** The site will be providing 60 on-site parking spaces including 8 handicap accessible spaces with 2 being preserved specifically for employees. The applicants expect the majority of business to come from those living within the complex or nearby and given the amount of available parking on-site staff does not feel this will have a negative impact to traffic.
- **Nature of the Surrounding Area:** As mentioned above there is a variety of zoning designations located nearby with mostly larger, public areas, underutilized properties, and a parking lot with the exception of multi-family housing across Legion Avenue to the South of the subject lot.
- **The Comprehensive Plan:** The portion of the Comprehensive Plan, Vision 2025, that deals with Neighborhood Development encourages an appropriate mix of uses that would facilitate a high quality of life in the city's residential areas.

All though a member of the public spoke in opposition due to parking concerns as mentioned above, it is important to note that there are no parking standards for this use in a residential district and the applicant has incorporated on-site parking into the already approved Site Plan.

FINDINGS AND RECOMMENDATIONS

Based on considerations discussed above, the Commission views the Special Exception to be essentially in harmony with the general purpose and intent of the ordinance and that the public health, safety and general welfare will be served, and substantial justice done by its approval, and therefore, recommends approval.

ADOPTED: September 18, 2019
Ed Mattison
Chair

ATTEST: 
Aicha Woods
Executive Director, City Plan Department



LIVABLE CITY INITIATIVE - CITY OF NEW HAVEN
CITY OF NEIGHBORHOODS

Arlevia T. Samuel, M.S.
Acting Executive Director

CITY OF NEW HAVEN

Justin Elicker, Mayor

LIVABLE CITY INITIATIVE

165 Church Street, 3rd Floor

New Haven, CT 06510

Phone: (203) 946-7090 Fax: (203) 946-4899



CITY OF NEW HAVEN
AN ECONOMIC DEVELOPMENT DEPT.

Michael Piscitelli
Economic Development
Administrator

November 9, 2020

The City and West River Housing Company, LLC have engaged in negotiations with respect to the sale of the City owned property commonly known as Route 34, Parcel 1 located in New Haven.

The parties hereby agree that the City shall sell and West River Housing Company, LLC shall acquire the property referenced above for the total sum of \$840,000.00 which represents the appraised value of the property per the appraisal obtained by West River Housing Company, LLC dated November 2, 2020. The appraisal does include an approximate range for remediation costs that may reduce the acquisition cost for the property and is being reviewed by the City

The parties further acknowledge that the sale of the property, including the sale price noted above is subject to approval by the Board of Alders.

Sincerely,

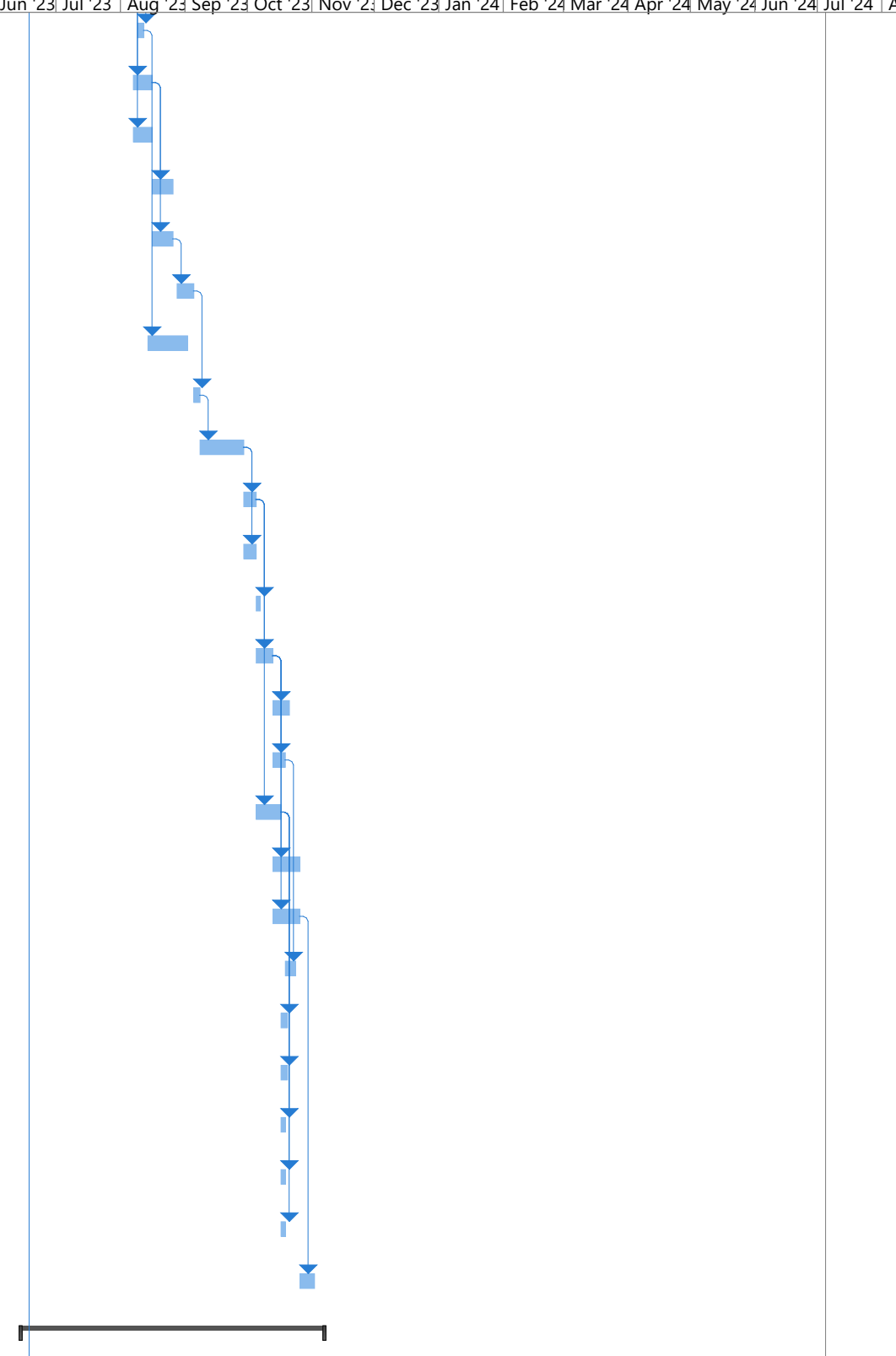
Arlevia T. Samuel

Arlevia T. Samuel, M.S. CPM®
Acting Executive Director

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24				
1		MLK New Haven	394 days	Mon 1/2/23	Thu 7/4/24		[Gantt bar for MLK New Haven]																							
2		Pre-Construction	61 days	Mon 1/2/23	Mon 3/27/23		[Gantt bar for Pre-Construction]																							
3		Scope review and award	30 days	Mon 1/2/23	Fri 2/10/23		[Gantt bar for Scope review and award]																							
4		Submit long lead and critical submittals	30 days	Mon 2/13/23	Fri 3/24/23	3	[Gantt bar for Submit long lead and critical submittals]																							
5		Notice to Proceed	1 day	Mon 3/27/23	Mon 3/27/23	4	[Gantt bar for Notice to Proceed]																							
6		Construction	333 days	Tue 3/28/23	Thu 7/4/24		[Gantt bar for Construction]																							
7		Mobilize to the job site	5 days	Tue 3/28/23	Mon 4/3/23	5	[Gantt bar for Mobilize to the job site]																							
8		Sitework	190 days	Tue 4/4/23	Mon 12/25/23		[Gantt bar for Sitework]																							
9		Critical path site to begin construction	30 days	Tue 4/4/23	Mon 5/15/23	7	[Gantt bar for Critical path site to begin construction]																							
10		Sitework non critical to be expanded	160 days	Tue 5/16/23	Mon 12/25/23	9	[Gantt bar for Sitework non critical to be expanded]																							
11		Building 5 - 6 Units	122 days	Tue 5/16/23	Wed 11/1/23		[Gantt bar for Building 5 - 6 Units]																							
12		Excavate foundation	6 days	Tue 5/16/23	Tue 5/23/23	9	[Gantt bar for Excavate foundation]																							
13		Build Up grade from Fill Removal	4 days	Wed 5/24/23	Mon 5/29/23	12	[Gantt bar for Build Up grade from Fill Removal]																							
14		Install rigid insulation under footing	1 day	Tue 5/30/23	Tue 5/30/23	13	[Gantt bar for Install rigid insulation under footing]																							
15		Form and pour footing	5 days	Wed 5/31/23	Tue 6/6/23	14	[Gantt bar for Form and pour footing]																							
16		Form and pour walls	5 days	Wed 6/7/23	Tue 6/13/23	15	[Gantt bar for Form and pour walls]																							
17		Install rigid insulation walls and footings	2 days	Wed 6/14/23	Thu 6/15/23	16	[Gantt bar for Install rigid insulation walls and footings]																							
18		Backfill	2 days	Fri 6/16/23	Mon 6/19/23	17	[Gantt bar for Backfill]																							
19		Underlsab trenching	2 days	Tue 6/20/23	Wed 6/21/23	18	[Gantt bar for Underlsab trenching]																							
20		Underslab piping	4 days	Thu 6/22/23	Tue 6/27/23	19	[Gantt bar for Underslab piping]																							
21		prep for slab	3 days	Wed 6/28/23	Fri 6/30/23	20	[Gantt bar for prep for slab]																							
22		Install underslab insulation	2 days	Mon 7/3/23	Tue 7/4/23	21	[Gantt bar for Install underslab insulation]																							
23		Form and pour slab and patios	3 days	Wed 7/5/23	Fri 7/7/23	22	[Gantt bar for Form and pour slab and patios]																							
24		Frame Building	20 days	Mon 7/10/23	Fri 8/4/23	23	[Gantt bar for Frame Building]																							
25		Spray AVB exteior	2 days	Mon 8/7/23	Tue 8/8/23	24	[Gantt bar for Spray AVB exteior]																							

Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
26	→	Install exterior windows	3 days	Wed 8/9/23	Fri 8/11/23	25																				
27	→	Install Shingles, flat and metal roof	7 days	Mon 8/7/23	Tue 8/15/23	24																				
28	→	Rough in plumbing and sprinkler	7 days	Mon 8/7/23	Tue 8/15/23	24																				
29	→	Rough in HVAC	8 days	Wed 8/16/23	Fri 8/25/23	27																				
30	→	Rough in Electrical	8 days	Wed 8/16/23	Fri 8/25/23	27																				
31	→	Insulate and Sprayfoam	6 days	Mon 8/28/23	Mon 9/4/23	30																				
32	→	Install siding	15 days	Mon 8/14/23	Fri 9/1/23	26																				
33	→	Install passive house drywall barrier	3 days	Tue 9/5/23	Thu 9/7/23	31																				
34	→	Install drywall and channels	15 days	Fri 9/8/23	Thu 9/28/23	33																				
35	→	Prime coat	4 days	Fri 9/29/23	Wed 10/4/23	34																				
36	→	Install doors and frames	4 days	Fri 9/29/23	Wed 10/4/23	34																				
37	→	Install final stairs	2 days	Thu 10/5/23	Fri 10/6/23	35																				
38	→	Install flooring	6 days	Thu 10/5/23	Thu 10/12/23	35																				
39	→	Install Plumbing Fixtures	6 days	Fri 10/13/23	Fri 10/20/23	38																				
40	→	Install Cabinets	4 days	Fri 10/13/23	Wed 10/18/23	38																				
41	→	Finish paint	8 days	Thu 10/5/23	Mon 10/16/23	35																				
42	→	Finish HVAC	9 days	Fri 10/13/23	Wed 10/25/23	38																				
43	→	Finish electrical	9 days	Fri 10/13/23	Wed 10/25/23	38																				
44	→	Install counters	3 days	Thu 10/19/23	Mon 10/23/23	40																				
45	→	Install vinyl base	3 days	Tue 10/17/23	Thu 10/19/23	41																				
46	→	Install shelving	3 days	Tue 10/17/23	Thu 10/19/23	41																				
47	→	Install appliances	2 days	Tue 10/17/23	Wed 10/18/23	41																				
48	→	Install accessories	2 days	Tue 10/17/23	Wed 10/18/23	41																				
49	→	Install window treatments	2 days	Tue 10/17/23	Wed 10/18/23	41																				
50	→	Punchlist building	5 days	Thu 10/26/23	Wed 11/1/23	43																				
51	→	Building 4 - 4 Units	104 days	Wed 6/14/23	Mon 11/6/23																					

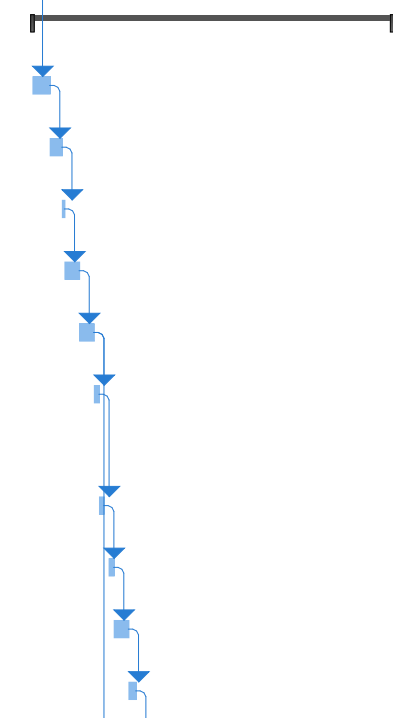


Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	
52	Excavate foundation	5 days	Wed 6/14/23	Tue 6/20/23	16																						
53	Build Up grade from Fill Removal	3 days	Wed 6/21/23	Fri 6/23/23	52																						
54	Install rigid insulation under footing	1 day	Mon 6/26/23	Mon 6/26/23	53																						
55	Form and pour footing	4 days	Tue 6/27/23	Fri 6/30/23	54																						
56	Form and pour walls	4 days	Mon 7/3/23	Thu 7/6/23	55																						
57	Install rigid insulation walls and footings	2 days	Fri 7/7/23	Mon 7/10/23	56																						
58	Backfill	2 days	Tue 7/11/23	Wed 7/12/23	57																						
59	Underlsab trenching	2 days	Thu 7/13/23	Fri 7/14/23	58																						
60	Underslab piping	4 days	Mon 7/17/23	Thu 7/20/23	59																						
61	prep for slab	3 days	Fri 7/21/23	Tue 7/25/23	60																						
62	Install underslab insulation	2 days	Wed 7/26/23	Thu 7/27/23	61																						
63	Form and pour slab and patios	3 days	Fri 7/28/23	Tue 8/1/23	62																						
64	Frame Building	15 days	Wed 8/2/23	Tue 8/22/23	63																						
65	Spray AVB exteiror	2 days	Wed 8/23/23	Thu 8/24/23	64																						
66	Install exterior windows	3 days	Fri 8/25/23	Tue 8/29/23	65																						
67	Install Shingles and metal	6 days	Wed 8/23/23	Wed 8/30/23	64																						
68	Rough in plumbing	7 days	Wed 8/23/23	Thu 8/31/23	64																						
69	Rough in HVAC	8 days	Thu 8/31/23	Mon 9/11/23	67																						
70	Rough in Electrical	8 days	Thu 8/31/23	Mon 9/11/23	67																						
71	Insulate and Sprayfoam	5 days	Tue 9/12/23	Mon 9/18/23	70																						
72	Install siding	15 days	Wed 8/30/23	Tue 9/19/23	66																						
73	Install passive house drywall barrier	2 days	Tue 9/19/23	Wed 9/20/23	71																						
74	Install drywall and channels	13 days	Thu 9/21/23	Mon 10/9/23	73																						
75	Prime coat	3 days	Tue 10/10/23	Thu 10/12/23	74																						
76	Install doors and frames	3 days	Tue 10/10/23	Thu 10/12/23	74																						

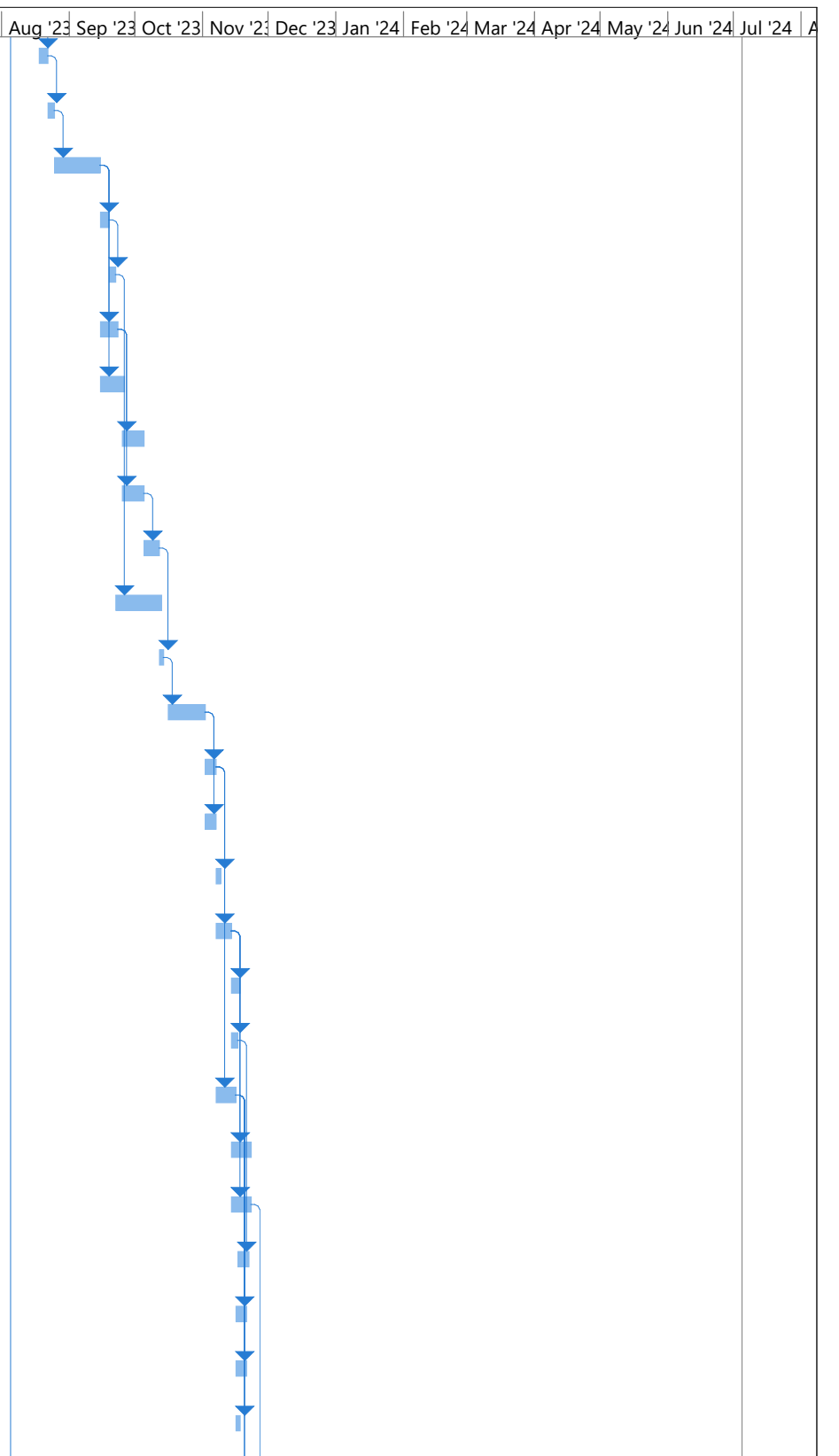
Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
77	→	Install final stairs	2 days	Fri 10/13/23	Mon 10/16/23	75																				
78	→	Install flooring	5 days	Fri 10/13/23	Thu 10/19/23	75																				
79	→	Install Plumbing Fixtures	4 days	Fri 10/20/23	Wed 10/25/23	78																				
80	→	Install Cabinets	3 days	Fri 10/20/23	Tue 10/24/23	78																				
81	→	Finish paint	7 days	Fri 10/13/23	Mon 10/23/23	75																				
82	→	Finish HVAC	7 days	Fri 10/20/23	Mon 10/30/23	78																				
83	→	Finish electrical	7 days	Fri 10/20/23	Mon 10/30/23	78																				
84	→	Install counters	3 days	Wed 10/25/23	Fri 10/27/23	80																				
85	→	Install vinyl base	3 days	Tue 10/24/23	Thu 10/26/23	81																				
86	→	Install shelving	3 days	Tue 10/24/23	Thu 10/26/23	81																				
87	→	Install appliances	2 days	Tue 10/24/23	Wed 10/25/23	81																				
88	→	Install accessories	2 days	Tue 10/24/23	Wed 10/25/23	81																				
89	→	Install window treatments	2 days	Tue 10/24/23	Wed 10/25/23	81																				
90	→	Punchlist building	5 days	Tue 10/31/23	Mon 11/6/23	83																				
91	→	Building 3 - 4 Units	104 days	Fri 7/7/23	Wed 11/29/23																					
92	→	Excavate foundation	5 days	Fri 7/7/23	Thu 7/13/23	56																				
93	→	Build Up grade from Fill Removal	3 days	Fri 7/14/23	Tue 7/18/23	92																				
94	→	Install rigid insulation under footing	1 day	Wed 7/19/23	Wed 7/19/23	93																				
95	→	Form and pour footing	4 days	Thu 7/20/23	Tue 7/25/23	94																				
96	→	Form and pour walls	4 days	Wed 7/26/23	Mon 7/31/23	95																				
97	→	Install rigid insulation walls and footings	2 days	Tue 8/1/23	Wed 8/2/23	96																				
98	→	Backfill	2 days	Thu 8/3/23	Fri 8/4/23	97																				
99	→	Underlsab trenching	2 days	Mon 8/7/23	Tue 8/8/23	98																				
100	→	Underslab piping	4 days	Wed 8/9/23	Mon 8/14/23	99																				
101	→	prep for slab	3 days	Tue 8/15/23	Thu 8/17/23	100																				



Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

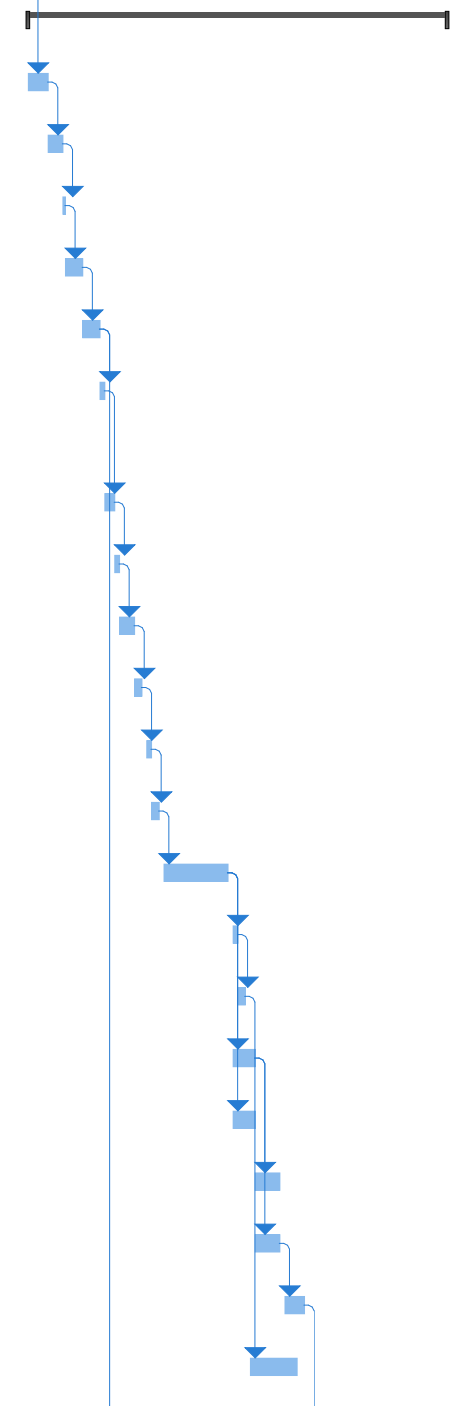
ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
102	→	Install underslab insulation	2 days	Fri 8/18/23	Mon 8/21/23	101																				
103	→	Form and pour slab and patios	3 days	Tue 8/22/23	Thu 8/24/23	102																				
104	→	Frame Building	15 days	Fri 8/25/23	Thu 9/14/23	103																				
105	→	Spray AVB exteior	2 days	Fri 9/15/23	Mon 9/18/23	104																				
106	→	Install exterior windows	3 days	Tue 9/19/23	Thu 9/21/23	105																				
107	→	Install Shingles and metal	6 days	Fri 9/15/23	Fri 9/22/23	104																				
108	→	Rough in plumbing	7 days	Fri 9/15/23	Mon 9/25/23	104																				
109	→	Rough in HVAC	8 days	Mon 9/25/23	Wed 10/4/23	107																				
110	→	Rough in Electrical	8 days	Mon 9/25/23	Wed 10/4/23	107																				
111	→	Insulate and Sprayfoam	5 days	Thu 10/5/23	Wed 10/11/23	110																				
112	→	Install siding	15 days	Fri 9/22/23	Thu 10/12/23	106																				
113	→	Install passive house drywall barrier	2 days	Thu 10/12/23	Fri 10/13/23	111																				
114	→	Install drywall and channels	13 days	Mon 10/16/23	Wed 11/1/23	113																				
115	→	Prime coat	3 days	Thu 11/2/23	Mon 11/6/23	114																				
116	→	Install doors and frames	3 days	Thu 11/2/23	Mon 11/6/23	114																				
117	→	Install final stairs	2 days	Tue 11/7/23	Wed 11/8/23	115																				
118	→	Install flooring	5 days	Tue 11/7/23	Mon 11/13/23	115																				
119	→	Install Plumbing Fixtures	4 days	Tue 11/14/23	Fri 11/17/23	118																				
120	→	Install Cabinets	3 days	Tue 11/14/23	Thu 11/16/23	118																				
121	→	Finish paint	7 days	Tue 11/7/23	Wed 11/15/23	115																				
122	→	Finish HVAC	7 days	Tue 11/14/23	Wed 11/22/23	118																				
123	→	Finish electrical	7 days	Tue 11/14/23	Wed 11/22/23	118																				
124	→	Install counters	3 days	Fri 11/17/23	Tue 11/21/23	120																				
125	→	Install vinyl base	3 days	Thu 11/16/23	Mon 11/20/23	121																				
126	→	Install shelving	3 days	Thu 11/16/23	Mon 11/20/23	121																				
127	→	Install appliances	2 days	Thu 11/16/23	Fri 11/17/23	121																				



Project: MLK New Haven Sched
Date: Mon 11/21/22

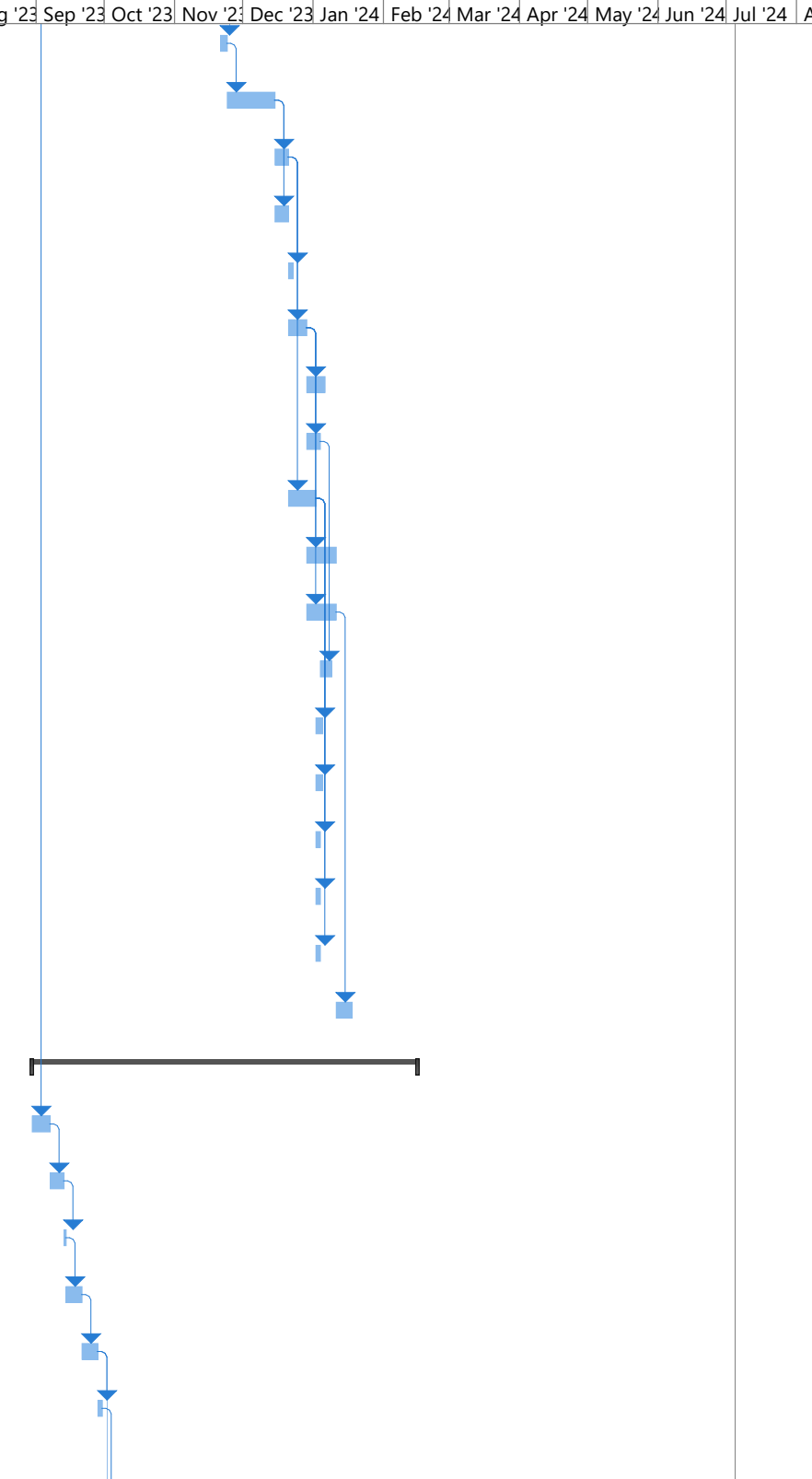
Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
128	Task	Install accessories	2 days	Thu 11/16/23	Fri 11/17/23	121																				
129	Task	Install window treatments	2 days	Thu 11/16/23	Fri 11/17/23	121																				
130	Task	Punchlist building	5 days	Thu 11/23/23	Wed 11/29/23	123																				
131	Task	Building 2 - 6 Units	122 days	Tue 8/1/23	Wed 1/17/24																					
132	Task	Excavate foundation	6 days	Tue 8/1/23	Tue 8/8/23	96																				
133	Task	Build Up grade from Fill Removal	4 days	Wed 8/9/23	Mon 8/14/23	132																				
134	Task	Install rigid insulation under footing	1 day	Tue 8/15/23	Tue 8/15/23	133																				
135	Task	Form and pour footing	5 days	Wed 8/16/23	Tue 8/22/23	134																				
136	Task	Form and pour walls	5 days	Wed 8/23/23	Tue 8/29/23	135																				
137	Task	Install rigid insulation walls and footings	2 days	Wed 8/30/23	Thu 8/31/23	136																				
138	Task	Backfill	2 days	Fri 9/1/23	Mon 9/4/23	137																				
139	Task	Underlsab trenching	2 days	Tue 9/5/23	Wed 9/6/23	138																				
140	Task	Underslab piping	4 days	Thu 9/7/23	Tue 9/12/23	139																				
141	Task	prep for slab	3 days	Wed 9/13/23	Fri 9/15/23	140																				
142	Task	Install underslab insulation	2 days	Mon 9/18/23	Tue 9/19/23	141																				
143	Task	Form and pour slab and patios	3 days	Wed 9/20/23	Fri 9/22/23	142																				
144	Task	Frame Building	20 days	Mon 9/25/23	Fri 10/20/23	143																				
145	Task	Spray AVB exteiror	2 days	Mon 10/23/23	Tue 10/24/23	144																				
146	Task	Install exterior windows	3 days	Wed 10/25/23	Fri 10/27/23	145																				
147	Task	Install Shingles and metal roof	7 days	Mon 10/23/23	Tue 10/31/23	144																				
148	Task	Rough in plumbing	7 days	Mon 10/23/23	Tue 10/31/23	144																				
149	Task	Rough in HVAC	8 days	Wed 11/1/23	Fri 11/10/23	147																				
150	Task	Rough in Electrical	8 days	Wed 11/1/23	Fri 11/10/23	147																				
151	Task	Insulate and Sprayfoam	6 days	Mon 11/13/23	Mon 11/20/23	150																				
152	Task	Install siding	15 days	Mon 10/30/23	Fri 11/17/23	146																				



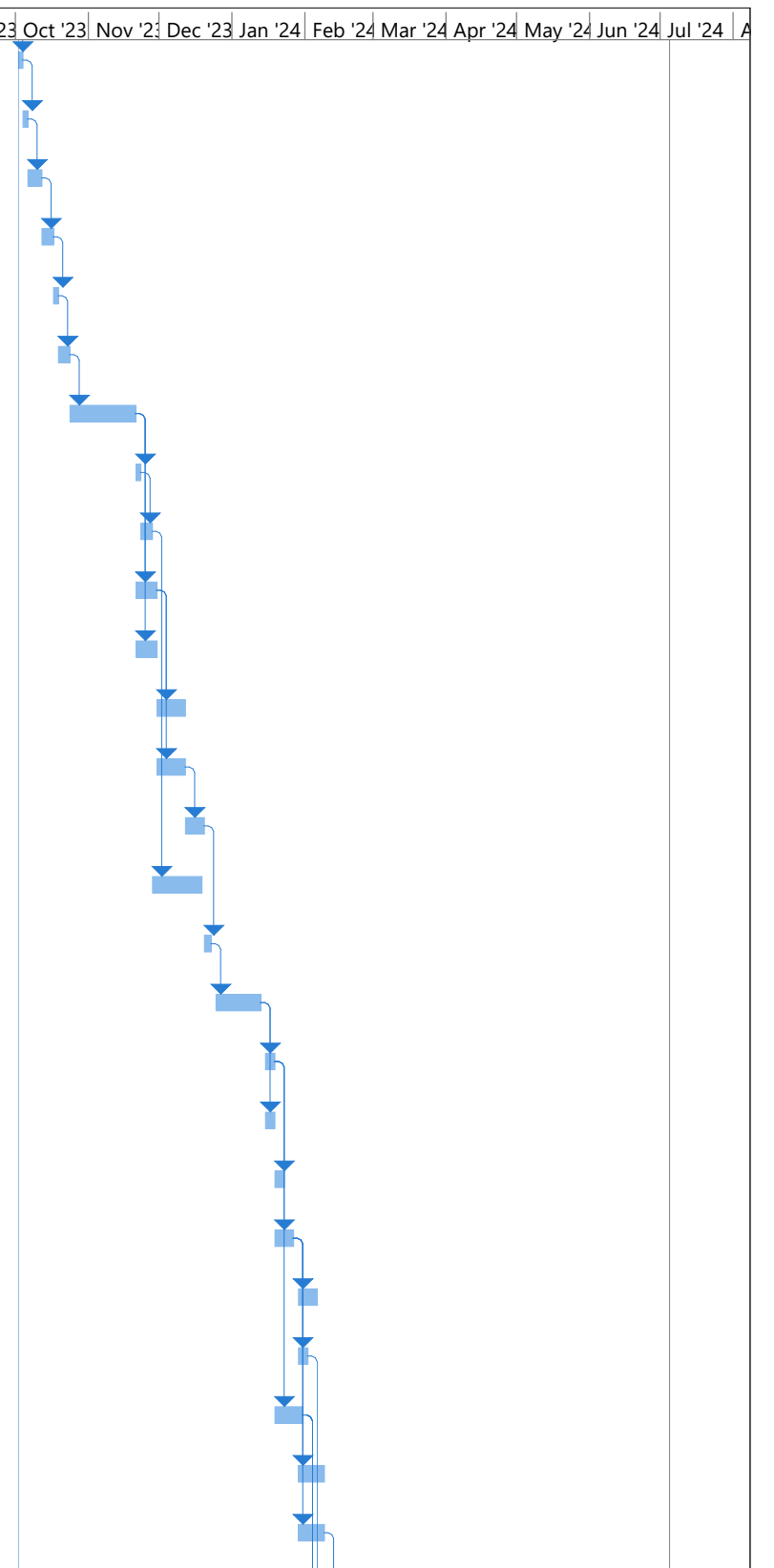
Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
153	→	Install passive house drywall barrier	3 days	Tue 11/21/23	Thu 11/23/23	151																				
154	→	Install drywall and channels	15 days	Fri 11/24/23	Thu 12/14/23	153																				
155	→	Prime coat	4 days	Fri 12/15/23	Wed 12/20/23	154																				
156	→	Install doors and frames	4 days	Fri 12/15/23	Wed 12/20/23	154																				
157	→	Install final stairs	2 days	Thu 12/21/23	Fri 12/22/23	155																				
158	→	Install flooring	6 days	Thu 12/21/23	Thu 12/28/23	155																				
159	→	Install Plumbing Fixtures	6 days	Fri 12/29/23	Fri 1/5/24	158																				
160	→	Install Cabinets	4 days	Fri 12/29/23	Wed 1/3/24	158																				
161	→	Finish paint	8 days	Thu 12/21/23	Mon 1/1/24	155																				
162	→	Finish HVAC	9 days	Fri 12/29/23	Wed 1/10/24	158																				
163	→	Finish electrical	9 days	Fri 12/29/23	Wed 1/10/24	158																				
164	→	Install counters	3 days	Thu 1/4/24	Mon 1/8/24	160																				
165	→	Install vinyl base	3 days	Tue 1/2/24	Thu 1/4/24	161																				
166	→	Install shelving	3 days	Tue 1/2/24	Thu 1/4/24	161																				
167	→	Install appliances	2 days	Tue 1/2/24	Wed 1/3/24	161																				
168	→	Install accessories	2 days	Tue 1/2/24	Wed 1/3/24	161																				
169	→	Install window treatments	2 days	Tue 1/2/24	Wed 1/3/24	161																				
170	→	Punchlist building	5 days	Thu 1/11/24	Wed 1/17/24	163																				
171	→	Building 1 - 6 Units	122 days	Wed 8/30/23	Thu 2/15/24																					
172	→	Excavate foundation	6 days	Wed 8/30/23	Wed 9/6/23	136																				
173	→	Build Up grade from Fill Removal	4 days	Thu 9/7/23	Tue 9/12/23	172																				
174	→	Install rigid insulation under footing	1 day	Wed 9/13/23	Wed 9/13/23	173																				
175	→	Form and pour footing	5 days	Thu 9/14/23	Wed 9/20/23	174																				
176	→	Form and pour walls	5 days	Thu 9/21/23	Wed 9/27/23	175																				
177	→	Install rigid insulation walls and footings	2 days	Thu 9/28/23	Fri 9/29/23	176																				



Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
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ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
178	Task	Backfill	2 days	Mon 10/2/23	Tue 10/3/23	177																				
179	Task	Underslab trenching	2 days	Wed 10/4/23	Thu 10/5/23	178																				
180	Task	Underslab piping	4 days	Fri 10/6/23	Wed 10/11/23	179																				
181	Task	prep for slab	3 days	Thu 10/12/23	Mon 10/16/23	180																				
182	Task	Install underslab insulation	2 days	Tue 10/17/23	Wed 10/18/23	181																				
183	Task	Form and pour slab and patios	3 days	Thu 10/19/23	Mon 10/23/23	182																				
184	Task	Frame Building	20 days	Tue 10/24/23	Mon 11/20/23	183																				
185	Task	Spray AVB exteior	2 days	Tue 11/21/23	Wed 11/22/23	184																				
186	Task	Install exterior windows	3 days	Thu 11/23/23	Mon 11/27/23	185																				
187	Task	Install Shingles and metal roof	7 days	Tue 11/21/23	Wed 11/29/23	184																				
188	Task	Rough in plumbing	7 days	Tue 11/21/23	Wed 11/29/23	184																				
189	Task	Rough in HVAC	8 days	Thu 11/30/23	Mon 12/11/23	187																				
190	Task	Rough in Electrical	8 days	Thu 11/30/23	Mon 12/11/23	187																				
191	Task	Insulate and Sprayfoam	6 days	Tue 12/12/23	Tue 12/19/23	190																				
192	Task	Install siding	15 days	Tue 11/28/23	Mon 12/18/23	186																				
193	Task	Install passive house drywall barrier	3 days	Wed 12/20/23	Fri 12/22/23	191																				
194	Task	Install drywall and channels	15 days	Mon 12/25/23	Fri 1/12/24	193																				
195	Task	Prime coat	4 days	Mon 1/15/24	Thu 1/18/24	194																				
196	Task	Install doors and frames	4 days	Mon 1/15/24	Thu 1/18/24	194																				
197	Task	Install final stairs	2 days	Fri 1/19/24	Mon 1/22/24	195																				
198	Task	Install flooring	6 days	Fri 1/19/24	Fri 1/26/24	195																				
199	Task	Install Plumbing Fixtures	6 days	Mon 1/29/24	Mon 2/5/24	198																				
200	Task	Install Cabinets	4 days	Mon 1/29/24	Thu 2/1/24	198																				
201	Task	Finish paint	8 days	Fri 1/19/24	Tue 1/30/24	195																				
202	Task	Finish HVAC	9 days	Mon 1/29/24	Thu 2/8/24	198																				
203	Task	Finish electrical	9 days	Mon 1/29/24	Thu 2/8/24	198																				



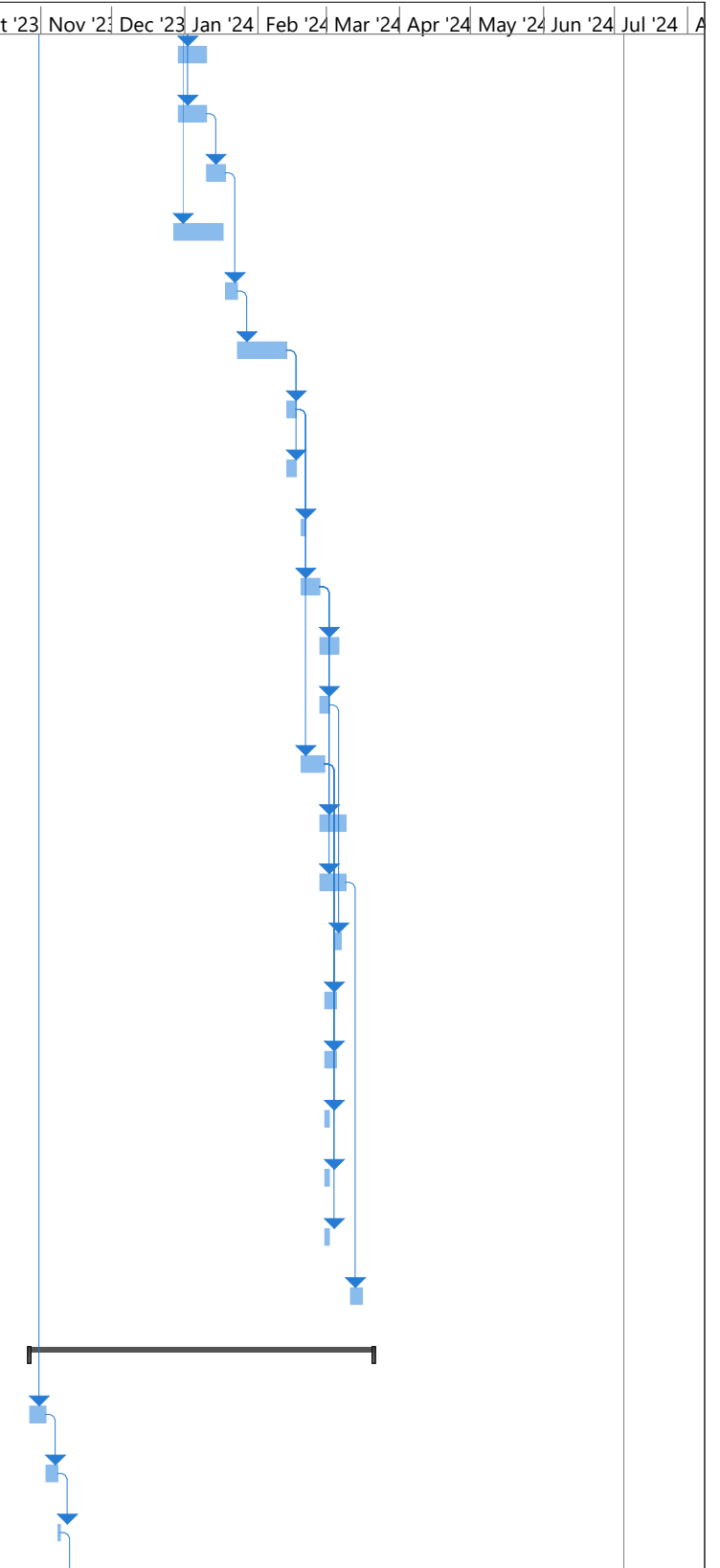
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	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
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ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
204	Task	Install counters	3 days	Fri 2/2/24	Tue 2/6/24	200																				
205	Task	Install vinyl base	3 days	Wed 1/31/24	Fri 2/2/24	201																				
206	Task	Install shelving	3 days	Wed 1/31/24	Fri 2/2/24	201																				
207	Task	Install appliances	2 days	Wed 1/31/24	Thu 2/1/24	201																				
208	Task	Install accessories	2 days	Wed 1/31/24	Thu 2/1/24	201																				
209	Task	Install window treatments	2 days	Wed 1/31/24	Thu 2/1/24	201																				
210	Task	Punchlist building	5 days	Fri 2/9/24	Thu 2/15/24	203																				
211	Task	Building 6 - 6 Units	122 days	Thu 9/28/23	Fri 3/15/24																					
212	Task	Excavate foundation	6 days	Thu 9/28/23	Thu 10/5/23	176																				
213	Task	Build Up grade from Fill Removal	4 days	Fri 10/6/23	Wed 10/11/23	212																				
214	Task	Install rigid insulation under footing	1 day	Thu 10/12/23	Thu 10/12/23	213																				
215	Task	Form and pour footing	5 days	Fri 10/13/23	Thu 10/19/23	214																				
216	Task	Form and pour walls	5 days	Fri 10/20/23	Thu 10/26/23	215																				
217	Task	Install rigid insulation walls and footings	2 days	Fri 10/27/23	Mon 10/30/23	216																				
218	Task	Backfill	2 days	Tue 10/31/23	Wed 11/1/23	217																				
219	Task	Underlsab trenching	2 days	Thu 11/2/23	Fri 11/3/23	218																				
220	Task	Underslab piping	4 days	Mon 11/6/23	Thu 11/9/23	219																				
221	Task	prep for slab	3 days	Fri 11/10/23	Tue 11/14/23	220																				
222	Task	Install underslab insulation	2 days	Wed 11/15/23	Thu 11/16/23	221																				
223	Task	Form and pour slab and patios	3 days	Fri 11/17/23	Tue 11/21/23	222																				
224	Task	Frame Building	20 days	Wed 11/22/23	Tue 12/19/23	223																				
225	Task	Spray AVB exteiror	2 days	Wed 12/20/23	Thu 12/21/23	224																				
226	Task	Install exterior windows	3 days	Fri 12/22/23	Tue 12/26/23	225																				
227	Task	Install Shingles, flat and metal roof	7 days	Wed 12/20/23	Thu 12/28/23	224																				
228	Task	Rough in plumbing and sprinkler	7 days	Wed 12/20/23	Thu 12/28/23	224																				

Project: MLK New Haven Sched
Date: Mon 11/21/22

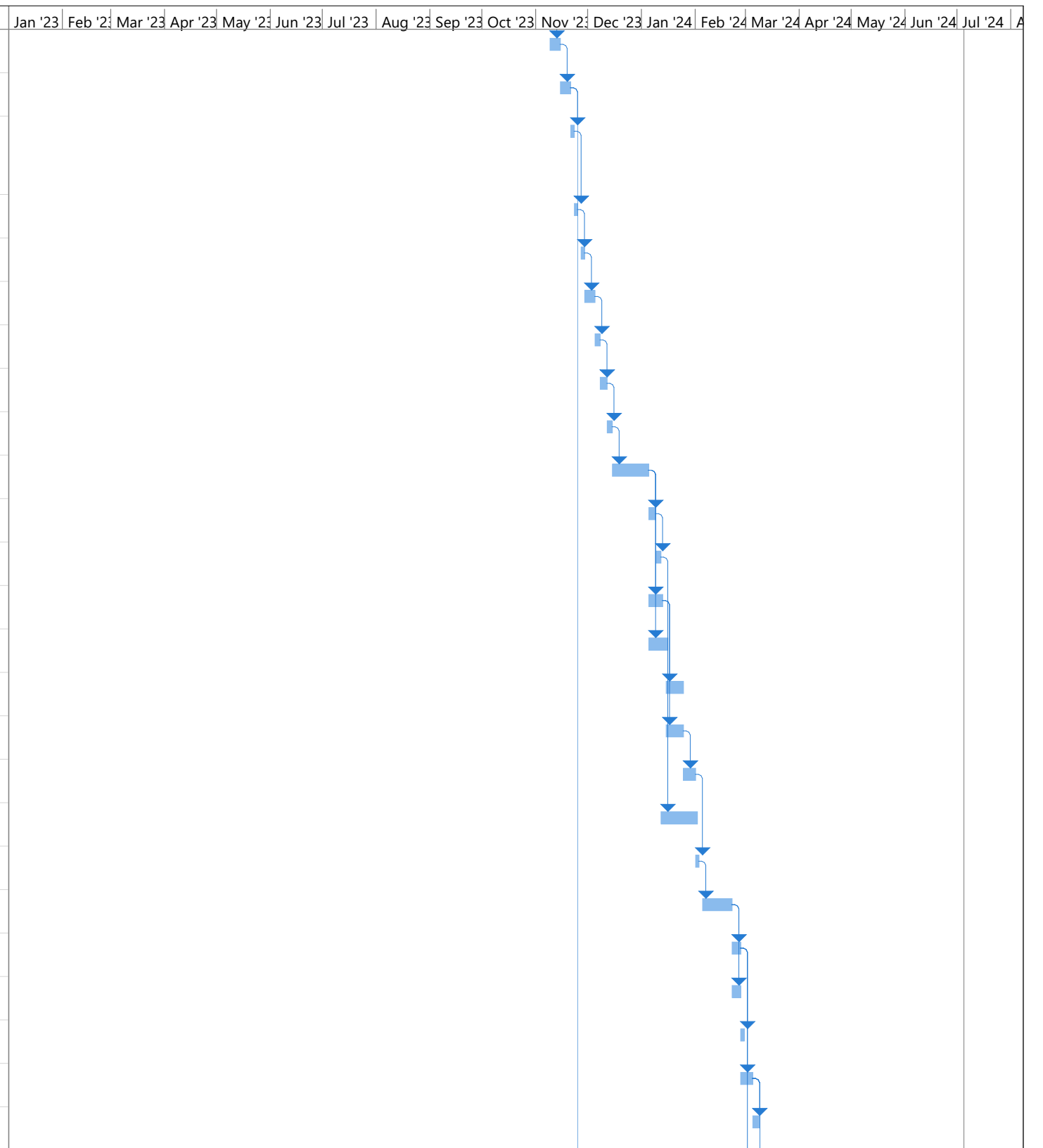
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Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	
229	→	Rough in HVAC	8 days	Fri 12/29/23	Tue 1/9/24	227																					
230	→	Rough in Electrical	8 days	Fri 12/29/23	Tue 1/9/24	227																					
231	→	Insulate and Sprayfoam	6 days	Wed 1/10/24	Wed 1/17/24	230																					
232	→	Install siding	15 days	Wed 12/27/23	Tue 1/16/24	226																					
233	→	Install passive house drywall barrier	3 days	Thu 1/18/24	Mon 1/22/24	231																					
234	→	Install drywall and channels	15 days	Tue 1/23/24	Mon 2/12/24	233																					
235	→	Prime coat	4 days	Tue 2/13/24	Fri 2/16/24	234																					
236	→	Install doors and frames	4 days	Tue 2/13/24	Fri 2/16/24	234																					
237	→	Install final stairs	2 days	Mon 2/19/24	Tue 2/20/24	235																					
238	→	Install flooring	6 days	Mon 2/19/24	Mon 2/26/24	235																					
239	→	Install Plumbing Fixtures	6 days	Tue 2/27/24	Tue 3/5/24	238																					
240	→	Install Cabinets	4 days	Tue 2/27/24	Fri 3/1/24	238																					
241	→	Finish paint	8 days	Mon 2/19/24	Wed 2/28/24	235																					
242	→	Finish HVAC	9 days	Tue 2/27/24	Fri 3/8/24	238																					
243	→	Finish electrical	9 days	Tue 2/27/24	Fri 3/8/24	238																					
244	→	Install counters	3 days	Mon 3/4/24	Wed 3/6/24	240																					
245	→	Install vinyl base	3 days	Thu 2/29/24	Mon 3/4/24	241																					
246	→	Install shelving	3 days	Thu 2/29/24	Mon 3/4/24	241																					
247	→	Install appliances	2 days	Thu 2/29/24	Fri 3/1/24	241																					
248	→	Install accessories	2 days	Thu 2/29/24	Fri 3/1/24	241																					
249	→	Install window treatments	2 days	Thu 2/29/24	Fri 3/1/24	241																					
250	→	Punchlist building	5 days	Mon 3/11/24	Fri 3/15/24	243																					
251	→	Building 7 - 4 Units	104 days	Fri 10/27/23	Wed 3/20/24																						
252	→	Excavate foundation	5 days	Fri 10/27/23	Thu 11/2/23	216																					
253	→	Build Up grade from Fill Removal	3 days	Fri 11/3/23	Tue 11/7/23	252																					
254	→	Install rigid insulation under footing	1 day	Wed 11/8/23	Wed 11/8/23	253																					



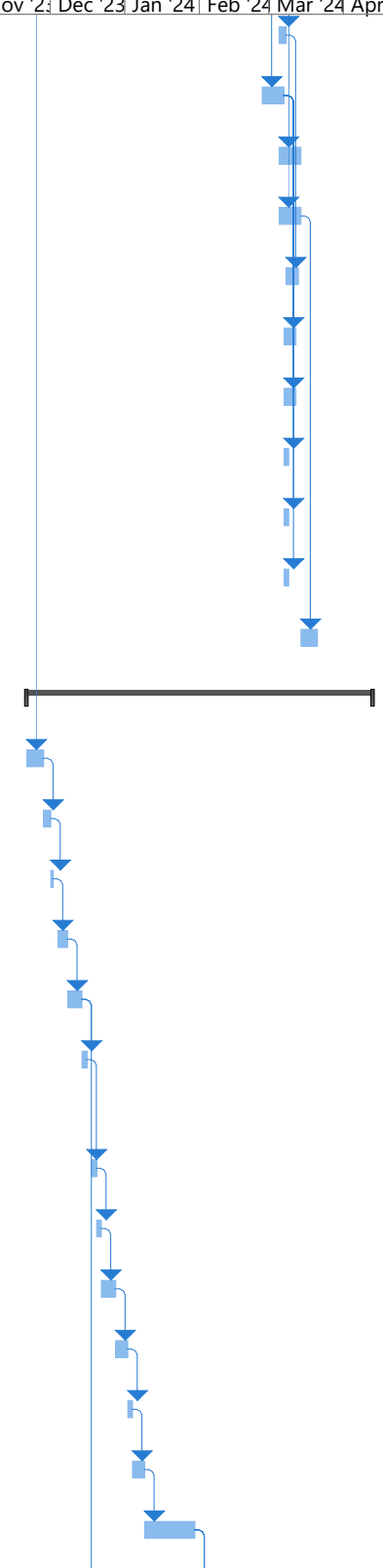
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ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
255	Form and pour footing	4 days	Thu 11/9/23	Tue 11/14/23	254																					
256	Form and pour walls	4 days	Wed 11/15/23	Mon 11/20/23	255																					
257	Install rigid insulation walls and footings	2 days	Tue 11/21/23	Wed 11/22/23	256																					
258	Backfill	2 days	Thu 11/23/23	Fri 11/24/23	257																					
259	Underlsab trenching	2 days	Mon 11/27/23	Tue 11/28/23	258																					
260	Underslab piping	4 days	Wed 11/29/23	Mon 12/4/23	259																					
261	prep for slab	3 days	Tue 12/5/23	Thu 12/7/23	260																					
262	Install underslab insulation	2 days	Fri 12/8/23	Mon 12/11/23	261																					
263	Form and pour slab and patios	3 days	Tue 12/12/23	Thu 12/14/23	262																					
264	Frame Building	15 days	Fri 12/15/23	Thu 1/4/24	263																					
265	Spray AVB exteior	2 days	Fri 1/5/24	Mon 1/8/24	264																					
266	Install exterior windows	3 days	Tue 1/9/24	Thu 1/11/24	265																					
267	Install Shingles and metal	6 days	Fri 1/5/24	Fri 1/12/24	264																					
268	Rough in plumbing	7 days	Fri 1/5/24	Mon 1/15/24	264																					
269	Rough in HVAC	8 days	Mon 1/15/24	Wed 1/24/24	267																					
270	Rough in Electrical	8 days	Mon 1/15/24	Wed 1/24/24	267																					
271	Insulate and Sprayfoam	5 days	Thu 1/25/24	Wed 1/31/24	270																					
272	Install siding	15 days	Fri 1/12/24	Thu 2/1/24	266																					
273	Install passive house drywall barrier	2 days	Thu 2/1/24	Fri 2/2/24	271																					
274	Install drywall and channels	13 days	Mon 2/5/24	Wed 2/21/24	273																					
275	Prime coat	3 days	Thu 2/22/24	Mon 2/26/24	274																					
276	Install doors and frames	3 days	Thu 2/22/24	Mon 2/26/24	274																					
277	Install final stairs	2 days	Tue 2/27/24	Wed 2/28/24	275																					
278	Install flooring	5 days	Tue 2/27/24	Mon 3/4/24	275																					
279	Install Plumbing Fixtures	4 days	Tue 3/5/24	Fri 3/8/24	278																					



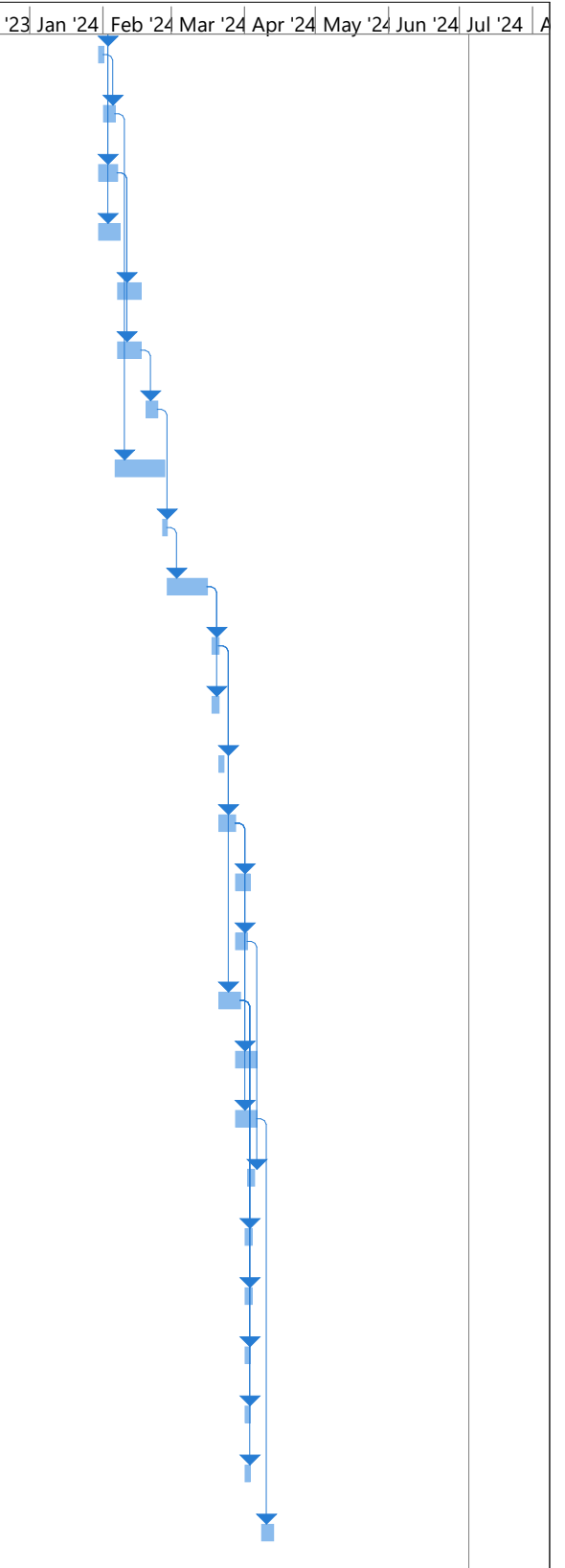
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ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
280	Task	Install Cabinets	3 days	Tue 3/5/24	Thu 3/7/24	278																				
281	Task	Finish paint	7 days	Tue 2/27/24	Wed 3/6/24	275																				
282	Task	Finish HVAC	7 days	Tue 3/5/24	Wed 3/13/24	278																				
283	Task	Finish electrical	7 days	Tue 3/5/24	Wed 3/13/24	278																				
284	Task	Install counters	3 days	Fri 3/8/24	Tue 3/12/24	280																				
285	Task	Install vinyl base	3 days	Thu 3/7/24	Mon 3/11/24	281																				
286	Task	Install shelving	3 days	Thu 3/7/24	Mon 3/11/24	281																				
287	Task	Install appliances	2 days	Thu 3/7/24	Fri 3/8/24	281																				
288	Task	Install accessories	2 days	Thu 3/7/24	Fri 3/8/24	281																				
289	Task	Install window treatments	2 days	Thu 3/7/24	Fri 3/8/24	281																				
290	Task	Punchlist building	5 days	Thu 3/14/24	Wed 3/20/24	283																				
291	Task	Building 8 - 4 Units	104 days	Tue 11/21/23	Fri 4/12/24																					
292	Task	Excavate foundation	5 days	Tue 11/21/23	Mon 11/27/23	256																				
293	Task	Build Up grade from Fill Removal	3 days	Tue 11/28/23	Thu 11/30/23	292																				
294	Task	Install rigid insulation under footing	1 day	Fri 12/1/23	Fri 12/1/23	293																				
295	Task	Form and pour footing	4 days	Mon 12/4/23	Thu 12/7/23	294																				
296	Task	Form and pour walls	4 days	Fri 12/8/23	Wed 12/13/23	295																				
297	Task	Install rigid insulation walls and footings	2 days	Thu 12/14/23	Fri 12/15/23	296																				
298	Task	Backfill	2 days	Mon 12/18/23	Tue 12/19/23	297																				
299	Task	Underslab trenching	2 days	Wed 12/20/23	Thu 12/21/23	298																				
300	Task	Underslab piping	4 days	Fri 12/22/23	Wed 12/27/23	299																				
301	Task	prep for slab	3 days	Thu 12/28/23	Mon 1/1/24	300																				
302	Task	Install underslab insulation	2 days	Tue 1/2/24	Wed 1/3/24	301																				
303	Task	Form and pour slab and patios	3 days	Thu 1/4/24	Mon 1/8/24	302																				
304	Task	Frame Building	15 days	Tue 1/9/24	Mon 1/29/24	303																				



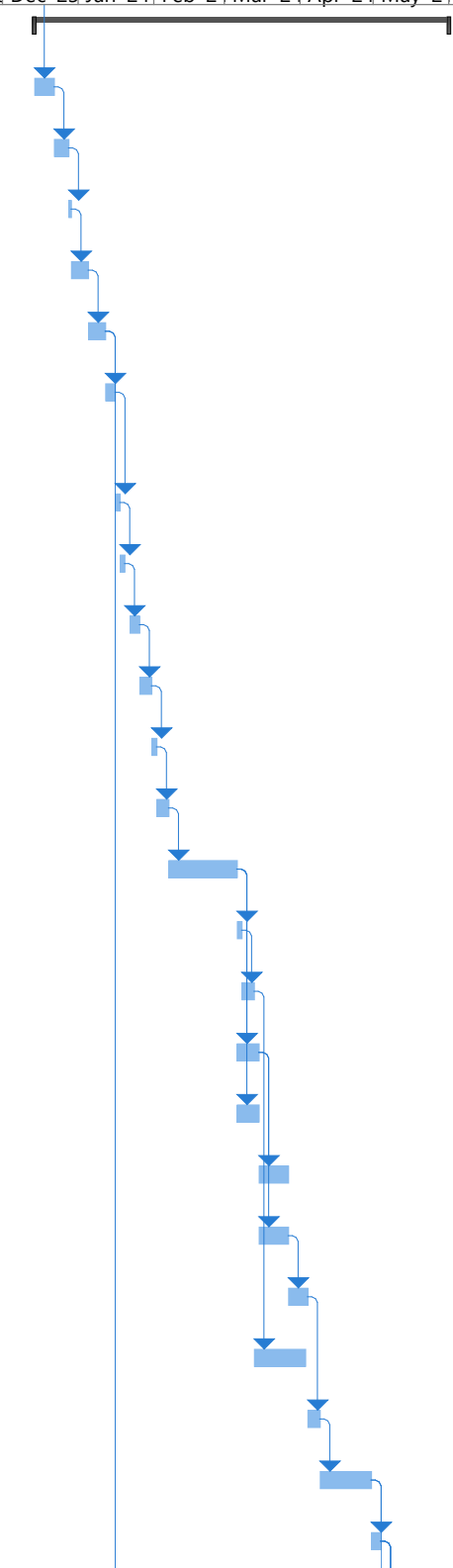
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ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	
305	→	Spray AVB exterior	2 days	Tue 1/30/24	Wed 1/31/24	304														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
306	→	Install exterior windows	3 days	Thu 2/1/24	Mon 2/5/24	305														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
307	→	Install Shingles and metal	6 days	Tue 1/30/24	Tue 2/6/24	304														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
308	→	Rough in plumbing	7 days	Tue 1/30/24	Wed 2/7/24	304														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
309	→	Rough in HVAC	8 days	Wed 2/7/24	Fri 2/16/24	307														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
310	→	Rough in Electrical	8 days	Wed 2/7/24	Fri 2/16/24	307														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
311	→	Insulate and Sprayfoam	5 days	Mon 2/19/24	Fri 2/23/24	310														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
312	→	Install siding	15 days	Tue 2/6/24	Mon 2/26/24	306														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
313	→	Install passive house drywall barrier	2 days	Mon 2/26/24	Tue 2/27/24	311														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
314	→	Install drywall and channels	13 days	Wed 2/28/24	Fri 3/15/24	313														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
315	→	Prime coat	3 days	Mon 3/18/24	Wed 3/20/24	314														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
316	→	Install doors and frames	3 days	Mon 3/18/24	Wed 3/20/24	314														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
317	→	Install final stairs	2 days	Thu 3/21/24	Fri 3/22/24	315														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
318	→	Install flooring	5 days	Thu 3/21/24	Wed 3/27/24	315														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
319	→	Install Plumbing Fixtures	4 days	Thu 3/28/24	Tue 4/2/24	318														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
320	→	Install Cabinets	3 days	Thu 3/28/24	Mon 4/1/24	318														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
321	→	Finish paint	7 days	Thu 3/21/24	Fri 3/29/24	315														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
322	→	Finish HVAC	7 days	Thu 3/28/24	Fri 4/5/24	318														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
323	→	Finish electrical	7 days	Thu 3/28/24	Fri 4/5/24	318														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
324	→	Install counters	3 days	Tue 4/2/24	Thu 4/4/24	320														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
325	→	Install vinyl base	3 days	Mon 4/1/24	Wed 4/3/24	321														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
326	→	Install shelving	3 days	Mon 4/1/24	Wed 4/3/24	321														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
327	→	Install appliances	2 days	Mon 4/1/24	Tue 4/2/24	321														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
328	→	Install accessories	2 days	Mon 4/1/24	Tue 4/2/24	321														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
329	→	Install window treatments	2 days	Mon 4/1/24	Tue 4/2/24	321														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
330	→	Punchlist building	5 days	Mon 4/8/24	Fri 4/12/24	323														Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24



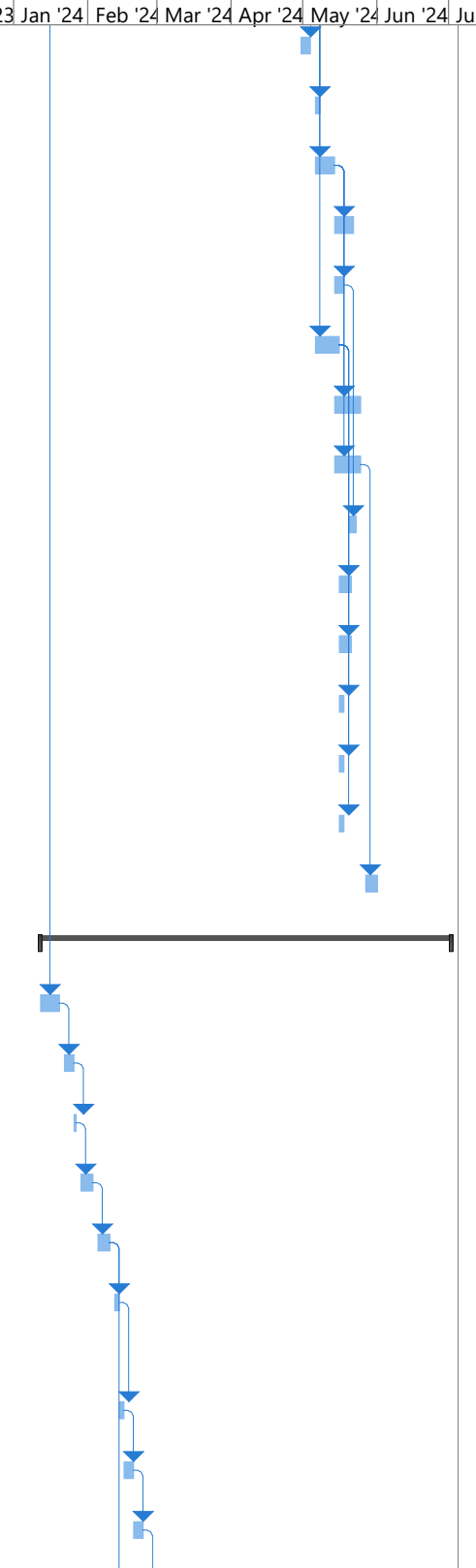
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ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
331		Building 9 - 6 Units	122 days	Thu 12/14/23	Fri 5/31/24																					
332		Excavate foundation	6 days	Thu 12/14/23	Thu 12/21/23	296																				
333		Build Up grade from Fill Removal	4 days	Fri 12/22/23	Wed 12/27/23	332																				
334		Install rigid insulation under footing	1 day	Thu 12/28/23	Thu 12/28/23	333																				
335		Form and pour footing	5 days	Fri 12/29/23	Thu 1/4/24	334																				
336		Form and pour walls	5 days	Fri 1/5/24	Thu 1/11/24	335																				
337		Install rigid insulation walls and footings	2 days	Fri 1/12/24	Mon 1/15/24	336																				
338		Backfill	2 days	Tue 1/16/24	Wed 1/17/24	337																				
339		Underlsab trenching	2 days	Thu 1/18/24	Fri 1/19/24	338																				
340		Underslab piping	4 days	Mon 1/22/24	Thu 1/25/24	339																				
341		prep for slab	3 days	Fri 1/26/24	Tue 1/30/24	340																				
342		Install underslab insulation	2 days	Wed 1/31/24	Thu 2/1/24	341																				
343		Form and pour slab and patios	3 days	Fri 2/2/24	Tue 2/6/24	342																				
344		Frame Building	20 days	Wed 2/7/24	Tue 3/5/24	343																				
345		Spray AVB exteior	2 days	Wed 3/6/24	Thu 3/7/24	344																				
346		Install exterior windows	3 days	Fri 3/8/24	Tue 3/12/24	345																				
347		Install Shingles and metal roof	7 days	Wed 3/6/24	Thu 3/14/24	344																				
348		Rough in plumbing	7 days	Wed 3/6/24	Thu 3/14/24	344																				
349		Rough in HVAC	8 days	Fri 3/15/24	Tue 3/26/24	347																				
350		Rough in Electrical	8 days	Fri 3/15/24	Tue 3/26/24	347																				
351		Insulate and Sprayfoam	6 days	Wed 3/27/24	Wed 4/3/24	350																				
352		Install siding	15 days	Wed 3/13/24	Tue 4/2/24	346																				
353		Install passive house drywall barrier	3 days	Thu 4/4/24	Mon 4/8/24	351																				
354		Install drywall and channels	15 days	Tue 4/9/24	Mon 4/29/24	353																				
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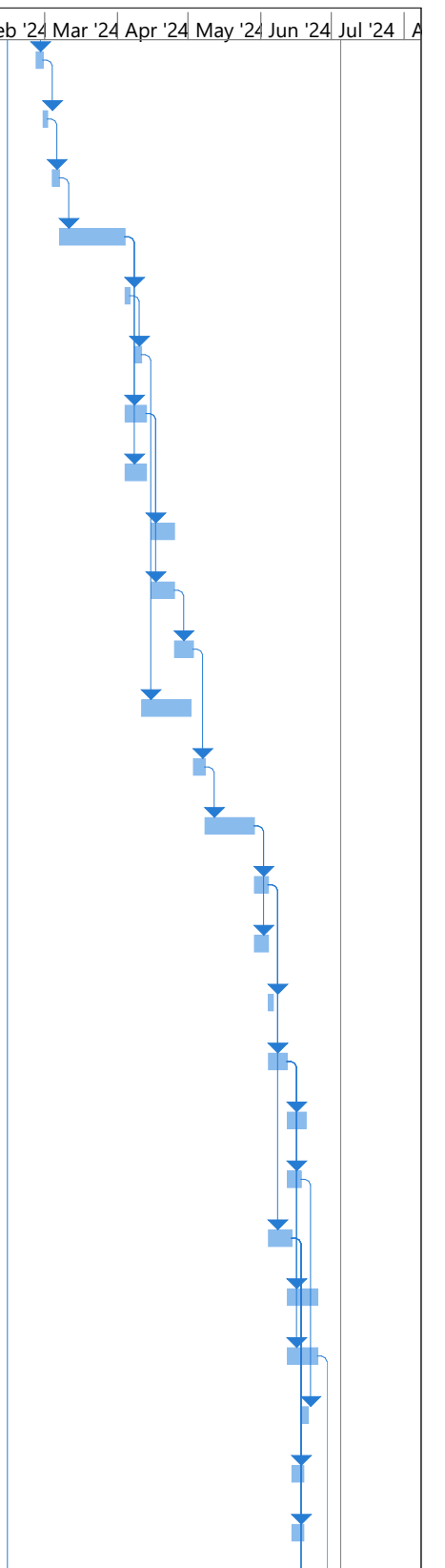
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ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
356	Task	Install doors and frames	4 days	Tue 4/30/24	Fri 5/3/24	354																				
357	Task	Install final stairs	2 days	Mon 5/6/24	Tue 5/7/24	355																				
358	Task	Install flooring	6 days	Mon 5/6/24	Mon 5/13/24	355																				
359	Task	Install Plumbing Fixtures	6 days	Tue 5/14/24	Tue 5/21/24	358																				
360	Task	Install Cabinets	4 days	Tue 5/14/24	Fri 5/17/24	358																				
361	Task	Finish paint	8 days	Mon 5/6/24	Wed 5/15/24	355																				
362	Task	Finish HVAC	9 days	Tue 5/14/24	Fri 5/24/24	358																				
363	Task	Finish electrical	9 days	Tue 5/14/24	Fri 5/24/24	358																				
364	Task	Install counters	3 days	Mon 5/20/24	Wed 5/22/24	360																				
365	Task	Install vinyl base	3 days	Thu 5/16/24	Mon 5/20/24	361																				
366	Task	Install shelving	3 days	Thu 5/16/24	Mon 5/20/24	361																				
367	Task	Install appliances	2 days	Thu 5/16/24	Fri 5/17/24	361																				
368	Task	Install accessories	2 days	Thu 5/16/24	Fri 5/17/24	361																				
369	Task	Install window treatments	2 days	Thu 5/16/24	Fri 5/17/24	361																				
370	Task	Punchlist building	5 days	Mon 5/27/24	Fri 5/31/24	363																				
371	Task	Building 10 - 6 Units	122 days	Fri 1/12/24	Mon 7/1/24																					
372	Task	Excavate foundation	6 days	Fri 1/12/24	Fri 1/19/24	336																				
373	Task	Build Up grade from Fill Removal	4 days	Mon 1/22/24	Thu 1/25/24	372																				
374	Task	Install rigid insulation under footing	1 day	Fri 1/26/24	Fri 1/26/24	373																				
375	Task	Form and pour footing	5 days	Mon 1/29/24	Fri 2/2/24	374																				
376	Task	Form and pour walls	5 days	Mon 2/5/24	Fri 2/9/24	375																				
377	Task	Install rigid insulation walls and footings	2 days	Mon 2/12/24	Tue 2/13/24	376																				
378	Task	Backfill	2 days	Wed 2/14/24	Thu 2/15/24	377																				
379	Task	Underlsab trenching	2 days	Fri 2/16/24	Mon 2/19/24	378																				
380	Task	Underslab piping	4 days	Tue 2/20/24	Fri 2/23/24	379																				



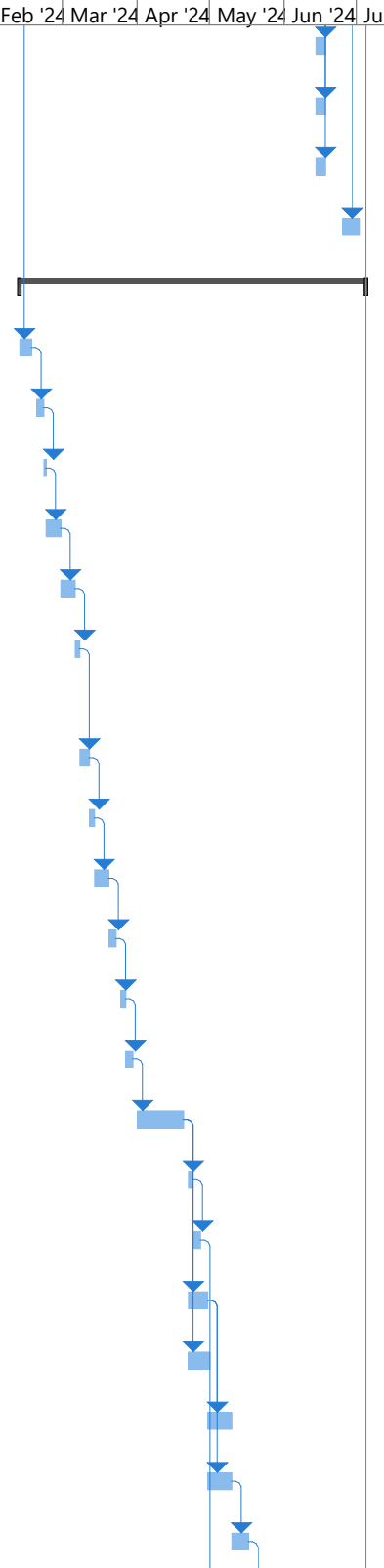
Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	
381	→	prep for slab	3 days	Mon 2/26/24	Wed 2/28/24	380																					
382	→	Install underslab insulation	2 days	Thu 2/29/24	Fri 3/1/24	381																					
383	→	Form and pour slab and patios	3 days	Mon 3/4/24	Wed 3/6/24	382																					
384	→	Frame Building	20 days	Thu 3/7/24	Wed 4/3/24	383																					
385	→	Spray AVB exteior	2 days	Thu 4/4/24	Fri 4/5/24	384																					
386	→	Install exterior windows	3 days	Mon 4/8/24	Wed 4/10/24	385																					
387	→	Install Shingles and metal roof	7 days	Thu 4/4/24	Fri 4/12/24	384																					
388	→	Rough in plumbing	7 days	Thu 4/4/24	Fri 4/12/24	384																					
389	→	Rough in HVAC	8 days	Mon 4/15/24	Wed 4/24/24	387																					
390	→	Rough in Electrical	8 days	Mon 4/15/24	Wed 4/24/24	387																					
391	→	Insulate and Sprayfoam	6 days	Thu 4/25/24	Thu 5/2/24	390																					
392	→	Install siding	15 days	Thu 4/11/24	Wed 5/1/24	386																					
393	→	Install passive house drywall barrier	3 days	Fri 5/3/24	Tue 5/7/24	391																					
394	→	Install drywall and channels	15 days	Wed 5/8/24	Tue 5/28/24	393																					
395	→	Prime coat	4 days	Wed 5/29/24	Mon 6/3/24	394																					
396	→	Install doors and frames	4 days	Wed 5/29/24	Mon 6/3/24	394																					
397	→	Install final stairs	2 days	Tue 6/4/24	Wed 6/5/24	395																					
398	→	Install flooring	6 days	Tue 6/4/24	Tue 6/11/24	395																					
399	→	Install Plumbing Fixtures	6 days	Wed 6/12/24	Wed 6/19/24	398																					
400	→	Install Cabinets	4 days	Wed 6/12/24	Mon 6/17/24	398																					
401	→	Finish paint	8 days	Tue 6/4/24	Thu 6/13/24	395																					
402	→	Finish HVAC	9 days	Wed 6/12/24	Mon 6/24/24	398																					
403	→	Finish electrical	9 days	Wed 6/12/24	Mon 6/24/24	398																					
404	→	Install counters	3 days	Tue 6/18/24	Thu 6/20/24	400																					
405	→	Install vinyl base	3 days	Fri 6/14/24	Tue 6/18/24	401																					
406	→	Install shelving	3 days	Fri 6/14/24	Tue 6/18/24	401																					



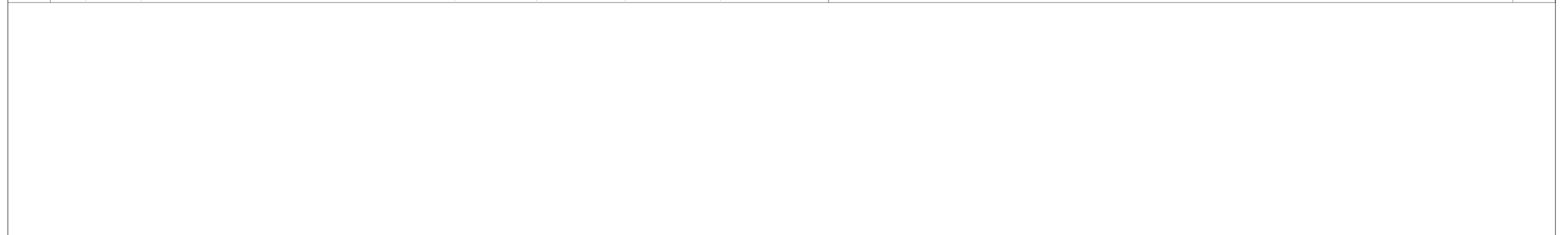
Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
407	Task	Install appliances	2 days	Fri 6/14/24	Mon 6/17/24	401																				
408	Task	Install accessories	2 days	Fri 6/14/24	Mon 6/17/24	401																				
409	Task	Install window treatments	2 days	Fri 6/14/24	Mon 6/17/24	401																				
410	Task	Punchlist building	5 days	Tue 6/25/24	Mon 7/1/24	403																				
411	Task	Building 11 - 4 Units	104 days	Mon 2/12/24	Thu 7/4/24																					
412	Task	Excavate foundation	5 days	Mon 2/12/24	Fri 2/16/24	376																				
413	Task	Build Up grade from Fill Removal	3 days	Mon 2/19/24	Wed 2/21/24	412																				
414	Task	Install rigid insulation under footing	1 day	Thu 2/22/24	Thu 2/22/24	413																				
415	Task	Form and pour footing	4 days	Fri 2/23/24	Wed 2/28/24	414																				
416	Task	Form and pour walls	4 days	Thu 2/29/24	Tue 3/5/24	415																				
417	Task	Install rigid insulation walls and footings	2 days	Wed 3/6/24	Thu 3/7/24	416																				
418	Task	Backfill	2 days	Fri 3/8/24	Mon 3/11/24	417																				
419	Task	Underlsab trenching	2 days	Tue 3/12/24	Wed 3/13/24	418																				
420	Task	Underslab piping	4 days	Thu 3/14/24	Tue 3/19/24	419																				
421	Task	prep for slab	3 days	Wed 3/20/24	Fri 3/22/24	420																				
422	Task	Install underslab insulation	2 days	Mon 3/25/24	Tue 3/26/24	421																				
423	Task	Form and pour slab and patios	3 days	Wed 3/27/24	Fri 3/29/24	422																				
424	Task	Frame Building	15 days	Mon 4/1/24	Fri 4/19/24	423																				
425	Task	Spray AVB exteior	2 days	Mon 4/22/24	Tue 4/23/24	424																				
426	Task	Install exterior windows	3 days	Wed 4/24/24	Fri 4/26/24	425																				
427	Task	Install Shingles and metal	6 days	Mon 4/22/24	Mon 4/29/24	424																				
428	Task	Rough in plumbing	7 days	Mon 4/22/24	Tue 4/30/24	424																				
429	Task	Rough in HVAC	8 days	Tue 4/30/24	Thu 5/9/24	427																				
430	Task	Rough in Electrical	8 days	Tue 4/30/24	Thu 5/9/24	427																				
431	Task	Insulate and Sprayfoam	5 days	Fri 5/10/24	Thu 5/16/24	430																				



Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24
432		Install siding	15 days	Mon 4/29/24	Fri 5/17/24	426																				
433		Install passive house drywall barrier	2 days	Fri 5/17/24	Mon 5/20/24	431																				
434		Install drywall and channels	13 days	Tue 5/21/24	Thu 6/6/24	433																				
435		Prime coat	3 days	Fri 6/7/24	Tue 6/11/24	434																				
436		Install doors and frames	3 days	Fri 6/7/24	Tue 6/11/24	434																				
437		Install final stairs	2 days	Wed 6/12/24	Thu 6/13/24	435																				
438		Install flooring	5 days	Wed 6/12/24	Tue 6/18/24	435																				
439		Install Plumbing Fixtures	4 days	Wed 6/19/24	Mon 6/24/24	438																				
440		Install Cabinets	3 days	Wed 6/19/24	Fri 6/21/24	438																				
441		Finish paint	7 days	Wed 6/12/24	Thu 6/20/24	435																				
442		Finish HVAC	7 days	Wed 6/19/24	Thu 6/27/24	438																				
443		Finish electrical	7 days	Wed 6/19/24	Thu 6/27/24	438																				
444		Install counters	3 days	Mon 6/24/24	Wed 6/26/24	440																				
445		Install vinyl base	3 days	Fri 6/21/24	Tue 6/25/24	441																				
446		Install shelving	3 days	Fri 6/21/24	Tue 6/25/24	441																				
447		Install appliances	2 days	Fri 6/21/24	Mon 6/24/24	441																				
448		Install accessories	2 days	Fri 6/21/24	Mon 6/24/24	441																				
449		Install window treatments	2 days	Fri 6/21/24	Mon 6/24/24	441																				
450		Punchlist building	5 days	Fri 6/28/24	Thu 7/4/24	443																				



Project: MLK New Haven Sched Date: Mon 11/21/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

CHFA DOH CONSOLIDATED APPLICATION



Exhibit 4.9.c - EXPLODED TRADE PAYMENT BREAKDOWN



Version 2018.3

Submission Date:
October 31, 2019

IMPORTANT: The Exploded Trade Payment Breakdown must be prepared by an architect, general contractor, or cost estimation consultant (except for HTCC applications)(For CHFA Special Programs applicants please contact your Asset Manager). Include the identity and contact information of the party that prepared the Exploded Trade Payment Breakdown in the space provided at the bottom of the form.

DEVELOPMENT NAME		West River Housing Company LLC				APPLICANT		The National Housing Partnership		
		RESIDENTIAL				COMMERCIAL				COMBINED
DIVISION	TRADE ITEM	Unit	Unit Cost	Quantity	TOTAL	Unit	Unit Cost	Quantity	TOTAL	TOTAL
01 GENERAL REQUIREMENTS										
General Requirements	Project Manager	MO	\$18,000.00	15	\$270,000.00				\$0.00	\$270,000.00
	Superintendent	MO	\$16,000.00	15	\$240,000.00				\$0.00	\$240,000.00
	Secretary	MO	\$10,000.00	14	\$140,000.00				\$0.00	\$140,000.00
	Vehicle Expense	MO	\$350.00	14	\$4,900.00				\$0.00	\$4,900.00
	Travel Expense	MO	\$400.00	14	\$5,600.00				\$0.00	\$5,600.00
	Snow Removal				\$0.00				\$0.00	\$0.00
	OSHA Protection				\$0.00				\$0.00	\$0.00
	Survey & Layout (Site & Bldg.)	SF	\$0.40	100,000	\$40,000.00				\$0.00	\$40,000.00
	Weather Protection				\$0.00				\$0.00	\$0.00
	Project Photographs	MO	\$300.00	14	\$4,200.00				\$0.00	\$4,200.00
	Dumpsters	ea	\$650.00	56	\$36,400.00				\$0.00	\$36,400.00
	Record Drawings				\$0.00				\$0.00	\$0.00
	Broken Glass Repair				\$0.00				\$0.00	\$0.00
	Temporary Toilets	MO	\$700.00	14	\$9,800.00				\$0.00	\$9,800.00
	Temporary Fencing	LF	\$5.50	2,200	\$12,100.00				\$0.00	\$12,100.00
	Temporary Heat (Winter Cond'n)				\$0.00				\$0.00	\$0.00
	Temporary Power	MO	\$800.00	14	\$11,200.00				\$0.00	\$11,200.00
	Temporary Water	MO	\$150.00	14	\$2,100.00				\$0.00	\$2,100.00
	Temporary Office	MO	\$2,000.00	14	\$28,000.00				\$0.00	\$28,000.00
	Temporary Telephone	MO	\$150.00	14	\$2,100.00				\$0.00	\$2,100.00
Temporary Fire Protection				\$0.00				\$0.00	\$0.00	
Tests & Inspect'ns (Unless Spec'd)				\$0.00				\$0.00	\$0.00	
Construction Sign	ea	\$1,160.00	1	\$1,160.00				\$0.00	\$1,160.00	
Materials Storage				\$0.00				\$0.00	\$0.00	
Others				\$0.00				\$0.00	\$0.00	
SUBTOTAL:					\$807,560.00				\$0.00	\$807,560.00
TOTAL FOR GENERAL REQUIREMENTS:					\$807,560.00				\$0.00	\$807,560.00
02 ENVIRONMENTAL										
Environmental Site Clean-Up	Removal of Unsuitable Soils				\$0.00				\$0.00	\$0.00
	Others (Remove GPR Anomalies)				\$0.00				\$0.00	\$0.00
	SUBTOTAL:					\$0.00			\$0.00	\$0.00
Environmental Building Remediation	Lead-Based Paint Removal				\$0.00				\$0.00	\$0.00
	PCB's				\$0.00				\$0.00	\$0.00
	Asbestos Removal				\$0.00				\$0.00	\$0.00
	Universal Waste				\$0.00				\$0.00	\$0.00
	Radon Remediation				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$0.00			\$0.00	\$0.00	
02 SITE WORK										
Site Utilities	Water Supply	LF	\$204.00	2,101	\$428,604.00				\$0.00	\$428,604.00
	Sanitary Sewer	LF	\$81.76	2,446	\$199,984.96				\$0.00	\$199,984.96
	Storm Sewer	LF	\$173.00	6,610	\$1,143,530.00				\$0.00	\$1,143,530.00
	Gas				\$0.00				\$0.00	\$0.00
	Electric Trenching	LF	\$15.00	2,500	\$37,500.00				\$0.00	\$37,500.00
	Electric conduit and wire				\$0.00				\$0.00	\$0.00
	Offsite				\$0.00				\$0.00	\$0.00
	Others (Underslab trench)	LF	\$15.00	2,760	\$41,400.00				\$0.00	\$41,400.00
	SUBTOTAL:					\$1,851,018.96			\$0.00	\$1,851,018.96
Grading & Excavation	Clearing & Grubbing	SF	\$1.50	6,979	\$10,468.50				\$0.00	\$10,468.50
	Cut & Fill	CY	\$15.00	4,867	\$73,005.00				\$0.00	\$73,005.00
	Rock Excavation				\$0.00				\$0.00	\$0.00
	Foundation Excavation & Backfill	EA	\$11,500.00	11	\$126,500.00				\$0.00	\$126,500.00
	Trenching	LF	\$8.00	9,200	\$73,600.00				\$0.00	\$73,600.00
	Build up and prep for slab	CY	\$55.00	6,982	\$384,010.00				\$0.00	\$384,010.00
SUBTOTAL:					\$667,583.50			\$0.00	\$667,583.50	
Paving Walks & Signs	Bituminous Paving	SY	\$44.00	2,704	\$118,976.00				\$0.00	\$118,976.00
	Boxing Out Paving	CY	\$57.00	1,650	\$94,050.00				\$0.00	\$94,050.00
	Rough / Binder Course				\$0.00				\$0.00	\$0.00
	Finish Coat				\$0.00				\$0.00	\$0.00
	Curbing	LF	\$37.00	1,667	\$61,679.00				\$0.00	\$61,679.00
	Signs	ea	\$1,200.00	19	\$22,800.00				\$0.00	\$22,800.00
	Concrete Walks and Steps	sf	\$16.00	25,182	\$402,912.00				\$0.00	\$402,912.00
Granite curb	LF	\$70.00	232	\$16,240.00				\$0.00	\$16,240.00	
SUBTOTAL:					\$716,657.00			\$0.00	\$716,657.00	
Unusual Site Conditions	Rock Excavation				\$0.00				\$0.00	\$0.00
	Unsuitable Soil				\$0.00				\$0.00	\$0.00
	Others (Specify)				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$0.00			\$0.00	\$0.00	
Lawns &	Topsoil	CY	\$50.00	2,150	\$107,500.00				\$0.00	\$107,500.00

CHFA DOH CONSOLIDATED APPLICATION

DEVELOPMENT NAME

West River Housing Company LLC

APPLICANT

The National Housing Partnership

DIVISION	TRADE ITEM	Unit	Unit Cost	Quantity	RESIDENTIAL				COMMERCIAL				COMBINED TOTAL	
					TOTAL	Unit	Unit Cost	Quantity	TOTAL	Unit	Unit Cost	Quantity		
Planting	Seeding & Sodding													
	Plantings	LS	\$94,000.00	1	\$94,000.00								\$94,000.00	\$94,000.00
	Pavers	sf	\$30.00	641	\$19,230.00								\$19,230.00	\$19,230.00
SUBTOTAL:													\$0.00	\$220,730.00

Other Site Work	Retaining Walls & Fences	LF	\$100.00	400	\$40,000.00								\$0.00	\$40,000.00
	Benches, Tables, Playgr'nd Equip.	LS	\$100,000.00	1	\$100,000.00								\$0.00	\$100,000.00
	Irrigation				\$0.00								\$0.00	\$0.00
	Site Lighting	ea	\$2,200.00	28	\$61,600.00								\$0.00	\$61,600.00
	Others (Erosion control)	LF	\$11.00	2,502	\$27,522.00								\$0.00	\$27,522.00
	Others (Gazebo)	ea	\$4,000.00	1	\$4,000.00								\$0.00	\$4,000.00
retaining walls					SF	\$70.00	360	\$25,200.00					\$0.00	\$25,200.00
SUBTOTAL:													\$0.00	\$258,322.00

Demolition	(Specify)				\$0.00								\$0.00	\$0.00
SUBTOTAL:													\$0.00	\$0.00

Allowance for Division 2 Site Work													\$0.00	\$0.00
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Allowance Scope	(describe here)	(describe here)												
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TOTAL FOR ENVIRONMENTAL AND SITE WORK:													\$0.00	\$3,714,311.46
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03 CONCRETE

Concrete	Concrete Footings	cy	\$534.00	471	\$251,514.00								\$0.00	\$251,514.00
	Foundation Walls	cy	\$495.00	670	\$331,650.00								\$0.00	\$331,650.00
	Columns				\$0.00								\$0.00	\$0.00
	Slab-On-Grade	cy	\$495.00	480	\$237,600.00								\$0.00	\$237,600.00
	Structural Slabs / Roof Deck				\$0.00								\$0.00	\$0.00
	Reinforcing Steel				\$0.00								\$0.00	\$0.00
	Others (Porches and Patio)	CY	\$495.00	485	\$240,075.00								\$0.00	\$240,075.00
SUBTOTAL:													\$0.00	\$1,060,839.00

Allowance for Division 3 Concrete													\$0.00	\$0.00
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Allowance Scope	(describe here)	(describe here)												
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TOTAL FOR CONCRETE:													\$0.00	\$1,060,839.00
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04 MASONRY

Masonry	Face Brick				\$0.00								\$0.00	\$0.00
	Concrete Block				\$0.00								\$0.00	\$0.00
	Ties & Reinforcing Trusses				\$0.00								\$0.00	\$0.00
	Others (Specify)				\$0.00								\$0.00	\$0.00
SUBTOTAL:													\$0.00	\$0.00

Allowance for Division 4 Masonry													\$0.00	\$0.00
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Allowance Scope	(describe here)	(describe here)												
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TOTAL FOR MASONRY:													\$0.00	\$0.00
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05 METALS

Metals	Structural Steel				\$0.00								\$0.00	\$0.00
	Misc. Lintels & Ladders				\$0.00								\$0.00	\$0.00
	Steel Stairs & Handrails	lf	\$162.80	215	\$35,002.00								\$0.00	\$35,002.00
	Others (Metal Nosings)	ea	\$125.00	64	\$8,000.00								\$0.00	\$8,000.00
SUBTOTAL:													\$0.00	\$43,002.00

Allowance for Division 5 Metals													\$0.00	\$0.00
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Allowance Scope	(describe here)	(describe here)												
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TOTAL FOR METALS:													\$0.00	\$43,002.00
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CHFA DOH CONSOLIDATED APPLICATION

DEVELOPMENT NAME

West River Housing Company LLC

APPLICANT

The National Housing Partnership

RESIDENTIAL						COMMERCIAL				COMBINED TOTAL
DIVISION	TRADE ITEM	Unit	Unit Cost	Quantity	TOTAL	Unit	Unit Cost	Quantity	TOTAL	

06 CARPENTRY

Rough Carpentry	Floor Framing Lumber	sf	\$5.78	38,743	\$223,934.54				\$0.00	\$223,934.54
	Floor Framing Trusses	sf	\$10.00	38,743	\$387,430.00				\$0.00	\$387,430.00
	Wall Framing	sf	\$7.00	77,050	\$539,350.00	sf	\$8.50	650	\$5,525.00	\$544,875.00
	Roof Framing Lumber	sf	\$7.00	38,743	\$271,201.00				\$0.00	\$271,201.00
	Roof Framing Trusses	sf	\$9.10	38,743	\$352,561.30				\$0.00	\$352,561.30
	Exterior Wall Sheathing	sf	\$6.00	65,500	\$393,000.00				\$0.00	\$393,000.00
	Plywood Subflooring	sf	\$7.00	38,743	\$271,201.00				\$0.00	\$271,201.00
	Plywood Underlayment				\$0.00				\$0.00	\$0.00
	Others (Specify)				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$2,438,677.84				\$5,525.00	\$2,444,202.84

Finish Carpentry	Wood Stairs & Handrails	unit	\$4,120.00	56	\$230,720.00				\$0.00	\$230,720.00
	Closet Shelving, Rods	unit	\$2,250.00	56	\$126,000.00				\$0.00	\$126,000.00
	Wood Base & Moulding				\$0.00				\$0.00	\$0.00
	Wood Door & Window Trim				\$0.00				\$0.00	\$0.00
	Millwork				\$0.00	ea		1	\$0.00	\$0.00
	Others (Door Install)	ea	\$125.00	747	\$93,375.00				\$0.00	\$93,375.00
SUBTOTAL:					\$450,095.00				\$0.00	\$450,095.00

Allowance for Division 6 Carpentry					\$0.00				\$0.00	\$0.00
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Allowance Scope	(describe here)	(describe here)
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TOTAL FOR CARPENTRY:	\$2,888,772.84	\$5,525.00	\$2,894,297.84
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07 THERMAL & MOISTURE PROTECTION

Moisture Protection	Dampproofing				\$0.00				\$0.00	\$0.00
	Waterproofing				\$0.00				\$0.00	\$0.00
	Membrane Waterproofing				\$0.00				\$0.00	\$0.00
	Prefab. Foundation Drainage				\$0.00				\$0.00	\$0.00
	Caulking				\$0.00				\$0.00	\$0.00
	Others (Fluid Applied AVB)	sf	\$4.75	56,000	\$266,000.00				\$0.00	\$266,000.00
SUBTOTAL:					\$266,000.00				\$0.00	\$266,000.00

Insulation	Foundation Insulation	sf	\$2.80	110,000	\$308,000.00				\$0.00	\$308,000.00
	Wall Insulation				\$0.00				\$0.00	\$0.00
	Ceiling Insulation				\$0.00				\$0.00	\$0.00
	Others (Insulation)	sf	\$7.20	77,700	\$559,440.00				\$0.00	\$559,440.00
SUBTOTAL:					\$867,440.00				\$0.00	\$867,440.00

Roofing	Shingle Roofing (Specify)	SQ	\$640.00	515	\$329,600.00				\$0.00	\$329,600.00
	Builtup Roofing (Specify)	sf	\$18.00	2,508	\$45,144.00				\$0.00	\$45,144.00
	Single Ply Roofing (Specify)				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$374,744.00				\$0.00	\$374,744.00

Sheet Metal	Gutters & Leaders	LF	\$9.00	7,150	\$64,350.00				\$0.00	\$64,350.00
	Flashing				\$0.00				\$0.00	\$0.00
	Others (Metal Roof)	sf	\$15.00	6,600	\$99,000.00				\$0.00	\$99,000.00
SUBTOTAL:					\$163,350.00				\$0.00	\$163,350.00

Siding	Cementitious Siding	SQ	\$1,960.00	656	\$1,285,760.00				\$0.00	\$1,285,760.00
	Vinyl / Aluminum Siding (Specify)				\$0.00				\$0.00	\$0.00
	Wood Shingles / Siding (Specify)				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$1,285,760.00				\$0.00	\$1,285,760.00

Allowance for Division 7 Thermal & Moisture					\$0.00				\$0.00	\$0.00
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Allowance Scope	(describe here)	(describe here)
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TOTAL FOR THERMAL & MOISTURE PROTECTION:	\$2,957,294.00	\$0.00	\$2,957,294.00
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08 DOORS & WINDOWS

Doors & Hardware	Doors & Frames Exterior	ea	\$800.00	105	\$84,000.00				\$0.00	\$84,000.00
	Doors & Frames-Interior	ea	\$584.00	775	\$452,600.00	ea	\$584.00	6	\$3,504.00	\$456,104.00
	Door Hardware				\$0.00				\$0.00	\$0.00
	Specialty Doors & Frames				\$0.00				\$0.00	\$0.00
	Others (Specify)				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$536,600.00				\$3,504.00	\$540,104.00

CHFA DOH CONSOLIDATED APPLICATION

DEVELOPMENT NAME

West River Housing Company LLC

APPLICANT

The National Housing Partnership

RESIDENTIAL					COMMERCIAL				COMBINED TOTAL
DIVISION	TRADE ITEM	Unit	Unit Cost	Quantity	TOTAL	Unit	Unit Cost	Quantity	

Windows	Windows & Glazing	ea	\$755.00	466	\$351,830.00				\$0.00	\$351,830.00	
	Aluminum Storefront				\$0.00				\$0.00	\$0.00	
	Glass in lights				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$351,830.00				\$0.00	\$351,830.00	
Allowance for Division 8 Doors & Windows					\$0.00				\$0.00	\$0.00	
Allowance Scope		(describe here)			(describe here)						
TOTAL FOR DOORS & WINDOWS:					\$888,430.00				\$3,504.00	\$891,934.00	

09 FINISHES

Acoustical Tile	Ceilings				\$0.00				\$0.00	\$0.00	
	Others (Specify)				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$0.00				\$0.00	\$0.00	
Drywall	Gypsum Board Walls	sf	\$10.62	77,050	\$818,271.00	SF	\$9.65	650	\$6,272.50	\$824,543.50	
	Gypsum Board Ceilings				\$0.00				\$0.00	\$0.00	
	Others (Specify)				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$818,271.00				\$6,272.50	\$824,543.50	
Ceramic Tile	Flooring & Base	sf	\$21.00	4,700	\$98,700.00				\$0.00	\$98,700.00	
	Others (Specify)				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$98,700.00				\$0.00	\$98,700.00	
Wood Flooring	Flooring & Base				\$0.00				\$0.00	\$0.00	
	Others (Specify)				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$0.00				\$0.00	\$0.00	
Res. Flooring	Flooring & Base	sf	\$6.24	57,959	\$361,664.16	sf	\$6.00	650	\$3,900.00	\$365,564.16	
	Others (3/8 Sub Floor)	ea	\$2,404.39	56	\$134,645.84				\$0.00	\$134,645.84	
	SUBTOTAL:				\$496,310.00				\$3,900.00	\$500,210.00	
										\$0.00	
Painting	Interior Painting	sf	\$3.73	77,050	\$287,396.50	sf	\$2.70	650	\$1,755.00	\$289,151.50	
	Exterior Painting				\$0.00				\$0.00	\$0.00	
	Others (Specify)				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$287,396.50				\$1,755.00	\$289,151.50	
Carpet	Flooring	SY	\$90.00	140	\$12,600.00				\$0.00	\$12,600.00	
	Others (Specify)				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$12,600.00				\$0.00	\$12,600.00	
Allowance for Division 9 Finishes					\$0.00				\$0.00	\$0.00	
Allowance Scope		(describe here)			(describe here)						
TOTAL FOR FINISHES:					\$1,713,277.50				\$11,927.50	\$1,725,205.00	

10 SPECIALTIES

Unit A/C	Unit A/C and/or Sleeves (Specify)				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$0.00				\$0.00	\$0.00	
Specialties	Toilet Accessories	unit	\$675.00	56	\$37,800.00				\$0.00	\$37,800.00	
	Interior Signage	unit	\$303.57	56	\$16,999.92				\$0.00	\$16,999.92	
	Interior Mailboxes	unit	\$250.00	56	\$14,000.00				\$0.00	\$14,000.00	
	Other (Specify)				\$0.00				\$0.00	\$0.00	
	Fire Extinguishers				\$0.00				\$0.00	\$0.00	
	SUBTOTAL:				\$68,799.92				\$0.00	\$68,799.92	
Allowance for Division 10 Specialties					\$0.00				\$0.00	\$0.00	
Allowance Scope		(describe here)			(describe here)						
TOTAL FOR SPECIALTIES:					\$68,799.92				\$0.00	\$68,799.92	

CHFA DOH CONSOLIDATED APPLICATION

DEVELOPMENT NAME

West River Housing Company LLC

APPLICANT

The National Housing Partnership

RESIDENTIAL						COMMERCIAL				COMBINED TOTAL
DIVISION	TRADE ITEM	Unit	Unit Cost	Quantity	TOTAL	Unit	Unit Cost	Quantity	TOTAL	

11 EQUIPMENT

Special Equip.	(Specify)				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$0.00				\$0.00	\$0.00

Cabinets & Vanities	Kitchen Cabinets	unit	\$5,900.00	56	\$330,400.00				\$0.00	\$330,400.00
	Bathroom Vanities				\$0.00				\$0.00	\$0.00
	Others (Specify)				\$0.00				\$0.00	\$0.00
	SUBTOTAL:					\$330,400.00				\$0.00

Kitchen Appliances	Dishwasher	ea	\$645.00	56	\$36,120.00				\$0.00	\$36,120.00
	Microwave				\$0.00				\$0.00	\$0.00
	Range	ea	\$950.00	56	\$53,200.00				\$0.00	\$53,200.00
	Range Hood	ea	\$300.00	56	\$16,800.00				\$0.00	\$16,800.00
	Refrigerator	ea	\$955.00	56	\$53,480.00				\$0.00	\$53,480.00
	Washer & Drain Pan				\$0.00				\$0.00	\$0.00
	Dryer				\$0.00				\$0.00	\$0.00
	Others (Coffee Shop)				\$0.00	LS	\$11,357.00	1	\$11,357.00	\$11,357.00
SUBTOTAL:					\$159,600.00				\$11,357.00	\$170,957.00

Allowance for Division 11 Equipment					\$0.00				\$0.00	\$0.00
Allowance Scope		(describe here)			(describe here)					

TOTAL FOR EQUIPMENT:					\$490,000.00				\$11,357.00	\$501,357.00
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12 FURNISHINGS

Furnishing	Blinds, Shades	ea	\$70.84	466	\$33,011.44				\$0.00	\$33,011.44
	Others (Specify)				\$0.00				\$0.00	\$0.00
	SUBTOTAL:					\$33,011.44				\$0.00

Allowance for Division 12 Furnishings					\$0.00				\$0.00	\$0.00
Allowance Scope		(describe here)			(describe here)					

TOTAL FOR FURNISHINGS:					\$33,011.44				\$0.00	\$33,011.44
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13 SPECIAL CONSTRUCTION

Special Construction	Others (Specify)				\$0.00				\$0.00	\$0.00
	Others (Specify)				\$0.00				\$0.00	\$0.00
	Others (Specify)				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$0.00				\$0.00	\$0.00

Allowance for Division 13 Special Construction					\$0.00				\$0.00	\$0.00
Allowance Scope		(describe here)			(describe here)					

TOTAL FOR SPECIAL CONSTRUCTION:					\$0.00				\$0.00	\$0.00
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14 CONVEYING SYSTEM

Conveying Sys	Elevators				\$0.00				\$0.00	\$0.00
	SUBTOTAL:					\$0.00				\$0.00

Allowance for Division 14 Conveying System					\$0.00				\$0.00	\$0.00
Allowance Scope		(describe here)			(describe here)					

TOTAL FOR CONVEYING SYSTEM:					\$0.00				\$0.00	\$0.00
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CHFA DOH CONSOLIDATED APPLICATION

DEVELOPMENT NAME

West River Housing Company LLC

APPLICANT

The National Housing Partnership

RESIDENTIAL					COMMERCIAL				COMBINED TOTAL
DIVISION	TRADE ITEM	Unit	Unit Cost	Quantity	TOTAL	Unit	Unit Cost	Quantity	

15 PLUMBING, HVAC & FIRE SUPPRESSION

Rough Plumbing	Water Supply Piping	ea	\$1,910.00	56	\$106,960.00				\$0.00	\$106,960.00
	Drain,Waste & Vent Piping	ea	\$1,600.00	56	\$89,600.00				\$0.00	\$89,600.00
	Pipe Insulation	ea	\$300.00	56	\$16,800.00				\$0.00	\$16,800.00
	Gas Piping				\$0.00				\$0.00	\$0.00
	Others (Radon Mitigation)	ea	\$200.00	56	\$11,200.00				\$0.00	\$11,200.00
SUBTOTAL:					\$224,560.00				\$0.00	\$224,560.00

Finish Plumbing	Kitchen Sinks & Faucets	ea	\$2,100.00	56	\$117,600.00				\$0.00	\$117,600.00
	Toilet Fixtures	ea	\$950.00	110	\$104,500.00				\$0.00	\$104,500.00
	Lavatory Fixtures & Faucets	ea	\$650.00	110	\$71,500.00				\$0.00	\$71,500.00
	Shower & Tub Enclosures	ea	\$3,800.00	59	\$224,200.00				\$0.00	\$224,200.00
	Hot Water Heaters & Drain Pans	units	\$5,115.00	56	\$286,440.00				\$0.00	\$286,440.00
	Others (Coffee shop)				\$0.00	ea	\$17,000.00	1	\$17,000.00	\$17,000.00
SUBTOTAL:					\$804,240.00				\$17,000.00	\$821,240.00

Hydronic Heating	Boiler Equipment				\$0.00				\$0.00	\$0.00
	Baseboard Radiation				\$0.00				\$0.00	\$0.00
	Supply & Return Piping				\$0.00				\$0.00	\$0.00
	Pipe Insulation				\$0.00				\$0.00	\$0.00
	Others (Specify)				\$0.00				\$0.00	\$0.00
SUBTOTAL:					\$0.00				\$0.00	\$0.00

Heating Ventilation A/C	Rooftop Equipment / Furnaces				\$0.00				\$0.00	\$0.00
	Supply & Return Ductwork	unit	\$6,535.00	56	\$365,960.00				\$0.00	\$365,960.00
	Registers & Grilles	unit	\$1,109.00	56	\$62,104.00				\$0.00	\$62,104.00
	Bathroom Exhaust Fans				\$0.00				\$0.00	\$0.00
	Kitchen Exhaust Ductwork & Grille	unit	\$4,000.00	56	\$224,000.00				\$0.00	\$224,000.00
	Central-air System	unit	\$8,520.55	56	\$477,150.80	ea	\$23,140.00	1	\$23,140.00	\$500,290.80
Others (ERV)	unit	\$5,100.00	56	\$285,600.00				\$0.00	\$285,600.00	
SUBTOTAL:					\$1,414,814.80				\$23,140.00	\$1,437,954.80

Suppr System	Suppression System - Dry / Wet	sf	\$9.33	15,000	\$139,950.00				\$0.00	\$139,950.00
SUBTOTAL:					\$139,950.00				\$0.00	\$139,950.00

Allowance for Division 15 Plumbing, HVAC & Fire					\$0.00				\$0.00	\$0.00
Allowance Scope		(describe here)			(describe here)					

TOTAL FOR PLUMBING, HVAC & FIRE SUPPRESSION:					\$2,583,564.80				\$40,140.00	\$2,623,704.80
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16 ELECTRICAL (Building Only)

Rough Electrical	Main Service Panel & Meters	unit	\$7,428.00	56	\$415,968.00	sf	\$6.00	650	\$3,900.00	\$419,868.00
	Rough Wiring	unit	\$5,000.00	56	\$280,000.00	sf	\$6.00	650	\$3,900.00	\$283,900.00
	Others (Solar)	panels	\$1,234.42	165	\$203,679.30				\$0.00	\$203,679.30
SUBTOTAL:					\$899,647.30				\$7,800.00	\$907,447.30

Finish Electrical	Switches,Receptacles	unit	\$4,000.00	56	\$224,000.00	sf	\$5.00	650	\$3,250.00	\$227,250.00
	Lighting Fixtures	unit	\$6,500.00	56	\$364,000.00	sf	\$15.00	650	\$9,750.00	\$373,750.00
	Cable T.V.System				\$0.00				\$0.00	\$0.00
	Security System				\$0.00				\$0.00	\$0.00
	Emergency Generator				\$0.00				\$0.00	\$0.00
	Emergency Call for Aid System				\$0.00				\$0.00	\$0.00
Others (Specify)				\$0.00				\$0.00	\$0.00	
SUBTOTAL:					\$588,000.00				\$13,000.00	\$601,000.00

Allowance for Division 16 Electrical					\$0.00				\$0.00	\$0.00
Allowance Scope		(describe here)			(describe here)					

TOTAL FOR ELECTRICAL:					\$1,487,647.30				\$20,800.00	\$1,508,447.30
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TOTAL FOR ALL DIVISIONS (2-16):					\$17,928,950.26				\$93,253.50	\$18,022,203.76
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% of Total

4.48%	GENERAL REQUIREMENTS (Div. 01 from above) (Max Allowable 6%)			807,560	\$807,560.00				0	\$0.00	\$807,560.00
2.00%	BUILDERS OVERHEAD (Max Allowable 2%)	\$358,579.01		1	\$358,579.01				1,865	\$1,865.07	\$360,444.08
5.01%	BUILDERS PROFIT-GMP FEES (Max allowable 6%)	\$896,447.51		1	\$896,447.51				5,595	\$5,595.21	\$902,042.72
SUBTOTAL:					\$2,062,586.52					\$7,460.28	\$2,070,046.80

Misc. Items:	BUILDING PERMIT	ls	\$315,000.00	1	\$315,000.00				\$0.00	\$315,000.00
	BOND PREMIUM	ls	\$149,126.00	1	\$149,126.00				\$0.00	\$149,126.00
SUBTOTAL:					\$464,126.00				\$0.00	\$464,126.00

GRAND TOTAL OF ALL COSTS:					\$20,455,662.78				\$100,713.78	\$20,556,376.56
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CHFA DOH CONSOLIDATED APPLICATION

DEVELOPMENT NAME

West River Housing Company LLC

APPLICANT

The National Housing Partnership

RESIDENTIAL					COMMERCIAL				COMBINED TOTAL
DIVISION	TRADE ITEM	Unit	Unit Cost	Quantity	TOTAL	Unit	Unit Cost	Quantity	

I hereby certify that the proposed housing can be built for the cost shown above:

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

Contractor

CHFA Staff

Signature		Date	Signature		Date
Contractor Name		Title			

It is standard CHFA policy to not allow payment to the Contractor for stored materials. CHFA will only fund materials when they are installed within the project. CHFA does, however, allow payment for long-lead items, i.e. elevators, precast concrete, structural steel or large project specific mechanical equipment. Any request for stored materials cost must be made directly to CHFA Underwriting and Technical Services before Initial Closing.

In the event CHFA Underwriting and Technical Services approves the request for stored materials, these materials must be insured, secured and paid for by the Contractor. The materials may be stored, either on-site or off-site and must be readily available for inspection by the CHFA Field Observer. CHFA will also require that the General Contractor provide the expected cost for this storage in his General Requirements breakdown. A line item has been added to the Exploded Trade Payment Breakdown, "Materials Storage" for this purpose. Any materials not approved as stored materials, purchased by the Contractor or Subcontractor, will be at their expense until such time as the material has been installed within the project. Once these materials have been accepted by the Owner and the CHFA Field Observer, CHFA will fund the expense.

EXHIBITS 2-12

EXHIBIT 2

ORGANIZATIONAL DOCUMENTS

Attached.

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that articles of organization for

WEST RIVER HOUSING COMPANY LLC

a domestic limited liability company, were filed in this office on August 22, 2018.

Articles of dissolution have not been filed, and so far as indicated by the records of this office such
limited liability company is in existence.



Secretary of the State

Date Issued: August 24, 2018

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that articles of organization for

WRHC MANAGER LLC

a domestic limited liability company, were filed in this office on August 21, 2018.

Articles of dissolution have not been filed, and so far as indicated by the records of this office such
limited liability company is in existence.



Secretary of the State

Date Issued: August 23, 2018

WEST RIVER HOUSING COMPANY LLC
OPERATING AGREEMENT

OPERATING AGREEMENT dated as of October 1, 2018 between WRHC Manager, LLC ("**WRHC Manager**"), with an address at c/o of The NHP Foundation ("**NHPF**"), 122 E. 42nd Street, Suite 4900, New York, NY, and West River Self Help Investment Plan, LLC ("**WRSHIP**" and, together with WRHC Manager, the "Members"), a Connecticut limited liability company with an address at P.O. Box 2958, New Haven, CT;

WHEREAS, West River Housing Company LLC (the "**Company**") was formed on August 22, 2018 by the filing of a Certificate of Organization with the Secretary of State of the State of Connecticut; and

WHEREAS, the parties to this Agreement desire to operate the Company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Members hereby agree as follows:

ARTICLE ONE

Definitions

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article One.

"**Act**" shall mean the Connecticut Limited Liability Company Act, as it may be amended from time to time, and any successor to said Act.

"**Act of Default**" shall have the meaning set forth in Section 2.8.1.

"**Adjusted Capital Account Deficit**" shall have the meaning set forth in Section 6.2.1.

"**Affiliate**" shall mean with respect to any Member, a Person that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such Member. For these purposes, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person whether through the ownership of voting securities, by contract or otherwise.

"**Asset Management Fee**" shall have the meaning set forth in Section 2.8.8.

"**Capital Account**" shall have the meaning set forth in Section 3.2.

“Capital Contribution” shall mean the amount of cash and the fair market value of any property (other than cash) that a Member contributes or is deemed to have contributed to the Company pursuant to Section 3.1.

“Certificate of Organization” shall mean the Company's Certificate of Organization as filed with the Secretary of State, as it may be amended, supplemented or restated from time to time.

“City” shall mean the City of New Haven, Connecticut and any of its political subdivisions.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of any succeeding law).

“Company” shall have the meaning set forth in the recitals of this Agreement.

“Consent” or **“Consent of the Members”** shall mean the affirmative vote of not less than 51% of the Members (as may be applicable) then entitled to vote on such matter, provided, however, if there are only two (2) Members (as may be applicable) entitled to vote on such matter, Consent shall mean the affirmative vote of no less than 100% of the Members then entitled to vote on such matter.

“Construction” shall mean the construction of the Project to be performed in accordance with the Construction Plans.

“Construction Cost Overruns” shall mean all additional amounts over the amounts included in the Development Budget required for the completion of Construction, including without limitation, increased interest costs resulting from a delay in the Construction Schedule caused solely by the General Contractor.

“Construction Plans” shall mean the architectural plans, specifications, and drawings of the work to be performed in connection with the development of the Project, together with any addendum or revision thereto approved pursuant to Section 2.8.5.

“Depreciation” shall mean, with respect to each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to a Company asset for such year or other period, except that, if the Gross Asset Value of an asset differs from its adjusted basis for Federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the Federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the Federal income tax depreciation, amortization, or other cost recovery deduction for such asset for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

“Designated Individual” shall have the meaning set forth in Section 10.6.

“Developer Fee” shall mean that certain fee to be paid to WRSHIP and WRHC Manager (or an affiliate thereof) as provided in Section 2.11, pursuant to a Development Agreement to be entered into at the time of the closing of financing for Construction of the Project.

“Development Budget” shall mean the budget for the hard and soft costs for the development and construction of the Project as approved by the Members.

“Distributive Rights” shall mean a Member's right to receive distributions under this Agreement.

“Guaranties” shall mean all financial, construction, development, cost overrun, tax credit adjustment, delivery or recapture, and any other guaranty required in connection with any Project Financing.

“Gross Asset Value” shall mean the adjusted basis for Federal income tax purposes of each item of Company property, except that the Gross Asset Value of each such item shall be adjusted to equal its gross fair value at the time of any of the events described in Section 3.2.3. Following any such adjustment, the Gross Asset Value of such item shall be reduced by Depreciation with respect to such item.

“Indemnified Person” shall have the meaning set forth in Section 4.3.

“Initial Contribution” shall have the meaning set forth in Section 3.1.1.

“Investor Member” shall mean a tax investor which shall hold a 99.99% interest in the Owner Entity.

“Land Disposition Agreement” shall have the meaning set forth in Section 2.9.1.

“Loan Documents” shall have the meaning set forth in Section 2.7.1.3.

“Manager” or **“Managers”** shall have the meaning set forth in Section 2.8.1.

“Major Actions” shall have the meaning set forth in Section 2.8.5.

“Management Agent” shall have the meaning set forth in Section 2.8.5.

“Management Agreement” shall have the meaning set forth in Section 2.7.8.

“Member(s)” shall have the meaning set forth in Section 2.6.1.

“Member Loans” shall have the meaning set forth in Section 3.3.

“Membership Interest” or **“Membership Interests”** shall have the meaning set forth in Section 2.6.1.

“Net Cash Flow” shall mean the gross receipts on a cash basis derived from operations of the Company or Owner Entity, funds available to the Company as a result of mortgage financing or refinancing, the sale of a portion or the whole of the assets of the Company or Owner Entity (including the principal and interest received in payment of any note received as consideration for any such sale), an award in partial condemnation, or proceeds of insurance, arising by reason of a taking, or damage to, or destruction of part of the Project not applied to the costs of restoration thereof, interest or other income from reserves or from any source including without limitation the Company or Owner Entity, other than the capital contributions of the Members, plus any reductions in the amount of the reserve previously established pursuant to subparagraph (iii) hereof, less (i) cash expenses incurred in the operation of the Company or the Project, including interest and principal repayments on obligations to third parties, if any, interest and principal on loans from Members, taxes, insurance, payments of project management fees, leasing and sales commissions and finder's fee and all other operating expenses (but not including depreciation or amortization taken with respect to the Company's assets), (ii) cash expenditures for capital expenses, improvements and replacements, to the extent not funded by borrowing, capital contributions, or similar means, and (iii) a reasonable reserve, if any, which is required by any lender or the Investor Member.

“Net Income” or **“Net Loss”** shall mean with respect to each fiscal year or other period, an amount equal to the Company's Taxable Income or Tax Loss, as the case may be, for such year or period, together with the following adjustments:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such Taxable Income or Tax Loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations §1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such Taxable Income or Tax Loss;

(c) in the event the Gross Asset Value of any Company property is adjusted pursuant to Section 3.2.3, (A) the amount of such adjustment shall be taken into account as a gain or loss on disposition of such property for purposes of computing Net Income and Net Loss, and (B) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with the definition of Depreciation herein;

(d) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property may differ from its Gross Asset Value; and

(e) notwithstanding any other provision of this definition of Net Income and Net Loss, any items comprising the Company's Net Income or Net Loss that are allocated pursuant to Section 6.2 shall not be taken into account in computing Net Income or Net Loss.

“Non-Managing Member” shall have the meaning set forth in Section 2.8.1.

“Operating Budget” shall have the meaning set forth in Section 2.8.5.

“Owner Entity” shall mean an entity formed, and controlled, by the Company that will serve as the owner of the Project.

“Owner’s Representative” shall have the meaning set forth in Section 2.10.1.

“Partnership Representative” shall have the meaning set forth in Section 10.6.

“Peace Garden” shall have the meaning set forth in Section 2.9.2.

“Percentage Interest” shall mean the percentage interest of each Member indicated on Schedule “A”.

“Person” shall mean any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust or other entity.

“Pre-Development Funds” shall have the meaning set forth in Section 2.9.6.

“Prime Rate” shall mean a rate per annum equal to the annual rate of interest publicly announced from time to time by Citibank, N.A. as its prime rate in effect at its principal office in New York City.

“Proceeding” shall have the meaning set forth in Section 4.3.

“Property” shall mean the real property bounded by Martin Luther King Jr. Boulevard, Ella Grasso Boulevard, South Frontage Road and Tyler Street in the City of New Haven, Connecticut.

“Project” shall mean the Property and the improvements to be constructed thereon.

“Project Financing” shall have the meaning set forth in Section 2.10.2.

“**Regulations**” shall mean the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of any succeeding regulations).

“**Secretary of State**” shall mean the Connecticut Secretary of State.

“**Substitute Member**” shall mean any Person who or which is admitted to the Company as a Substitute Member pursuant to Section 7.2.

“**Taxable Income**” or “**Tax Loss**” shall mean with respect to each fiscal or other period, an amount equal to the Company's taxable income or loss for such year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Code Section 703(a)(1) shall be included in such taxable income or loss).

“**Tax Matters Member**” shall have the meaning set forth in Section 10.6.

“**Transfer**” shall mean any sale, transfer, gift, assignment, pledge or grant of a security interest, by operation of law or otherwise, in or of an interest in the Company or of rights under this Agreement, excluding, however, any grant of such a security interest in favor of the Company.

“**Uncovered Payments**” shall have the meaning set forth in Section 4.8.

ARTICLE TWO

Organization; Project Development; Financing

2.1 Formation.

2.1.1 The Members agree to operate the Company, pursuant to the provisions of the Act and this Agreement. The Members hereby ratify the execution and filing of the Certificate of Organization of the Company, as filed with the Secretary of State on August 22, 2018.

2.1.2 The Manager shall not permit the Company to engage in any business outside the State of Connecticut unless and until the Company has complied with the requirements necessary to qualify the Company as a foreign limited liability company in the jurisdiction in which the Company shall conduct business.

2.2 Name. The name of the Company is “West River Housing Company LLC”.

2.3 Purposes. The purposes for which the Company is formed are as follows: to directly or indirectly acquire, finance, own, maintain, improve, construct, operate, develop, rehabilitate, manage, lease and if appropriate or desirable, sell or otherwise dispose of the

Property and the Project and/or any portions thereof; to engage in any and all manner of business incidental to the foregoing activities; and subject to the Consent of the Members and any requirements of any lender, to engage in any lawful act or activity for which limited liability companies may be organized pursuant to the laws of the State of Connecticut. The Company shall have the power to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for furtherance and accomplishment of its purposes.

2.4 Non-profit Limitations. WRSHIP acknowledges and understands that NHPF is a District of Columbia non-profit corporation, qualified under section 501(c) of the Code, and agrees that the Company shall not take any action, or fail to take any action that might reasonably be expected to jeopardize NHPF's status as a District of Columbia non-profit corporation, qualified under section 501(c) of the Code.

2.5 Principal Office. The location of the principal office of the Company shall be c/o The NHP Foundation, 122 East 42nd Street, Suite 4900, New York, New York, or such other locations as the Manager may, from time to time, designate. If the Members agree to establish a site office in New Haven, CT for the planning and development of the Project, including community outreach in connection with the Project, such office shall be established on terms agreeable to the Members.

2.6 Duration. The term of the Company shall commence on the date that the Certificate of Organization is filed by the Secretary of State and shall continue in full force and effect in perpetuity unless earlier terminated in accordance with the provisions of this Agreement or the Act. The Members acknowledge that the Project is subject to further refinement, and that this Agreement will be amended by the Members in connection with the closing of the Project Financing.

2.7 Members and Membership Interests.

2.7.1 The members of the Company and their percentage membership interests (individually the "Membership Interest" or collectively the "Membership Interests") are listed on Schedule A attached hereto (such Persons identified on Schedule A, the "Members"). A Member's Membership Interest is his, her or its Percentage Interest in the Company's assets, liabilities, capital, Net Income or Net Loss, subject to the provisions of this Agreement and the Act. The Membership Interests shall be personal property for all purposes.

2.7.2 Additional Members may be admitted into the Company as provided for in this Agreement. Unless named in this Agreement, or unless admitted to the Company as a Substitute Member as provided herein, no Person shall be considered a Member, and the Company need deal only with the Members so named and so admitted. The Company shall not be required to deal with any other Person by reason of an assignment by a Member or by reason of the dissolution, death or bankruptcy of a Member, except as otherwise provided in this Agreement.

2.7.3 No Member shall be entitled to any fees, commissions or other

compensation from the Company for any services rendered to or performed for the Company, except as provided in this Agreement.

2.7.4 Except as otherwise specifically provided in this Agreement to the contrary, no Members shall have the right to take part in the control of the Company business or to sign for or to bind the Company, such power being vested in the Manager. Except as otherwise explicitly provided in this Agreement or as required by the Act (which requirement shall not be permitted by the Act to be waived by this Agreement), the Members shall not be entitled to vote on any matter. It is the intention of the Members that, except as otherwise provided in this Agreement, to the fullest extent permissible under the Act, all matters shall be determined and all action taken by the Manager, rather than the Members. A meeting of the Members may be called at any time by the Manager or any Member. If called, meetings of Members shall be held at the Company's principal place of business or such other location selected by the Manager. Not less than five days nor more than 30 days before each meeting, the Manager shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. At a meeting of Members, the presence in person or by proxy of Members holding not less than a majority of the Membership Interests shall constitute a quorum. A Member may vote either in person or by written proxy signed by the Member or by its duly authorized attorney in fact. Members may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can speak to and hear each other. Such participation shall constitute presence in person at the meeting.

2.7.5 Any of the parties' members, principals, affiliates, subsidiaries, directors, officers, shareholders, employees, or any other related entity shall be entitled to engage in and/or possess any interest in other businesses and investment ventures or transactions, of any nature or description, independently or with others, whether existing as of the date hereof or hereafter coming into existence, and whether or not directly or indirectly competitive with the business of the Company and no party shall be obligated to present any investment or business opportunity to the Company, even if such opportunity involves a business similar to the Company's. The parties further acknowledge that neither they nor the Company, as such, shall have any rights in or to any such independent ventures or the income or profits derived therefrom, by reason or any such party's respective participation in the Company.

2.8 Management.

2.8.1. The business, operations and affairs of the Company shall be managed by one manager (the "Manager"). The Members hereby appoint WRHC Manager as the initial Manager. The number of Managers may be increased or decreased upon the Consent of the Members at any time. Each Manager shall serve until its resignation, removal or dissolution. Managers do not need to be Members. Subject to the consent of the Project lenders, the Member, which is not the Manager of the Company or an Affiliate of the Manager of the Company (the

"Non-Managing Member"), shall have the right to remove and replace the Manager only in the event that such Manager (a) commits an act of fraud or willful misconduct with respect to the Company and/or the Project, (b) is in material breach of this Agreement for thirty (30) days after written notice thereof has been issued by the Non-Managing Member and received by the Manager; provided, however, that if such breach is of the type that cannot reasonably be cured within thirty (30) days, the Non-Managing Member shall not have the right to remove the Manager under this Section 2.8.1 so long as such Manager is diligently pursuing a cure of such breach, (c) is dissolved, (d) willfully violates any law regulation or order applicable to the Company which has a material adverse financial impact on the Company or (e) causes the Company to do any of (c) or (d) above (each, an "Act of Default").

2.8.2 The Manager shall have the power to delegate its authority to qualified Persons and the delegation of any such managerial authority shall be evidenced by a Certificate of Incumbency naming the individual or individuals so authorized and specifying the extent and limitation of the authority so delegated. The Members hereby consent to such delegation to any such delegation of authority may be rescinded at any time by the Manager.

2.8.3 The Manager shall be solely responsible for the management and control of the Company's business and shall vote on all matters. The Manager shall possess all rights and powers permitted by law and all rights and powers which may be necessary, incidental or convenient for the operation and management of the Company. Except as may be otherwise herein expressly provided, all decisions of the Company shall be made by the Manager.

2.8.4 The Manager may appoint such officers of the Company as it deems advisable. The officers of the Company, if so appointed, shall be responsible for the day-to-day business, operations and affairs of the Company, shall have such powers as are usually exercised by comparable designated officers of a Connecticut corporation and shall have the authority to bind the Company through the exercise of such powers subject to, and to the extent consistent with, the terms hereof. The officers of the Company shall (i) be appointed and be subject to removal by the Manager and (ii) operate as an autonomous management group, accountable only to the Manager.

2.8.5 Notwithstanding anything to the contrary in this Agreement, the following shall be "Major Actions" and the Manager shall not undertake any of the following actions except as set forth herein.

The Manager may take Major Actions set forth below without the consent of the Non-Managing Member provided that, at, or prior to, the next construction meeting, Members meeting or managing meeting, whichever occurs first, the Manager shall notify the Non-Managing Member or ensure written notice is provided prior to such meeting:

- (i) approval of any single change order in an amount in excess of \$10,000 or change orders that exceed \$50,000 in aggregate;
- (ii) approval of the Construction Plans prior to Construction and/or any subsequent material alteration that would affect the design, cost, value or quality of the Project; and

- (iii) approval of annual operating budgets for the Project (the "Operating Budget") prior to stabilization.

The Manager may unilaterally take any of the Major Actions set forth below only after providing the Non-Managing Member with timely written notice, providing the Member with a reasonable time period to respond and consult with the Manager regarding such Major Actions:

- (i) approval of the Operating Budget for the Project following the date of stabilization;
- (ii) any single operating expense in excess of \$10,000, indexed for inflation, which is not included in the approved Operating Budget, provided that prior consent shall not be required in the event of an emergency;
- (iii) approval of tax elections, audits and tax returns for the Company and any other entity of which the Company is a Member or Partner;
- (iv) any request for the release of the Project reserves, including withdrawals from the replacement reserve in excess of \$10,000 and, without limitation, the operating reserve; and
- (v) approval of legal and accounting contracts.

The Manager may not take any of the Major Actions set forth below without first obtaining the written consent of the Non-Managing Member:

- (i) selection, removal, and/or renewal of the property management agent for the Project (the "Management Agent") and any change in the Management Agent or any material modification of or amendment of the Management Agent's contract;
- (ii) the sale or transfer, directly or indirectly, of the Project or an interest in any entity owning the Project, or any interest in the Company, to the extent such sale or transfer requires the Consent of the Company pursuant to the terms of the Operating Agreement;
- (iii) recapitalization of the Project;
- (iv) the incurring of any indebtedness to any person or entity, including Members, in excess of \$25,000, indexed for inflation, in any one instance or \$150,000, indexed for inflation, in the aggregate, or the incurring of any indebtedness secured by the Project, to fund current financial obligations of the Company that must be timely paid and cannot be paid with existing funding; the prepaying in whole or in part, or refinancing, recasting, increasing, modification or extension of any indebtedness of the Company or the Owner Entity, other than any such financing required to refinance the existing Project indebtedness on or before its maturity date, including reasonable third-party out-of-pocket costs;
- (v) the guarantying by the Company of any indebtedness of any person or entity, including Members;
- (vi) the execution of any contract, agreement, instrument or transaction with any Member or related party;
- (vii) the conversion of the Company (by any sequence of transactions or elections) into a corporation or any other type of entity;
- (viii) the institution or settlement of any lawsuit involving the Company unless such

settlement is covered by insurance and the Company's deductible does not exceed \$10,000;

- (ix) any distribution of cash or other property of the Company to a Member, except for any distribution as provided for in this Agreement or the repayment of any Member loan;
- (x) any capital investment by the Company (whether directly or indirectly) by capital contribution, advance, guaranty, or loan to another entity, or otherwise, in any project other than the Project;
- (xi) the acquisition of any other real property other than the Property or the Project or the acquisition of any ownership interest in any entity other than the Owner;
- (xii) the termination or dissolution of the Company;
- (xiii) the fixing of compensation of the Members;
- (xiv) the admission of any other Member;
- (xv) entering into a construction contract or amending any construction contract that would materially increase the costs thereof without having secured any consents or approvals required hereunder with respect thereto, if applicable, unless any such scope of work is required by a Project investor or lender (and failure to address could result in any event of default) or a governmental entity (and the failure to address would result in a building code violation);
- (xvi) the acquisition or disposition of the Project;
- (xvii) any changes in the Development Budget resulting in a net increase in excess of Two Million Dollars (\$2,000,000.00) in the aggregate;
- (xviii) approval of architectural and construction contracts;
- (xix) approval of the Project lender and loan terms;
- (xx) approval of (1) the admission of any investor as a member or limited partner of the Owner, and the terms thereof, (2) the terms of any operating agreement or limited partnership agreement entered into by and between the Company and any other party, and the execution of same, (3) any material modification of or amendment to the foregoing;
- (xxi) declaring bankruptcy, and
- (xxii) acceptance of any additional capital contributions.

To the extent the Members are unable to reach agreement on any matters requiring unanimous Consent of the Members, the Manager may seek a final decision or recommendation on the action(s) from the Investor, which shall be implemented and executed by Manager, notwithstanding the failure to obtain the Consent of the Members.

2.8.6 Except as provided in this Agreement, the Manager shall not be entitled to any fee or salary for the performance of its duties and obligations hereunder unless agreed to by all of the Members. The Manager shall be entitled to and shall be reimbursed by the Company for all reasonable out-of-pocket expenses (exclusive of normal overhead expenses, such as, without limitation, office rent, office staff and personnel, telephone, meals, automobile transportation) incurred by the Manager on behalf of the Company.

2.8.7 All decisions made for and on behalf of the Company by the Manager shall be binding upon the Company. No Person dealing with the Manager shall be required to determine

its authority to enter into any undertaking on behalf of the Company, nor to determine any fact or circumstance bearing on the existence of such authority; provided, however, that nothing herein contained shall extinguish, limit or condition the liability of the Manager to the Members to discharge its obligations in accordance with this Agreement and the Act. The Manager can execute, on behalf of the Company, contracts, agreements, instruments, leases, notes or bonds, mortgages on Company assets securing indebtedness and any and all other documents incidental thereto provided there is the requisite consent as provided in this Agreement to take such action.

2.8.8 Following completion of the Project, WRHC Manager or its affiliate shall serve as asset manager of the Project pursuant to a separate agreement between the Owner Entity and WRHC Manager (or an affiliate thereof) to which WRHC Manager (or an affiliate thereof) shall perform typical asset management functions. WRHC Manager (or an affiliate thereof) shall be compensated for such services by payment of an annual management fee ("Asset Management Fee") of Ten Thousand Dollars (\$10,000.00), to be increased three percent (3%) annually. The Asset Management Fee shall be payable to WRHC Manager (or an affiliate thereof) prior to any distribution of Net Cash Flow to the Members. Any portion of the Asset Management Fee which cannot be paid due to insufficient Net Cash Flow shall be accrued and paid in subsequent years to the extent of available Net Cash Flow.

2.8.9 The Members and Manager agree that in the event the Members or Manager are required by this Agreement to reach agreement on a matter or decision and, after using all good faith efforts to reach agreement within ten (10) days, are unable to agree on any action to be taken or omitted, which if taken or omitted, as the case may be, as determined in the sole but reasonable judgment of the Manager, would either (i) result in a default under any loan documents entered into by the Company on behalf of Owner Entity, (ii) result in a stoppage of construction, (iii) create a reason to withhold or delay any construction financing, or (iv) potentially result in liability to the Manager or its Affiliates in connection with any Guaranties, then the Members and Managers agree to resolve such deadlock in favor of the decisions made by the Manager in an effort to prevent or cure such default, avoid such stoppage, avoid such reason for withholding or delaying financing, or avoid liability under guaranty obligations, as the case may be.

2.9 General Project Requirements, Responsibilities and Pre-Development Matters

2.9.1 It is contemplated that the City will convey the Property for the Project to the Owner Entity by quit claim deed, and that the conveyance will be subject to an agreement that will include the City's design and approval requirements for the Project in addition to the provisions of the City Charter and Ordinances and laws and regulations of the State of Connecticut generally applicable to development projects ("Land Disposition Agreement").

2.9.2 The name of the Project shall include "The West River Peace Garden Heights" or such other name that is jointly determined by the Members. The Property upon which the Project shall be developed includes the International Peace Garden ("Peace Garden"), which has become a neighborhood landmark and will be an essential component of the Project planning

process and shall remain on the Project site in perpetuity. The size of the Peace Garden shall be determined during the planning phase of the Project, and a Peace Garden planning team shall be assembled to include representatives of the Members, the City, West River Neighborhood Services Corporation and other Peace Garden stakeholders to develop the Peace Garden site. The maintenance of the Peace Garden shall be the responsibility of the City Parks and Recreation Department, the New Haven Land Trust or such other community or not for profit entity as is acceptable to the City.

2.9.3 Any other provisions of this Agreement notwithstanding, WRSHIP shall have primary responsibility for community outreach, local coordination and government relations in connection with the Project. WRSHIP has involved several community groups, educational institutions, including the University of New Haven's School of Business and other interested groups in a comprehensive outreach strategy to ensure the ongoing coordination of efforts among stakeholders and government entities and to sponsor local business and employment opportunities and conceptual planning including housing and retail components of the developments on the land in the Project. The entities include Friends of WRSHIP, University of New Haven, New Haven and Bridgeport CT Opportunities Centers (OIC), West River Neighborhood Services Corporation Greater Dwight Development Corporation and the Housing Authority of New Haven.

2.9.4 The Members agree that the Project may include multiple uses under a planned development or other common interest ownership development under Chapter 828 of Title 47 of the Connecticut General Statutes. The mixed use structures adjacent to the Peace Garden shall be retained by or leased to WRSHIP on terms to be approved by Consent of the Members. With the Consent of the Members, the balance of the mixed use structures may be sold to different ownership entities controlled by the Company or shall be retained by the Owner Entity.

2.9.5 The Company shall comply with all laws, ordinances and regulations of the federal government, the State of Connecticut and the City applicable to the Project, including but not limited to Chapters 12 ¼ and 12 ½ of the City's Code of Ordinances on MBEs, WBEs and local employment, any duly adopted Municipal Development or other land use plan under Title 8 of the Connecticut General Statutes. To the extent practicable, the Company shall abide by the City's Site and Architectural Guidelines. The Manager shall use reasonable efforts to hire City-based businesses with respect to the Project so long as doing so does not affect the cost or quality of the Project. WRHC Manager does not discriminate against any person(s) on account of race, color, national origin, religion, sex, sexual orientation, gender, gender identity, disability or veteran status in its employment practices or in any of its contractual arrangements and shall continue those practices in connection with the Project.

2.9.6 Pre-Development Funding.

- (i) WRHC Manager shall use commercially reasonable efforts to or obtain all pre-development funding ("Pre-Development Funds") in connection with the Project in WRHC Manager's sole discretion. If needed, WRSHIP agrees to assist WRHC Manager in identifying a non-profit organization based in or around the

City to secure funding from the state and/or federal government required to finance the Project's pre-development costs. The Manager shall seek tax abatement and/or deferral, bonding and such other governmental assistance available to the Project under State and City laws and programs.

- (ii) Following the issuance of a financing commitment for the Project, Pre-Development Funds may be made available to WRSHIP for coordination, comprehensive community outreach, capacity building and reimbursable due diligence expenses. The amount of the Pre-Development Funds available to WRSHIP and other terms shall be agreed upon by the Consent of the Members. WRSHIP shall designate a person as its representative to assist in the coordination of the development of the Project and to interface with WRHC Manager in all aspects of the development and with all community supporters and other interested parties. The WRSHIP representative will continue functioning as the central communication point for WRSHIP to ensure that a good working relationship is maintained among all parties involved during the pre-development phase of the Project. WRHC Manager shall be entitled to rely on the direction and decisions of WRSHIP's designated representative and such person shall have the authority to act on behalf of WRSHIP and to bind WRSHIP with respect to all matters related to the Project.

2.9.8 On a schedule subject to Consent of the Members, WRHC Manager shall commence a due diligence investigation and feasibility analysis of the Project by assembling all relevant site data including but not limited to an A2 survey, topographical data, site utility data, subsurface and geo-technical data, test pits and test boring data, environmental assessments, road drainage and sewer, road configuration and traffic analysis. This shall also include the preparation of a preliminary conceptual plan, cost analysis, time line, proposed phasing construction schedule, public improvements required and public and private funding sources. WRSHIP agrees to assist WRHC Manager in requesting assistance from the City to secure funding from the State and/or federal government to finance infrastructure improvements that may be required for the Project.

2.9.9 The Members shall prepare a proposed development plan and preliminary financing plan for the Project for submission to the City's economic development team. WRHC Manager shall be primarily responsible for coordinating, managing and overseeing all development activities for the Project.

2.10 Financing and Construction Matters.

2.10.1 In consultation with WRSHIP, the Manager shall select a firm to serve as the owner's representative ("Owner's Representative") during the development of the Project, the cost of such Owner's Representative being borne by the Company. All construction on the Project shall be covered by 100% performance and labor and material payment bonds, shall have workers' compensation coverage and such other conditions as the Members shall agree.

2.10.2 The Manager shall use its commercially reasonable efforts to arrange for the financing of the Project, on such terms as the Manager shall deem reasonable and appropriate consistent with market terms which may include tax credit equity syndication involving the admission of a tax credit investor as a 99.99% owner of the Owner Entity (collectively the "Project Financing").

2.10.3 All Guaranties required in connection with the Project Financing shall be provided by the Manager or its Affiliate(s).

2.11. Developer Fee. Each installment of Developer Fee including each payment of deferred Developer Fee shall be paid by the Owner Entity sixty-five percent (65%) to WRHC Manager (or an affiliate thereof) and thirty-five percent (35%) to WRSHIP pursuant to a separate agreement among Owner Entity, WRHC Manager (or an affiliate thereof) and WRSHIP. In the event of any Construction Cost Overruns, the Members agree that the same shall be funded first by deferral of Developer Fee to the maximum extent permitted by the Project Financing.

ARTICLE THREE

Capital; Capital Accounts; Loans

3.1 Capital Contributions.

3.1.1 Each Member has made the initial Capital Contributions (the "Initial Contributions") as set forth opposite its name on Schedule A hereto. No additional Capital Contributions shall be required from any Member, provided that the Manager may elect to treat any payment made under any Guaranty as a capital contribution as a Member of the Company.

3.1.2 No Member shall be entitled to withdraw any part of its Capital Contribution from the Company or to receive any distribution from the Company, except as expressly provided in this Agreement. No Member shall be entitled to demand or receive any property from the Company other than cash as expressly provided herein.

3.1.3 No Member shall be paid interest on any Capital Contribution.

3.2 Capital Accounts. An individual capital account (the "Capital Account") shall be maintained for each Member in accordance with the following provisions:

3.2.1 Each Member's initial Capital Account balance is as set forth on Schedule A hereto. Following the date hereof, each Member's Capital Account shall be credited with (1) the amount of additional contributions made by such Member to the Company, and (2) the amount of such Member's allocable share of Net Income and any items of Company income and gain that are specially allocated to such Member pursuant to Article Six hereof.

3.2.2 Each Member's Capital Account shall be charged with (1) the amount of cash

distributed to such Member by the Company (other than cash distributed in repayment of any loan by such Member to the Company or as payment of interest thereon); (2) the amount of such Member's allocable share of Net Loss and any items of Company loss and deduction that are specially allocated to such Member pursuant to Article Six hereof; (3) the Gross Asset Value of any property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); and (4) the amount of any expenditures described in Code Section 705(a)(2)(B) allocated to such Member.

3.2.3 In the event of (1) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution, (2) the distribution by the Company to a Member of more than a de minimis amount of the assets of the Company as consideration for an interest in the Company, (3) the liquidation of the Company for federal income tax purposes pursuant to Regulation §1.704-1(b)(2)(ii)(g), or (4) in connection with an election under Sections 734(b) or 743(b) of the Code, but only as provided in Regulation §1.704-1(b)(2)(iv)(m), the Gross Asset Values of the Company's assets shall be adjusted (limited, in the case of the events described in clauses (1) and (2), to adjustments which the Managers mutually determine are necessary or appropriate to reflect the relative economic interests of the Members) to equal their then fair market values (as mutually determined by the Managers), and the Capital Accounts of each Member shall be credited or charged with such Member's share (as determined under Article 6 hereof) of the Net Income or Net Loss resulting from such revaluation of Company assets.

3.2.4 In the event that any Membership Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

3.2.5 The foregoing provisions and the other provisions of the Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulation §1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulation.

3.3 Member Loans. If the Manager determines that additional funds are required by the Company or Owner Entity the Manager may cause the Company to borrow such funds in whole or in part from the Members and/or any Affiliate of the Members. If more than one Member (or Affiliate thereof) elects to loan such sums ("Member Loans"), such loan(s) shall be made by each of them in accordance with their relative Percentage Interests. Such Member Loans shall (i) bear interest at the Prime Rate, plus 10%; (ii) provide for payment of accrued interest, if any, and mandatory prepayment of principal from Net Cash Flow prior to payment of distributions to Members (including distributions of Developer Fee), (iii) be due and payable not later than two years after the making of such loan; and (iv) be evidenced by a note of the Company, provided that failure of the Company to execute and deliver such note shall not affect the Company's obligation to repay any such loan.

ARTICLE FOUR

Liability of Members

4.1 Members Not Liable for Company Losses. Except as expressly provided under the Act, the Members shall have no personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property.

4.2 Liability of Members and Managers to other Members and the Company. Neither the Members nor the Managers shall be liable, responsible, or accountable in damages or otherwise to the Company or any of its Members for any failure to take any action or the taking of any action within the scope of authority conferred on them by this Agreement made in good faith. The Manager shall not be liable to the Members because any taxing authorities disallow or adjust any deductions or credits in the Company's income tax returns or for the return of all or any portion of the capital contributions of the Members. A Member and a Manager shall be liable, responsible and accountable in damages to the Company and the Members for any acts performed by such Member or Manager arising out of or resulting from the fraud, criminal action, gross negligence, willful misconduct or bad faith of such Member or Manager. Nothing in this paragraph shall be deemed to make the Members or the Manager liable, responsible or accountable to persons other than the Company or the Members.

4.3 Right to Indemnification. Subject to the limitations and conditions provided for in this Article and the Act, each Person (an "Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate or investigative ("Proceeding(s)"), or any appeal in such a Proceeding, by reason of the fact that he or she was or is a Member (including, without limitation, the Original Member), Tax Matters Member, Partnership Representative, Designated Individual, a Manager or an officer, of the Company or he or she was or is the legal representative of, or a member, manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of, a Member or Manager, or arising out of any actions taken by any of them in such capacity, shall be indemnified by the Company against judgments and penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he, she, or it reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal Proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceedings, that the Indemnified Person had reasonable cause to believe such conduct was unlawful.

4.4 Derivative Claims. Subject to the limitations and conditions provided for in this Article and the Act, the Company shall and does hereby indemnify any Person who was or is a

party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Person is or was a Member, Manager or an officer, of the Company, the legal representative of a Member, Manager or officer, or a member, manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of a Member or Manager, or arising out of any actions taken by any of them in such capacity, against costs and expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection with the defense or settlement of such action or suit, if such Person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his or her duties to the Company unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

4.5 Success on Merits. To the extent that a Person has been successful, on the merits or otherwise, in the defense of any Proceeding referred to in Paragraphs 4.3 or 4.4 or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such Person in connection therewith.

4.6 Determinations. Any indemnification under this Article (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification is proper in the circumstances because such Person has met the applicable standard of conduct set forth therein. Such determination shall be made (i) by the holders of a majority of the Membership Interests who were not parties to such Proceedings, or (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Members so directs, by the Company's independent legal counsel in a written opinion.

4.7 Survival. Indemnification under this Article shall continue as to a Person who has ceased to serve in the capacity that initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article shall be deemed contract rights, and no amendment, modification or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

4.8 Advance Payment. The right to indemnification conferred by this Article shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article and a written undertaking, by or on behalf of such Person, to repay all amounts so

advanced if it shall ultimately be determined that such Person is not entitled to be indemnified under this Article or otherwise ("Uncovered Payments"). In the event that such Person fails to repay the Uncovered Payments within thirty days of demand for such repayment, then all distributions to the Member affiliated with such Person shall be applied to the repayment of the Uncovered Payments until such Uncovered Payments have been repaid in full.

4.9 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this Article shall not be exclusive of any other right which a Person may have or hereafter acquire under any law (common or statutory), any provision of the Certificate of Organization or this Agreement, any vote of the Members or otherwise.

4.10 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself and any Indemnified Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this Article.

4.11 Savings Clause. If this Article or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any Proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE FIVE

Distributions

5.1 Distributions Generally.

5.1.1 Except as otherwise provided in this Section 5.1, the time and amount of any distributions of funds of the Company shall be determined by the Manager provided, however, that distributions shall be made no less frequently than annually within 45-60 days following the end of each fiscal year of the Company. The Members agree that Net Cash Flow available for distribution to the Members shall be paid as follows: first to repay any amounts paid by any Member on account of any Guaranty until repaid in full, second to repay Member Loans *pro rata* until repaid in full, third to pay Developer Fee until paid in full and fourth to the Members in accordance with their respective Percentage Interests.

5.1.2 The Company shall retain funds necessary to cover its reasonable business needs, which shall include reserves against possible losses and the payment and making provision for the payment, when due, of obligations of the Company, including obligations owed to Members (which shall be repaid prior to any other distributions) and may retain funds for any other Company purposes. The amounts of all such reserves and the purposes for which all such reserves are made shall be determined, subject to the loan documents entered into by the

Company and the operating agreement of Owner Entity, upon the Consent of the Members.

5.2 Distributions of Proceeds of Capital Transactions. In the event of a capital transaction, including a sale or refinance transaction conducted by the Company or by the Owner Entity, the proceeds of such transaction (or the portion of such proceeds payable to the Company in the case of an Owner Entity capital transaction) shall be applied first to the payment of any expenses of such transaction incurred by the Company, then to the Members in accordance with their respective Percentage Interests. The Members acknowledge that distribution of proceeds of a liquidity capital transaction shall be distributed in accordance with Article 8 in lieu of the foregoing.

ARTICLE SIX

Allocations

6.1 Allocations of Net Income and Net Losses. After making the allocations (if any) required by Section 6.2 hereof, Net Income and Net Loss shall be allocated as follows:

(a) Net Income shall be allocated among the Members in accordance with their respective Percentage Interests.

(b) Net Loss shall be allocated among the Members in accordance with their respective Percentage Interests.

6.2 Regulatory Allocations.

6.2.1 Notwithstanding any other provision of this Agreement, Net Loss (or items of deduction as computed for book purposes) shall not be allocated to a Member to the extent that the Member has or would have, as a result of such allocation, an Adjusted Capital Account Deficit. As used herein, a Member's "Adjusted Capital Account Deficit" shall mean and refer to such Member's Capital Account, increased by any amounts which such Member is obligated to restore pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation §1.704-2(g)(1) and §1.704-2(i)(5), and reduced by any adjustments, allocations or distributions described in Regulation §1.704-1(b)(2)(ii)(d)(4), (5) or (6). Any Net Loss (or items of deduction as computed for book purposes) which otherwise would be allocated to a Member, but which cannot be allocated to such Member because of the application of the immediately preceding sentence, shall instead be allocated to the other Members, in accordance with their respective Percentage Interests, subject to the limitation imposed by the immediately preceding sentence.

6.2.2 In order to comply with the "qualified income offset" requirement of the Regulations under Code Section 704(b), and notwithstanding any other provision of this Agreement to the contrary, except Section 6.2.3, in the event a Member for any reason (whether or not expected) has an Adjusted Capital Account Deficit, items of Net Income (consisting of a pro rata portion of the items thereof) shall be allocated to such Member in an amount and manner sufficient to eliminate as quickly as possible the Adjusted Capital Account Deficit.

6.2.3 In order to comply with the "minimum gain chargeback" requirements of Regulation § 1.704-2(f)(1) and § 1.704-2(i)(4), and notwithstanding any other provision of this Agreement to the contrary, in the event there is a net decrease in a Member's share of Company minimum gain (as defined in Regulation § 1.704-2(d)(1)) and/or Member nonrecourse debt minimum gain (as defined in Regulation § 1.704-2(i)(2)) during a Company taxable year, such Member shall be allocated items of income and gain for that year (and if necessary, for other years) as required by and in accordance with Regulation § 1.704-2(f)(1) and § 1.704-2(i)(4) before any other allocation is made.

6.2.4 Notwithstanding any other provision of this Agreement, all items of deduction and loss that, pursuant to Regulation §1.704-2(i), are attributable to a nonrecourse debt for which a Member (or a Person related to such Member under Treasury Regulation §1.752-4(b)) bears the economic risk of loss (within the meaning of Regulation §1.752-2), shall be allocated to such Member as required by Regulation §1.704-2(c).

6.3 Other Allocation Rules.

6.3.1 Each separate item of income, deduction, gain and loss of the Company shall be allocated among the Members in the same proportion as the portion of the total Net Income or Net Loss for the period which is credited or charged to the Capital Account of each Member bears to the total Net Income or Net Loss for such period.

6.3.2 If the Percentage Interests of the Members change during a year, then, unless otherwise determined by Consent of the Members, Net Income or Net Loss for such year shall be allocated among the Members for the periods before and after the date on which the change in Percentage Interests became effective, based on an interim closing of the books. This Section 6.3.2 shall apply both for purposes of computing a Member's Capital Account and for allocation purposes.

6.3.3 Income, gain, loss and deductions of the Company shall, solely for income tax purposes, be allocated among the Members in accordance with Section 704(c) of the Code, so as to take account of any difference between the adjusted basis of the assets of the Company for Federal income tax purposes and their respective Gross Asset Values, and otherwise shall be allocated in the same manner as the related book items were allocated under Sections 6.1 and 6.2 hereof. Except as otherwise determined by the Manager, upon the Consent of the Members, any allocations required by Section 704(c) of the Code shall be effectuated using the traditional method described in Treasury Regulation §1.704-3(b)(1).

ARTICLE SEVEN

Transfers of Membership Interests;
Admission of Additional Members

7.1 Transfers of Membership Interests. Except as specifically provided in this

Agreement, no Member shall have the right to Transfer or otherwise dispose of all or any portion of his or her Membership Interest in the Company, without the Consent of the Members (which consent may be granted or withheld in their sole and absolute discretion), provided, however, that upon the death of a Member, such Member's economic interest, including its right to receive distributions may be transferred to his estate or beneficiaries, but such transferee(s) shall acquire no other rights hereunder unless admitted as Members in accordance with the provisions of Section 7.2 hereof.

7.2 Substitute Members. Anything to the contrary contained in this Agreement notwithstanding, the assignee of a Membership Interest shall have the right to become a substituted member in the Company only if all of the following conditions are satisfied: (1) such assignee is already a Member or the consent referred to in Section 7.1 has been obtained, (2) the assignor so provides in an instrument of assignment, (3) the assignee agrees in writing to be bound by the terms of this Agreement and the Certificate of Organization in writing in a form approved by the Manager, and (4) the assignee pays the reasonable costs incurred by the Company in preparing and recording any necessary amendments to this Agreement and the Certificate of Organization, unless waived by the Manager(s).

ARTICLE EIGHT

Dissolution, Liquidation and Termination

8.1 Dissolution.

8.1.1 The Company shall dissolve upon, but not before, the first to occur of the following:

- (a) By the unanimous vote of the Members;
- (b) The disposition of substantially all of the assets of the Company (including, without limitation, all of the Project) in a single transaction other than a sale-leaseback or an installment sale transaction;
- (c) The dissolution, bankruptcy, death, resignation, expulsion or incompetency of any Member unless the holders of a majority in interest of the remaining Membership Interests consent to continue the business of the Company; and
- (d) Any other event, which, under the Act, would cause the dissolution of a limited liability company unless the holders of a majority in interest of the remaining Membership Interests consent to continue the business of the Company.

8.1.2 Upon dissolution of the Company, the Company shall promptly commence to wind up its affairs and the Manager shall proceed with reasonable promptness to liquidate the business of the Company.

8.1.3 During the period of the winding up of the affairs of the Company, the

rights and obligations of the Members shall continue.

8.2 Liquidation. The Company shall terminate after its affairs have been wound up and its assets fully distributed in liquidation as follows:

(a) first, to the payment of the debts and liabilities of the Company (other than loans made by a Member or an Affiliate of a Member to the Company as provided in this Agreement and the expenses of liquidation);

(b) next, to the setting up of any reserves which the Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company provided that any reserves not necessary to satisfy such liabilities or obligations are distributed as soon as practicable;

(c) next, to the Members or an Affiliate of a Member, to the extent such Persons have made loans to the Company as provided in this Agreement, an amount equal to any unpaid accrued interest on, and then the principal balance of, such loans; provided, however, that in the event the liquidation proceeds shall be insufficient to pay all such interest and principal, payment first shall be made of interest on such loans in the order in which such loans were made and then repayment of the principal shall be made in the order in which such loans were made; and

(d) next, to the Members to repay any Capital Contributions made by them, *pari passu*, in proportion to their respective Capital Contributions; and

(e) thereafter, to the Members, in proportion to their positive Capital Account balances (after taking into account all adjustments to Capital Accounts as provided in this Agreement for all periods including such fiscal year).

8.3 Cancellation of Certificate of the Company. Upon the completion of the liquidation of Company's property, the Manager shall cause the cancellation of the Certificate of Organization and all qualifications of the Company as a foreign limited liability company in jurisdictions other than the State of Connecticut.

ARTICLE NINE

Company Property

9.1 Company Property. The Company's property shall consist of all Company assets and all Company funds. Title to the property and assets of the Company may be taken and held only in the name of the Company or in such other name or names as shall be determined by the Manager. All property now or hereafter owned by the Company shall be deemed owned by the Company as an entity and no Member, individually, shall have any ownership of such property. Title to the assets and properties, real and personal, now or hereafter owned by or leased to the Company, shall be held in the name of the Company or in such other name or names as the

Manager shall determine; provided, however, that if title is held other than in the name of the Company, the Person or Persons who hold title shall certify by instrument duly executed and acknowledged, in form for recording or filing, that title is held as nominee and/or trustee for the benefit of the Company pursuant to the terms of this Agreement and an executed copy of such instrument shall be delivered to each Member.

9.2 Prohibition Against Partition. Each Member hereby permanently waives and relinquishes any and all rights he or she may have to cause all or any part of the property of the Company to be partitioned, it being the intention of the Members to prohibit any Member from bringing a suit for partition against the other Members, or any one of them.

ARTICLE TEN

Records and Accounting; Fiscal Affairs

10.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.

10.2 Bank Accounts. All funds of the Company shall be deposited in such bank or savings and loan account or accounts as shall be designated by the Manager. Withdrawals from any such bank account shall be made upon such signatures as the Manager as the Manager may designate and shall be made only for the purposes of the Company.

10.3 Books and Records. The Manager shall maintain full and accurate books of the Company, in accordance with the Company's accounting policies consistently applied, at the principal place of business of the Company, showing all receipts and expenditures, assets and liabilities, Net Income or Net Loss, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the allocations and distributions provided for in this Agreement. The books and records shall, upon reasonable prior notice to the Company, be open for inspection and copying by any Member or his or her duly authorized representatives during regular business hours at such principal place of business. Any expense for any inspection or examination shall be borne by the Member causing such inspection or review to be conducted. Any information obtained by a Member with respect to the affairs of the Company shall, except as may be required by law, be kept strictly confidential.

10.4 Tax Status. Each of the Members hereby recognizes that the Company will be treated as a partnership for Federal, state and local income tax purposes and will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code.

10.5 Tax Returns; Elections.

10.5.1 The Manager shall cause all income tax and information returns for the Company to be prepared by the Company's accountant and shall cause such tax returns to be timely filed with the appropriate authorities. Copies of such tax and information returns shall be kept at the principal office of the Company or at such other place as the Manager shall

determine and shall be available for inspection by the Members or their representatives during normal business hours. The Manager shall furnish each Member within one hundred twenty (120) days after the end of each fiscal year with such information as may be necessary to enable each Member to file his or its Federal income tax return and any required state income tax return. The Manager shall cause the Company to pay, out of available cash flow and other assets of the Company, any taxes payable by the Company.

10.5.2 The Company may, but is not required to, make an election for federal income tax purposes to the extent permitted by applicable law and regulations, as follows:

(1) in case of a transfer of all or part of any Member's Membership Interest, the Company may elect in a timely manner pursuant to Section 754 of the Code and pursuant to corresponding provisions of applicable state and local tax laws to adjust the bases of the assets of the Company pursuant to Sections 734 and 743 of the Code; and

(2) all other elections required or permitted to be made by the Company shall be made in such a manner as the Manager, upon Consent of the Members, in consultation with the Company's attorneys or the Company's accountant, determine to be most favorable to the Members.

10.5.3 Each Member agrees to report, on his own income tax returns each year, each item of income, gain, loss, deduction and credit as reported by the Company to such Member on the Schedule K-1 (or other similar tax report) issued by the Company to such Member for such year. Except as otherwise required by law, no Member shall take any tax reporting position that is inconsistent in any respect with any tax reporting positions taken by the Company or any entity in which the Company owns any equity interest, and, in the event of a breach by such Member of the provisions of this Section 10.5.3, shall be liable to the Company and the Members for any costs, liabilities and damages (including, without limitation, consequential damages) incurred by any of them on account of such breach.

10.6 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint WRHC Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("**BBA**")) (the "Tax Matters Member") and, the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA). The Partnership Representative shall have the right to designate and remove the "designated individual" pursuant to the Code and the Regulations (the "Designated Individual"). The Tax Matters Member or Partnership Representative may resign at any time. Upon any such resignation, the Members shall appoint a new Tax Matters Member or Partnership Representative.

(b) Tax Examinations and Audits. The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any taxing authorities, including resulting administrative and judicial proceedings, and to expend Company

funds for professional services and costs associated therewith. For any year in which the TEFRA audit rules of Code Sections 6221 through 6234 (prior to amendment by the BBA) apply, the Tax Matters Member shall take such action as is necessary to cause each other Interest Holder to become a notice partner within the meaning of Code Section 6231(a)(8) (prior to amendment by the BBA). The Tax Matters Member or Partnership Representative shall promptly notify the Interest Holders if any tax return of the Company is audited and upon the receipt of a notice of final partnership administrative adjustment or final partnership adjustment. Without the consent of the Members, the Tax Matters Member or Partnership Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss, or deduction of the Company with any taxing authority.

(c) BBA Elections. To the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and Regulations do not permit the Company to elect out of the BBA Procedures, within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Interest Holder during the year or years to which the notice of final partnership adjustment relates a statement of the Interest Holder's share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Interest Holder agrees that such Interest Holder shall not treat any Company item inconsistently on such Interest Holder's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Interest Holder (including penalties, additions to tax or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Interest Holder and if required to be paid (and actually paid) by the Company, will be recoverable from such Interest Holder.

10.7 Income Tax Elections. Except as otherwise provided herein, the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by a Member.

10.8 Company's Accountants. The Company shall retain an independent certified public accountant as shall be designated by the Manager.

10.9 Financial Reporting. Within 30 days after the end of each fiscal quarter and/or upon two (2) weeks written notice from a Member, the Manager shall provide the Members with (i) a statement of income and expenses for the Company and Owner Entity's operation of the Project on a year-to-date basis as of the end of each fiscal quarter, (ii) a balance sheet showing all assets and liabilities of Company and Owner Entity relating to the Project as of the end of such fiscal year, and (iii) during lease-up and operation, a rent schedule for the Project showing the name

of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid and the amount of the security deposit held for each tenant.

ARTICLE ELEVEN

Miscellaneous

11.1 Confidentiality. The Members agree that in connection with the Company's development of the Project, they may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary or other information of each other or third parties. Each Member agrees to keep such information strictly confidential, and that this agreement shall survive the dissolution of the Company.

11.2 Publicity. Each Member agrees that it shall not release any publicity or other advertising materials associated with any phase of the development of the Project without each other Member's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

11.3 Notice. All notices, requests, demands and other communications hereunder shall be made in writing and shall be deemed to have been given if delivered by hand, registered or certified mail with return receipt, or nationally recognized overnight delivery service to the Members at the addresses set forth below:

If to WRHC Manager:

c/o The NHP Foundation
122 East 42nd Street, Suite 4900
New York, NY 10168

With a copy to:

Carmody Torrance Sandak & Hennessey LLP
Attn: Gregg T. Burton, Esq.
195 Church Street
New Haven, CT 06510

If to WRSHIIP:

West River Self-Help Investment Plan, LLC
P.O. Box 2958
New Haven, CT 06510

With a copy to:

Rini & Associates
51 Elm Street, Suite 420
New Haven, CT 06510

Any address may be changed by notice given to the Members, as aforesaid, by the party whose address for notice is to be changed.

11.4 Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11.5 Interpretation, Choice of Law, Dispute Resolution. This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut. The parties hereby consent to personal jurisdiction and venue in the State of Connecticut, County of New Haven, with respect to any action or proceeding brought in connection with this Agreement. Except as otherwise specifically provided in this Agreement, the Members agree that any dispute or controversy arising between them shall be submitted exclusively first to mediation and if not resolved to final and binding arbitration to be held in Connecticut, in accordance with the standard rules then in effect of the American Arbitration Association or such other arbitration program as the parties shall agree in writing. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the Person or Persons referred to may require. The captions of sections of this Agreement have been inserted as a matter of convenience only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

11.6 Limitation of Damages. Except as otherwise specifically provided in this Agreement, the Members shall have no liability to each other, and in no event shall either Member be liable to the other for any indirect, incidental, special, penal or consequential damages, however caused, whether founded on contract, in tort (including negligence), strict liability or otherwise.

11.7 Entire Agreement. The parties hereto agree that all understandings and agreements heretofore made between them are merged in this Agreement, which alone fully and completely expresses their agreement with respect to the subject matter hereof. There are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among the parties hereto, other than as set forth in this Agreement, and the Certificate of Organization. All prior agreements among the parties are superseded by this Agreement, which integrates all promises, agreements, conditions, and understandings among the parties with respect to the Company and its property.

11.8 Termination, Revocation, Waiver, Modification or Amendment. No termination, revocation, waiver, modification or amendment of this Agreement shall be binding unless consented to in writing and executed by all the Members.

11.9 Counterparts; Effective Date. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. This Agreement is dated and shall be effective among the parties as of the date first above written.

11.10 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, permitted assigns, heirs, executors, administrators and legal representatives.

11.11 Further Assurances. Each of the parties hereto agrees to execute, acknowledge, deliver, file, record and publish such further certificates, instruments, agreements and other documents, and to take all such further action as may be required by law or deemed by the Members to be necessary or useful in furtherance of the Company's purposes and the objectives and intentions underlying this Agreement and not inconsistent with the terms hereof.

11.12 Waiver. No consent or waiver, express or implied, by any Member or Manager to or of any breach or default by any other Member or Manager in the performance by any other Member or Manager of his or her obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Member or Manager of the same or any other obligation of such Member hereunder. Failure on the part of a Member or Manager to complain of any act or failure to act of any other Member or Manager or to declare such other Member or Manager in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member or Manager of his or her rights hereunder.

11.13 Additional Remedies. The rights and remedies of any Member or Manager hereunder shall not be mutually exclusive. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it limit or affect, any other rights in equity or any rights at law or by statute or otherwise of any party aggrieved as against the other for breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the agreement of the parties hereto that their respective rights and obligations hereunder shall be enforceable in equity as well as at law or otherwise.

11.14 No Reliance by Third Parties. The provisions of this Agreement are not for the benefit of any creditor or other Person other than a Member to whom any losses, debts, claims, expenses or encumbrances are owed by, or who otherwise has any claim against, the Company or any Member, and no creditor or other Person shall obtain any rights under this paragraph or by reason of this paragraph, or shall be able to make any claim in respect of any debts, liabilities, or obligations against the Company or any Member.

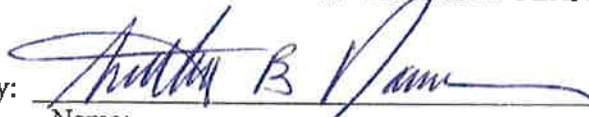
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

WRHC MANAGER, LLC

By: THE NHP FOUNDATION, its sole member and manager

By: 
Name: RICHARD F. BURNS
Title: CEO

WEST RIVER SELF-HELP INVESTMENT PLAN, LLC

By: 
Name:
Title: President

SCHEDULE A

<u>Members</u>	<u>Membership Interest</u>	<u>Percentage Interest</u>	<u>Initial Capital Account</u>
WRHC MANAGER, LLC	65%	65%	\$65
WEST RIVER SELF HELP INVESTMENT PLAN LLC	35%	35%	\$35

EXHIBIT 3

CERTIFICATE OF GOOD STANDING

Attached.

Secretary of the State of Connecticut Certificate of Legal Existence

Certificate of Legal Existence Certificate

Date Issued: November 22, 2022

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify, that the certificate of organization for the below domestic limited liability company was filed in this office.

A certificate of dissolution has not been filed, and so far, as indicated by the records of this office, such limited liability company is in existence.

Business Details

Business Name	WEST RIVER HOUSING COMPANY LLC
Business ALEI	US-CT.BER:1282726
Formation Date	08/22/2018



Secretary of the State

Secretary of the State of Connecticut Certificate of Legal Existence

Certificate of Legal Existence Certificate

Date Issued: November 22, 2022

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify, that the certificate of organization for the below domestic limited liability company was filed in this office.

A certificate of dissolution has not been filed, and so far, as indicated by the records of this office, such limited liability company is in existence.

Business Details

Business Name West River Housing Company MM, LLC

Business ALEI US-CT.BER:2403309

Formation Date 12/15/2021



Secretary of the State

Business ALEI: US-CT.BER:2403309

Note: To verify this certificate, visit Business.ct.gov

Certificate Number: C-00069138

EXHIBIT 4

EVIDENCE OF SITE CONTROL

The disposition of this property from the City of New Haven (Livable Cities) to the West River Housing Company LLC is the matter of New Haven City Plan Application 1548-01 dated August 16, 2018. We then entered into a Memorandum of Understanding on October 23, 2019 under CITY File Number: A19-1082 to have exclusivity to carry out due diligence for development. Due to delays after the Pandemic and recent inflationary cost increases, the MOU was Amended in October 25, 2021 (CITY File Number: A20-0522) and again on September 30, 2022 to extend our use until April 28, 2023.

Excerpts of the New Haven City Plan Application 1548-01 are attached along with the above reference MOUs and amendments.

**MEMORANDUM OF UNDERSTANDING
CITY FILE NUMBER: A19-1082**

This Memorandum of Understanding (“MOU”) is entered into as of the 23rd day of October, 2019 (the “Effective Date”), by and between the City of New Haven, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address of 165 Church Street, New Haven, Connecticut 06510 (the “City”) and West River Housing Company, a Limited Liability Company organized and existing under the laws of the State of Connecticut having a business address of 122 E 42nd Street, STE 4900, New York, NY 10168 (the “Potential Developer”).

BACKGROUND

- I. The City is the owner of a parcel of land known as commonly known as Route 34, Parcel 1 located in New Haven, Connecticut, consisting of approximately 4.4 acres (the “Property”) which City Property is shown on Exhibit A attached hereto and made a part hereof.
- II. The Potential Developer is a limited liability corporation that has entered into discussions with the City with the intention of developing the Property as an affordable housing project containing approximately 57 residential units (the “Project”).
- III. Accordingly, the City and the Potential Developer have agreed to enter into this MOU containing a period of exclusivity for the Potential Developer to carry out such due diligence with respect to the Property as the Potential Developer may consider necessary or desirable, to develop a detailed plan for the Project, to determine sources of financing therefor and to carry out such other pre-development tasks as are hereinafter described or as may be considered desirable. It is anticipated that once these pre-development activities have been completed, the Potential Developer will present such plan to the City, so as to facilitate (to the extent that such plan is acceptable to the City) the negotiation of legally binding agreements between the City and the Potential Developer (which agreements would require review and approval by the City’s Board of Alders) which would include (without limitation) a Development and Land Disposition Agreement (the “Definitive Agreements”).

NOW THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. Term of MOU

- (a) This MOU shall take effect as of the Effective Date and shall continue in full force and effect for a period not to exceed twelve (12) months from the Effective Date expiring on October 24, 2020 (the “Term”), whereupon this MOU shall automatically terminate and be null and void and of no further force and effect without the need for any notice or other instrument of termination (the “Expiration Date”).
- (b) Notwithstanding the provisions of Section 1(a) above, this MOU shall automatically terminate upon (i) a mutual determination that it will not be possible to negotiate mutually acceptable Definitive Agreements or (ii) the execution and delivery of the Definitive Agreements following approval of the same by the Board of Alders or (iii) upon rejection of the Project by the Board of Alders.

2. **Exclusivity**

For so long as this MOU remains in full force and effect, the City shall not enter into negotiations or any other discussions concerning the development of the Property, or any part thereof, with any party other than the Potential Developer or a designated affiliated entity thereof, provided that the City may, with the express written approval of the Potential Developer, enter into discussions with possible occupants of any portion of the Project.

3. **Activities.** During the Term:

- (a) the Potential Developer shall, at its sole risk, cost and expense, undertake the tasks detailed in Exhibit B attached hereto and made a part hereof.
- (b) the Potential Developer and the City shall seek to negotiate mutually acceptable Definitive Agreements which shall contain (without limitation) provisions concerning:
 - (i) a mutually acceptable sale price for the City Property
 - (ii) cooperation between the City and the Potential Developer concerning the acquisition of all necessary permits and approvals for the Project;
 - (iii) the mutual vision for the Project including the provision of sufficient parking facilities and prohibition of certain uses;
 - (iv) a minimum taxable period of thirty (30) years, subject to any as of right tax assessment deferral programs;
 - (v) community outreach to be conducted by the Potential Developer;
 - (vi) design considerations, including City input with respect thereto, with a view (inter alia) to ensuring sustainability as measured against Passive House Design Standards;
 - (vii) the Potential Developer's obligation to carry out a traffic study and prepare an appropriate draft traffic plan arising therefrom, containing suitable traffic demand management strategies;
 - (viii) a mutually acceptable minimum equity contribution by the Potential Developer; and
 - (ix) the Potential Developer's obligation concerning Equal Employment Opportunity requirements, Small Business Construction Initiative requirements and Workforce requirements centered around the Order of the Board of Alders dated February 6, 2012.

4. **Access and Inspections.**

- (a) The City shall ensure that the Potential Developer and its designees and consultants are able to obtain reasonable access to the City Property to perform such inspections and testing (including environmental surveys) as deemed reasonably necessary by the Potential Developer. It is agreed and understood that the Potential Developer shall provide its agents, employees, designees and consultants with appropriate safety equipment for accessing the City Property, and that the Potential Developer shall be responsible for causing any such party entering the City Property to observe all applicable workplace safety rules and regulations. The Potential Developer shall obtain and maintain (and shall cause its designees and consultants to obtain and maintain) general liability insurance in a minimum amount of \$1,000,000.00 per person and occurrence and \$2,000,000.00 in the aggregate, covering all activities at the City Property and naming the City as additional insured on all such insurance policies. The Potential Developer agrees that all such activities shall be carried out in such a manner as to cause as little disruption as possible to the surrounding area, that the

City shall be afforded not less than Forty-eight (48) hours written notice of any proposed entry onto the City Property containing reasonable details of the work to be performed and that no entry onto the City Property by the Potential Developer (or by any party acting through or under the Potential Developer) shall be permitted until such time as an appropriate Certificate of Insurance shall have been delivered to the City.

(b) The Potential Developer hereby agrees to indemnify, defend and hold harmless the City, its representatives, successors and assigns from any and all claims, damages, and other costs (including reasonable attorneys fees) arising out of or related to its activities or the activities of its employees, contractors or subcontractors at the City Property provided that such indemnity shall not extend to any such claims, damages, or other costs arising out of the willful or negligent acts or omissions of the City, its agents or employees. This indemnification herein shall survive the termination of this MOU.

5. **Notices.** Any notices required hereunder shall be sent by certified mail, return receipt requested as follows:

If to the City:

Serena Neal Sanjurjo
Executive Director, the Livable City Initiative
The City of New Haven
165 Church Street, 3rd Floor
New Haven, CT 06510

With a copy to:

Corporation Counsel
The City of New Haven
165 Church Street, 4th Floor
New Haven, CT 06510

If to the Potential Developer:

West River Housing Company, LLC
Richard F. Burns, President and CEO
The NHP Foundation
122 East 42nd Street, Suite 4900
New York, NY 10168

With a copy to:

Anthony Dawson, President
West River Self Help Investment Plan LLC
1324 Chapel Street
New Haven, CT 06511

IN WITNESS WHEREOF, the Parties have executed and delivered this MOU, which may be executed in counterpart, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document, as of the day and date first above written.

CITY OF NEW HAVEN

Serena Neal Sanjurjo
Executive Director

WEST RIVER HOUSING COMPANY, LLC



Richard F. Burns
President, Duly Authorized

EXHIBIT A
City Property

Said premises consist of those certain parcels of land situated in the Town of New Haven, County of New Haven and State of Connecticut, containing a total of 27.65 acres, more or less, and more particularly shown on a map to be filed in the New Haven Town Clerk's Office entitled, "TOWN OF NEW HAVEN MAP SHOWING TRANSFER OF CUSTODY AND CONTROL TO THE STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION NORTH FRONTAGE ROAD & LEGION AVENUE FROM ELLA T. GRASSO BOULEVARD EASTERLY TO ROUTE 34 EXPRESSWAY SCALE 1" = 40' MAR. 2003 ARTHUR W. GRUIN, P.E. CHIEF ENGINEER - BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS". TOWN NO. 92, PROJ. NO. 156-79, SERIAL NO. 36B, SHEET NOS. 1-6, bounded and described as follows:

No
TAX

PARCEL 1: situated on the northerly side of Legion Avenue, containing 4.20 acres, more or less;

SOUTHERLY	by Legion Avenue, a total distance of 606 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map;
SOUTHWESTERLY	by C.T. Route 34 & 10 - Ella T. Grasso Boulevard at the intersection of Legion Avenue, 54 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map;
WESTERLY	by said C.T. Route 34 & 10 - Ella T. Grasso Boulevard, a total distance of 201 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map;
NORTHWESTERLY	by said C.T. Route 34 & 10 - Ella T. Grasso Boulevard at the intersection of S.R. 706 - North Frontage Road, 61 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map;
NORTHERLY	by S.R. 706 - North Frontage Road, 659 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map;
NORTHEASTERLY	by said S.R. 706 - North Frontage Road at the intersection of Tyler Street, 46 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map;
EASTERLY	by said Tyler Street, 183 feet, more or less, by a line designated "TRANSFER LINE & STREET LINE", as shown on said map;
SOUTHEASTERLY	by said Tyler Street at the intersection of Legion Avenue, 54 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map;

EXHIBIT B
Preliminary Tasks

Order Phase I Environmental Testing update*

Concept Plan*:

- Passive House Design Standards Compliance Plan
- Order Traffic Study to include TRAFFIC DEMAND MANAGEMENT STRATEGIES
- Draft Parking Plan
- Concept Plan Elevation Rendering

Interview Possible Financing Sources for Initial Feedback and Interest*

Complete Concept Plan*

** indicates such task(s) has already been completed*

**AMENDMENT NO. 2 TO THE
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF NEW HAVEN AND
WEST RIVER HOUSING COMPANY**

This Amendment No. 2 (this “Amendment”) to the Memorandum of Understanding (“MOU”) is entered into effective the 30th day of September, 2022, by and between the City of New Haven, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address of 165 Church Street, New Haven, Connecticut 06510 (the “City”) and West River Housing Company LLC, a limited liability company organized and existing under the laws of the State of Connecticut having a business address of 122 E 42nd Street, STE 4900, New York, NY 10188 (the “Potential Developer”).

BACKGROUND

I. The City is the owner of a parcel of land commonly known as Route 34, Parcel 1 located in New Haven, Connecticut, consisting of approximately 4.4 acres (the “Property”) which City Property is shown on Exhibit A attached hereto and made a part hereof.

II. The City and the Potential Developer entered into a certain Memorandum of Understanding on July 28th, 2021, as amended by Amendment No. 1 to the Memorandum of Understanding effective April 28, 2022 (as amended, the “MOU”), the term of which is set to automatically expire on September 30, 2022.

III. The City and the Potential Developer desire to extend the term of the MOU to allow the City and the Potential Developer to finalize the Disposition Agreements (as defined in the MOU).

NOW THEREFORE, in consideration of the foregoing, the City and Potential Developer mutually agree to amend the MOU as follows:

1. All capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to such terms in the MOU.
2. The Term of the MOU is hereby extended to April 28, 2023.
3. Except as hereby expressly modified, the MOU shall continue upon the same terms, conditions and understanding as specified therein.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment No. 2 to Memorandum of Understanding, which may be executed in counterpart, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document, as of the day and date first above written.

CITY OF NEW HAVEN



Michael Piscitelli
Economic Development Administrator

WEST RIVER HOUSING COMPANY, LLC

By: West River Housing Company MM LLC

Its Managing Member

By: WRHC Manager LLC

Its Managing Member

By: The NHP Foundation

Its Member

By: _____

Scott Barkan

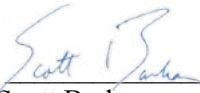
Senior Vice President

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment No. 2 to Memorandum of Understanding, which may be executed in counterpart, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document, as of the day and date first above written.

CITY OF NEW HAVEN

Michael Piscitelli
Economic Development Administrator

WEST RIVER HOUSING COMPANY, LLC
By: West River Housing Company MM LLC
Its Managing Member
By: WRHC Manager LLC
Its Managing Member
By: The NHP Foundation
Its Member

By: 

Scott Barkan
Senior Vice President

Exhibit A

**AMENDMENT NO. 1 TO THE
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF NEW HAVEN AND
WEST RIVER HOUSING COMPANY
CITY FILE NUMBER: A20-0522**

This Amendment No. 1 to the Memorandum of Understanding ("MOU") is entered into effective the 25th day of October, 2020 (the "Effective Date"), by and between the City of New Haven, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address of 165 Church Street, New Haven, Connecticut 06510 (the "City") and West River Housing Company, a Limited Liability Company organized and existing under the laws of the State of Connecticut having a business address of 122 E 42nd Street, STE 4900, New York, NY 10188 (the "Potential Developer").

BACKGROUND

- I. The City is the owner of a parcel of land commonly known as Route 34, Parcel 1 located in New Haven, Connecticut, consisting of approximately 4.4 acres (the "Property") which City Property is shown on Exhibit A attached hereto and made a part hereof.
- II. The Potential Developer is a limited liability corporation that has entered into discussions with the City with the intention of developing the Property as an affordable housing project containing approximately 57 residential units (the "Project").
- III. The City and the Potential Developer entered into a certain Memorandum of Understanding on October 23, 2019 (the "MOU") wherein the Potential Developer was afforded a twelve (12) month period of exclusivity to carry out such due diligence with respect to the Property as the Potential Developer may consider necessary or desirable, to develop a detailed plan for the Project, to determine sources of financing therefor and to carry out such other pre-development tasks as are hereinafter described or as may be considered desirable.
- IV. The Potential Developer has commenced its due diligence, development of a detailed plan for the Project and identification of funding sources among other pre-development tasks.
- V. The MOU is set to automatically expire on October 24, 2020.
- VI. Accordingly, the City and the Potential Developer have agreed to extend the MOU thereby affording the Potential Developer an additional period of exclusivity to continue such due diligence with respect to the Property as the Potential Developer may consider necessary or desirable, to finalize a detailed plan for the Project, and identify and secure sources of financing therefor and to carry out such other pre-development tasks as are hereinafter described or as may be considered desirable. It is anticipated that once these pre-development activities have been completed, the Potential Developer will present such plan to the City, so as to facilitate (to the extent that such plan is acceptable to the City) the negotiation of legally binding agreements between the City and the Potential Developer (which agreements would require review and approval by the City's Board of Alders) which would include (without limitation) a Development and Land Disposition Agreement (the "Definitive Agreements").

NOW THEREFORE, in consideration of the foregoing, the City and Potential Developer mutually agree to amend the MOU as follows:

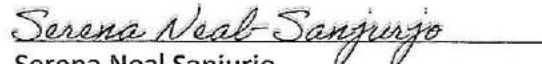
1. Term of MOU

- (a) This MOU shall take effect as of the Effective Date and shall continue in full force and effect for a period not to exceed twelve (12) months from the Effective Date expiring on October 24, 2021 (the "Term"), whereupon this MOU shall automatically terminate and be null and void and of no further force and effect without the need for any notice or other instrument of termination (the "Expiration Date").
 - (b) Notwithstanding the provisions of Section 1(a) above, this MOU shall automatically terminate upon (i) a mutual determination that it will not be possible to negotiate mutually acceptable Definitive Agreements or (ii) the execution and delivery of the Definitive Agreements following approval of the same by the Board of Alders or (iii) upon rejection of the Project by the Board of Alders.
2. Except as hereby expressly modified, the MOU shall continue upon the same terms, conditions and understanding as specified therein.

Signatures to Follow

IN WITNESS WHEREOF, the Parties have executed and delivered this MOU, which may be executed in counterpart, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document, as of the day and date first above written.

CITY OF NEW HAVEN


Serena Neal Sanjurjo
Executive Director

WEST RIVER HOUSING COMPANY, LLC



Richard F. Burns
President, Duly Authorized

EXHIBIT A
City Property

No TAX

Said premises consist of those certain parcels of land situated in the Town of New Haven, County of New Haven and State of Connecticut, containing a total of 27.65 acres, more or less, and more particularly shown on a map to be filed in the New Haven Town Clerk's Office entitled, "TOWN OF NEW HAVEN MAP SHOWING TRANSFER OF CUSTODY AND CONTROL TO THE STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION NORTH FRONTAGE ROAD & LEGION AVENUE FROM ELLA T. GRASSO BOULEVARD EASTERLY TO ROUTE 34 EXPRESSWAY SCALE 1" = 40' MAR. 2003 ARTHUR W. GRUIN, P.E. CHIEF ENGINEER - BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS". TOWN NO. 92, PROJ. NO. 156-79, SERIAL NO. 56B, SHEET NOS. 1-6, bounded and described as follows:

PARCEL 1: situated on the northerly side of Legion Avenue, containing 4.20 acres, more or less;

- | | |
|---------------|--|
| SOUTHERLY | by Legion Avenue, a total distance of 608 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map; |
| SOUTHWESTERLY | by CT. Route 34 & 10 - Ella T. Grasso Boulevard at the intersection of Legion Avenue, 54 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map; |
| WESTERLY | by said CT. Route 34 & 10 - Ella T. Grasso Boulevard, a total distance of 201 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map; |
| NORTHWESTERLY | by said CT. Route 34 & 10 - Ella T. Grasso Boulevard at the intersection of S.R. 706 - North Frontage Road, 51 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map; |
| NORTHERLY | by S.R. 706 - North Frontage Road, 659 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map; |
| NORTHEASTERLY | by said S.R. 706 - North Frontage Road at the intersection of Tyler Street, 46 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map; |
| EASTERLY | by said Tyler Street, 183 feet, more or less, by a line designated "TRANSFER LINE & STREET LINE", as shown on said map; |
| SOUTHEASTERLY | by said Tyler Street at the intersection of Legion Avenue, 54 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map; |

EXHIBIT B
Preliminary Tasks

Order Phase I Environmental Testing update

Concept Plan:

- Passive House Design Standards Compliance Plan
- Order Traffic Study to include TRAFFIC DEMAND MANAGEMENT STRATEGIES
- Draft Parking Plan
- Concept Plan Elevation Rendering

Interview Possible Financing Sources for Initial Feedback and Interest

Complete Concept Plan

**MEMORANDUM OF UNDERSTANDING
CITY FILE NUMBER: A19-1082**

This Memorandum of Understanding ("MOU") is entered into as of the 23rd day of October, 2019 (the "Effective Date"), by and between the City of New Haven, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address of 165 Church Street, New Haven, Connecticut 06510 (the "City") and West River Housing Company, a Limited Liability Company organized and existing under the laws of the State of Connecticut having a business address of 122 E 42nd Street, STE 4900, New York, NY 10168 (the "Potential Developer").

BACKGROUND

- I. The City is the owner of a parcel of land known as commonly known as Route 34, Parcel 1 located in New Haven, Connecticut, consisting of approximately 4.4 acres (the "Property") which City Property is shown on Exhibit A attached hereto and made a part hereof.
- II. The Potential Developer is a limited liability corporation that has entered into discussions with the City with the intention of developing the Property as an affordable housing project containing approximately 57 residential units (the "Project").
- III. Accordingly, the City and the Potential Developer have agreed to enter into this MOU containing a period of exclusivity for the Potential Developer to carry out such due diligence with respect to the Property as the Potential Developer may consider necessary or desirable, to develop a detailed plan for the Project, to determine sources of financing therefor and to carry out such other pre-development tasks as are hereinafter described or as may be considered desirable. It is anticipated that once these pre-development activities have been completed, the Potential Developer will present such plan to the City, so as to facilitate (to the extent that such plan is acceptable to the City) the negotiation of legally binding agreements between the City and the Potential Developer (which agreements would require review and approval by the City's Board of Alders) which would include (without limitation) a Development and Land Disposition Agreement (the "Definitive Agreements").

NOW THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. Term of MOU

- (a) This MOU shall take effect as of the Effective Date and shall continue in full force and effect for a period not to exceed twelve (12) months from the Effective Date expiring on October 24, 2020 (the "Term"), whereupon this MOU shall automatically terminate and be null and void and of no further force and effect without the need for any notice or other instrument of termination (the "Expiration Date").
- (b) Notwithstanding the provisions of Section 1(a) above, this MOU shall automatically terminate upon (i) a mutual determination that it will not be possible to negotiate mutually acceptable Definitive Agreements or (ii) the execution and delivery of the Definitive Agreements following approval of the same by the Board of Alders or (iii) upon rejection of the Project by the Board of Alders.

2. Exclusivity

For so long as this MOU remains in full force and effect, the City shall not enter into negotiations or any other discussions concerning the development of the Property, or any part thereof, with any party other than the Potential Developer or a designated affiliated entity thereof, provided that the City may, with the express written approval of the Potential Developer, enter into discussions with possible occupants of any portion of the Project.

3. Activities. During the Term;

- (a) the Potential Developer shall, at its sole risk, cost and expense, undertake the tasks detailed in Exhibit B attached hereto and made a part hereof.
- (b) the Potential Developer and the City shall seek to negotiate mutually acceptable Definitive Agreements which shall contain (without limitation) provisions concerning:
 - (i) a mutually acceptable sale price for the City Property
 - (ii) cooperation between the City and the Potential Developer concerning the acquisition of all necessary permits and approvals for the Project;
 - (iii) the mutual vision for the Project including the provision of sufficient parking facilities and prohibition of certain uses;
 - (iv) a minimum taxable period of thirty (30) years, subject to any as of right tax assessment deferral programs;
 - (v) community outreach to be conducted by the Potential Developer;
 - (vi) design considerations, including City input with respect thereto, with a view (inter alia) to ensuring sustainability as measured against Passive House Design Standards;
 - (vii) the Potential Developer's obligation to carry out a traffic study and prepare an appropriate draft traffic plan arising therefrom, containing suitable traffic demand management strategies;
 - (viii) a mutually acceptable minimum equity contribution by the Potential Developer; and
 - (ix) the Potential Developer's obligation concerning Equal Employment Opportunity requirements, Small Business Construction Initiative requirements and Workforce requirements centered around the Order of the Board of Alders dated February 6, 2012.

4. Access and Inspections:

- (a) The City shall ensure that the Potential Developer and its designees and consultants are able to obtain reasonable access to the City Property to perform such inspections and testing (including environmental surveys) as deemed reasonably necessary by the Potential Developer. It is agreed and understood that the Potential Developer shall provide its agents, employees, designees and consultants with appropriate safety equipment for accessing the City Property, and that the Potential Developer shall be responsible for causing any such party entering the City Property to observe all applicable workplace safety rules and regulations. The Potential Developer shall obtain and maintain (and shall cause its designees and consultants to obtain and maintain) general liability insurance in a minimum amount of \$1,000,000.00 per person and occurrence and \$2,000,000.00 in the aggregate, covering all activities at the City Property and naming the City as additional insured on all such insurance policies. The Potential Developer agrees that all such activities shall be carried out in such a manner as to cause as little disruption as possible to the surrounding area, that the

City shall be afforded not less than Forty-eight (48) hours written notice of any proposed entry onto the City Property containing reasonable details of the work to be performed and that no entry onto the City Property by the Potential Developer (or by any party acting through or under the Potential Developer) shall be permitted until such time as an appropriate Certificate of Insurance shall have been delivered to the City.

- (b) The Potential Developer hereby agrees to indemnify, defend and hold harmless the City, its representatives, successors and assigns from any and all claims, damages, and other costs (including reasonable attorneys fees) arising out of or related to its activities or the activities of its employees, contractors or subcontractors at the City Property provided that such indemnity shall not extend to any such claims, damages, or other costs arising out of the willful or negligent acts or omissions of the City, its agents or employees. This indemnification herein shall survive the termination of this MOU.

5. **Notices.** Any notices required hereunder shall be sent by certified mail, return receipt requested as follows:

If to the City:

Serena Neal Sanjurjo
Executive Director, the Livable City Initiative
The City of New Haven
165 Church Street, 3rd Floor
New Haven, CT 06510

With a copy to:

Corporation Counsel
The City of New Haven
165 Church Street, 4th Floor
New Haven, CT 06510

If to the Potential Developer:

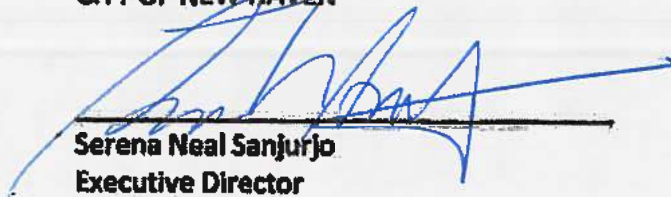
West River Housing Company, LLC
Richard F. Burns, President and CEO
The NHP Foundation
122 East 42nd Street, Suite 4900
New York, NY 10168

With a copy to:

Anthony Dawson, President
West River Self Help Investment Plan LLC
1324 Chapel Street
New Haven, CT 06511

IN WITNESS WHEREOF, the Parties have executed and delivered this MOU, which may be executed in counterpart, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document, as of the day and date first above written.

CITY OF NEW HAVEN



Serena Neal Sanjurjo
Executive Director

WEST RIVER HOUSING COMPANY, LLC



Richard F. Burns
President, Duly Authorized

EXHIBIT A
City Property

Said premises consist of those certain parcels of land situated in the Town of New Haven, County of New Haven and State of Connecticut, containing a total of 27.65 acres, more or less, and more particularly shown on a map to be filed in the New Haven Town Clerk's Office entitled, "TOWN OF NEW HAVEN MAP SHOWING TRANSFER OF CUSTODY AND CONTROL TO THE STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION NORTH FRONTAGE ROAD & LEGION AVENUE FROM ELLA T. GRASSO BOULEVARD EASTERLY TO ROUTE 34 EXPRESSWAY SCALE 1" = 40' MAR. 2003 ARTHUR W. GRUIN, P.E. CHIEF ENGINEER - BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS". TOWN NO. 92, PROJ. NO. 136-79, SERIAL NO. 368, SHEET NOS. 1-6, bounded and described as follows:

NO
TAX

PARCEL 1: situated on the northerly side of Legion Avenue, containing 4.20 acres, more or less;

SOUTHERLY	by Legion Avenue, a total distance of 608 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map;
SOUTHWESTERLY	by CT. Route 34 & 10 - Ella T. Grasso Boulevard at the intersection of Legion Avenue, 34 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map;
WESTERLY	by said CT. Route 34 & 10 - Ella T. Grasso Boulevard, a total distance of 201 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map;
NORTHWESTERLY	by said CT. Route 34 & 10 - Ella T. Grasso Boulevard at the intersection of S.R. 706 - North Frontage Road, 61 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map;
NORTHERLY	by S.R. 706 - North Frontage Road, 659 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map;
NORTHEASTERLY	by said S.R. 706 - North Frontage Road at the intersection of Tyler Street, 46 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED HIGHWAY LINE", as shown on said map;
EASTERLY	by said Tyler Street, 183 feet, more or less, by a line designated "TRANSFER LINE & STREET LINE", as shown on said map;
SOUTHEASTERLY	by said Tyler Street at the intersection of Legion Avenue, 34 feet, more or less, by a line designated "TRANSFER LINE & PROPOSED STREET LINE", as shown on said map;

EXHIBIT B
Preliminary Tasks

Order Phase I Environmental Testing update*

Concept Plan*:

- **Passive House Design Standards Compliance Plan**
- **Order Traffic Study to include TRAFFIC DEMAND MANAGEMENT STRATEGIES**
- **Draft Parking Plan**
- **Concept Plan Elevation Rendering**

Interview Possible Financing Sources for Initial Feedback and Interest*

Complete Concept Plan*

**** Indicates such task(s) has already been completed***

EXHIBIT 5

DEED/REAL PROPERTY COVENANTS

N/A. The development parcel is City owned land. Disposition of the parcel to West River Housing Company LLC is the subject of New Haven City Plan Docket Number 1458-01

EXHIBIT 6

REAL PROPERTY TAX INFORMATION

N/A. The Property is owned by the City of New Haven.

West River Housing Company LLC owns no other real estate properties or interests in the City of New Haven

EXHIBIT 7

PRELIMINARY DEVELOPMENT BUDGET

Attached.

PERMANENT SOURCES

Equity Capital / Grants [Non-Debt]

			\$'s / Unit
Federal LIHTC Net Proceeds	44.4%	\$ 12,274,112	\$219,181
Federal Home Loan Bank AHP	2.4%	650,000	\$11,607
Energy Rebate	1.0%	277,118	\$4,949
Developer Equity	4.5%	1,243,952	\$22,213
EQUITY SUB-TOTAL	52.3%	\$ 14,445,182	\$257,950

Financing

CHFA 1st Mortg. Loan	21.3%	\$ 5,900,000	\$105,357
CHFA CMF Funding	5.4%	\$ 1,500,000	\$26,786
CT Department of Housing	14.5%	4,000,000	\$71,429
City of New Haven	1.8%	500,000	\$8,929
DOH GAP	4.7%	1,300,000	\$23,214
FINANCING SUB-TOTAL	47.7%	\$ 13,200,000	\$235,714

TOTAL SOURCES	\$ 27,645,182	\$493,664
Funding Gap [Sources less Uses]	(\$3,484,658)	

USES

			RESID. GSF %
			0.0%
			\$ / Unit
Construction Hard Costs	66.3%	20,645,441	\$0
Commercial Cost	0.3%	105,750	
Const. Contingency	3.3%	1,014,726	\$0
Architectural / Engineering	4.6%	1,424,262	\$0
Finance and Interim Costs	7.8%	2,437,472	\$0
Other Soft Costs [Fees and Expenses]	2.9%	903,237	\$0
Developer Allow./Fee [Overhead+Profit]	7.3%	2,287,378	\$0
Pre-Develop. Carrying Costs	0.0%	-	\$0
Site Acquisition [Recognized]	2.7%	840,000	\$0
Capitalized Reserves	4.1%	1,290,473	\$0
Recognized Lending Costs	99.4%	\$ 30,948,740	\$0
Entity / Syndication / Other Costs	0.6%	181,100	\$0
			\$ / Unit
TOTAL RESIDENTIAL USES		31,024,090	
TOTAL COMMERCIAL USES		105,750	
TOTAL USES		\$ 31,129,840	\$0



May 7, 2021

West River Housing Company, LLC
Attn: Jamie Smarr, Vice President
122 East 42nd Street, Suite 4900
New York, NY 10168

**Re: *Notice of Reservation of 2021 or 2022 Low-Income Housing Tax Credits
MLK/Tyler Street Family Housing, New Haven, Connecticut (the "Project")
Project Number: CT-21-911***

Dear Mr. Smarr:

The Connecticut Housing Finance Authority, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut (the "Authority") has approved a conditional reservation (the "Reservation") of 2021 or 2022 low-income housing tax credits ("LIHTC") from the Authority's 2021 credit round in the amount up to \$1,319,929 for 56 residential units to be located at the Project. This Reservation is in accordance with the State of Connecticut Qualified Allocation Plan adopted by the Authority and approved by the Governor of the State of Connecticut on August 20, 2020 (the "QAP") and is conditioned upon the components of the Project set forth in the LIHTC application submitted to the Authority on behalf of the Project (the "Application") and set forth, without limitation, on Exhibit A, attached hereto and made a part hereof.

This is not a final LIHTC allocation, but solely the Reservation granted upon the determination by the Authority's Board of Directors and staff that the proposed Project has complied with all the requirements of the QAP and all applicable federal law and regulations governing the Authority's allocation and administration of LIHTC. The Authority reserves the right to cancel and withdraw this Reservation if it determines that (i) any of the conditions of this Reservation have not been met, (ii) the completion of the proposed Project is not proceeding expeditiously or in accordance with the schedule set forth in the Application, and/or (iii) if any of the other information or assumptions contained in the Application have materially changed.

As a condition of this Reservation, CHFA shall commission a professional market study to be paid for by the owner of the Project. If CHFA financing is also contemplated for the Project, a CHFA-commissioned appraisal will also be required. The appraisal and market study will be ordered upon receipt of a non-refundable

payment by the owner of the Project. The market study must be received by the Authority no later than November 12, 2021 and the appraisal must be received and reviewed by the Authority prior to any commitment of financing by the Authority's board of directors.

Enclosed is the draft Carryover Allocation Agreement and Extended Low-Income Housing Commitment Execution List for 2021 9% Allocations for your review. A final version of the list, as well access to a Sharefile account to upload items, will be provided to you in the near future. Please review the list carefully and submit items with adequate time for the Authority to review and approve (if required). Please be prepared to have the items needed prior to issuance of the carryover allocation agreement submitted by November 2, 2021.

A subsidy layering analysis may also be required for mixed-finance public housing projects and for newly constructed and rehabilitated structures which utilize Project-Based Vouchers in conjunction with LIHTCs. The analysis is performed in accordance with HUD Administrative Guidelines and must be completed by the Authority prior to the closing of financing for the Project. If the use of Project-Based Vouchers from a local housing authority is incorporated into this transaction, please contact CHFA to request a subsidy layering analysis. The completion of the subsidy layering review by CHFA or acceptance by CHFA of a subsidy layering review performed by another authorized entity will be required prior to the issuance of an Extended Low-Income Housing Commitment.

In order to provide financial relief due to the unusual circumstances associated with the COVID-19 public health crisis, CHFA is deferring the twenty-five percent (25%) LIHTC servicing fee payment, customarily due with the return of this letter, to now being due on or before the execution of the carryover allocation agreement for the Project. The LIHTC servicing fee in the amount of \$105,594 will be due on or before the execution of the carryover allocation agreement for the Project. All payments will be deemed earned by the Authority, when paid.

The failure to execute and return this Reservation letter on or before **June 1, 2021**, will cause this Reservation to become null and void. This Reservation in no way constitutes a commitment for debt financing by the Authority.

Sincerely,



Joe Voccio
Director, Multifamily

Acknowledged and Accepted by:



Name: Jamie A. Smarr

Title: SVP

Duly Authorized

West River Housing Company LLC

5/25/2021

Exhibit A

MLK/Tyler Street Family Housing -- LIHTC Scoring Summary

QAP Year:	2020
Affordability Period:	40 Years
Unit Set Aside:	14 units @30% AMI; 23 units @ 50% AMI; 7 units at 60% AMI; and 12 unrestricted units
Total Number of Units:	56
Total Points Earned:	68

1) Rental Affordability

a. Supportive Housing Units	≥20% of total units (12 units for homeless)
b. Households at or below 30% AMI	≥25% of qualified units
c. Household >30% and < or = 50% AMI	≥40% of total units
d. Mixed Income Housing	≥20% of total units
e. Preserves At-Risk Affordable Housing	No
f. Production & Preservation of Units	Yes
g. On-Site Resident Services Coordinator	Yes

2) Financial Efficiency & Sustainability

a. Cost Effectiveness, Hard Costs	No
b. Credits Per Qualified Bedroom	Yes (incremental credits)
c. Credit Equity < 50% of Total Uses	Yes
d. Other Permanent Funding Sources	Yes
e. Building Plans and Specifications ≥90%	Yes
f. Sustainable Design	Solar PV and High-Performance Building Design
g. Cost Effectiveness, Intermediary Costs	No

3) Local Impact

a. Priority Locations	4 Criteria
b. Transit-Oriented Development	Yes (mixed-use development)
c. Family Developments	Yes
d. Signed Resident Participation Agreement	No
e. Historic, Adaptive Re-use or Brownfields Dev.	No
f. Located in a Qualified Census Tract	Yes

4) Opportunity Characteristics

a. Municipalities with <10% Deed-Restricted	No
b. Development in Area of Opportunity	Yes

5) Qualifications & Experience

a. Experience of Sponsor/Applicant/General Partner	Yes
b. Developer/Sponsor Resources	Yes
c. Women and Minority Participation	Yes
d. Connecticut Based Contractor	Yes

6) SSHP Development

No

**CARRYOVER ALLOCATION AGREEMENT AND
EXTENDED LOW-INCOME HOUSING COMMITMENT
EXECUTION LIST
FOR 2021 9% LIHTC ALLOCATIONS**

Rev. 3/26/2021

ESTIMATED INITIAL CLOSING DATE: XX/XX/XXXX

DEVELOPMENT NAME:
DEVELOPMENT ADDRESS:
CHFA DEV. NO.: CT-XX-XXXX
OWNER:
ARCHITECT:
GENERAL CONTRACTOR:
CHFA LEGAL:
CHFA UNDERWRITER:
CHFA TECHNICAL SERVICES:

CHFA BOARD RESOLUTION DATE:

	Item	Responsible For Delivery	Responsible To Approve/ Finalize	CHFA Approved	CHFA Received	Comments
	Items needed prior to issuance of: <u>CARRYOVER ALLOCATION AGREEMENT</u>	*****	*****	*****	*****	*****
1.	Executed Reservation Letter	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>On file at CHFA</i>
2.	Satisfaction of additional requirements outlined in Board Resolution for reservation of LIHTCs	OWNER	CHFA UNDERWRITER			<i>If applicable</i>
3.	Market Analysis Acceptance	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>CHFA commissioned market analysis required</i>
4.	Property Appraisal	OWNER	CHFA UNDERWRITER			<i>If available; projects with acquisition credits only</i>
5.	Latest project model (ConApp) *	OWNER	CHFA UNDERWRITER			<i>CHFA must be notified of, and approve, any changes, increases or additions to the project sources and uses of funds</i>
6.	A signed and notarized letter informing CHFA of any material changes to the approved application, if any	OWNER	CHFA UNDERWRITER			
7.	Copies of firm financing commitments for your development sources	OWNER	CHFA UNDERWRITER			

	Item	Responsible For Delivery	Responsible To Approve/ Finalize	CHFA Approved	CHFA Received	Comments
8.	Plans & Specifications (100% Complete)	ARCHITECT / OWNER	CHFA TECH SERVICES			<i>If available</i>
9.	Environmental Site Assessment & Hazardous Materials reports	OWNER	CHFA TECH SERVICES			<i>If available (allow 7-10 weeks for CHFA 3rd party review)</i>
10.	Draft of General Construction Contract	OWNER	CHFA TECH SERVICES			<i>Allow time for CHFA to review and comment on draft before being finalized</i>
11.	A certification of project funding in accordance with the requirements of Section 1.42-17(a)(3)(i) of the Treasury Regulations *	OWNER	CHFA UNDERWRITER			
12.	General Information Sheet *	OWNER	CHFA UNDERWRITER			<i>Form attached</i>
13.	Property Roster*	OWNER	CHFA UNDERWRITER			<i>Form attached</i>
14.	Legal Description(s)*	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			
15.	Remit payment for the amount owed towards the Tax Credit Servicing Fee*	OWNER	CHFA UNDERWRITER			
16.	A summary of the Development's Reasonably Expected Basis *	OWNER	CHFA UNDERWRITER			
17.	Owner Legal Entity Organizational Chart*	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			
18.	Owner Legal Certificates*	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>Verification of legal existence through the State of Connecticut Secretary of State website is acceptable</i>
19.	GP/ Managing Member or Manager Legal Certificates*	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>Verification of legal existence through the State of Connecticut Secretary of State website is acceptable</i>
20.	Articles of organization (LLC) or Certificate of Limited Partnership (LP) or other*	OWNER	CHFA UNDERWRITER			
21.	Other Items					
	Items needed prior to issuance of: <u>EXTENDED LOW INCOME HOUSING COMMITMENT</u>	*****	*****	*****		*****
22.	Executed Carryover Allocation Agreement	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>On file at CHFA</i>
23.	Property Appraisal	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>Projects with acquisition credits only</i>
24.	Latest project model (ConApp)	OWNER	CHFA UNDERWRITER			
25.	Updated Project Schedule	OWNER	CHFA UNDERWRITER			<i>Form attached</i>
26.	Subsidy Layering Review	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>If applicable</i>
27.	Income Averaging Minimum Set-Aside Requirements	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>Income Averaging projects only; refer to CHFA LIHTC Guidelines for requirements</i>

	Item	Responsible For Delivery	Responsible To Approve/ Finalize	CHFA Approved	CHFA Received	Comments
28.	Final ALTA Survey	OWNER	CHFA TECH SERVICES/ CHFA LEGAL			<i>Post-closing is acceptable</i>
29.	Plans & Specifications (100% Complete)	ARCHITECT / OWNER	CHFA TECH SERVICES			
30.	Environmental Site Assessment & Hazardous Materials reports a. <i>CHFA 3rd party review complete and finalized</i>	OWNER	CHFA TECH SERVICES			<i>Allow 7-10 weeks for CHFA 3rd party review</i>
31.	Transfer Act Opinion Letter	OWNER LEGAL	CHFA TECH SERVICES/ CHFA LEGAL			
32.	Final GC Construction Contract	OWNER / GENERAL CONTRACTOR	CHFA TECH SERVICES			<i>Allow time for CHFA to review draft for comment before being finalized</i>
33.	Final Architect Agreement	ARCHITECT / OWNER	CHFA TECH SERVICES			<i>Allow time for CHFA to review draft for comment before being finalized</i>
34.	Construction Progress Schedule/ Project Timetable with Major Milestones	OWNER / GENERAL CONTRACTOR	CHFA TECH SERVICES			
35.	Project Cost Summary	OWNER / GENERAL CONTRACTOR	CHFA TECH SERVICES			<i>Allow time for CHFA to review draft for comment before being finalized</i>
36.	Exploded Trade Payments Breakdown	OWNER / GENERAL CONTRACTOR	CHFA TECH SERVICES			<i>Allow time for CHFA to review draft for comment before being finalized</i>
37.	Building Permit(s)	OWNER / GENERAL CONTRACTOR	CHFA TECH SERVICES			
38.	100% Payment and Performance Bonds	OWNER / GENERAL CONTRACTOR	CHFA TECH SERVICES			
39.	Evidence of Governmental Approvals/Zoning Compliance	OWNER / OWNER LEGAL	CHFA TECH SERVICES			
40.	Confirmation of pre-certification by PHI or PHUIS	OWNER / GENERAL CONTRACTOR	CHFA TECH SERVICES			<i>For future Passive House Projects</i>
41.	Limited Partnership Agreement or Operating Agreement & all amendments	OWNER	CHFA LEGAL			<i>Post-closing acceptable</i>
42.	Owner Legal Certificates	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>Verification of legal existence through the State of Connecticut Secretary of State website is acceptable</i>
43.	GP/ Managing Member or Manager Legal Certificates	OWNER/ CHFA UNDERWRITER	CHFA UNDERWRITER			<i>Verification of legal existence through the State of Connecticut Secretary of State website is acceptable</i>
44.	Project Architect Field Observation Reports	GENERAL CONTRACTOR	CHFA TECH SERVICES			<i>Post-closing. Monthly reports should include the project's percent complete. Copies should be emailed to CHFA Tech Services and Corinne Nocida at Corinne.nocida@chfa.org</i>

	Item	Responsible For Delivery	Responsible To Approve/ Finalize	CHFA Approved	CHFA Received	Comments
	Items needed prior to issuance of (CHFA Perm Loan Only): <u>TAKEOUT AGREEMENT</u>	*****	*****	*****		*****
42.	Final ALTA Survey & Project Flood Certification	OWNER	CHFA TECH SERVICES/CHFA LEGAL			
43.	Building Permit(s)	OWNER/GENERAL CONTRACTOR	CHFA TECH SERVICES			<i>Required prior to issuance of ELIHC</i>
44.	General Contractor's Affirmative Action Plan	OWNER/GENERAL CONTRACTOR	OPERATIONS OFFICER			
45.	Permanent Loan Commitment (Rate Lock)	CHFA LEGAL/ OWNER LEGAL	CHFA LEGAL			
46.	Takeout Agreement	CHFA LEGAL/ OWNER LEGAL	CHFA LEGAL			
47.	Permanent Loan Mortgagee Title Proforma	OWNER LEGAL	CHFA LEGAL			
48.	Mortgagor Limited Partnership Agreement/Operating Agreement	OWNER LEGAL/ OWNER	CHFA LEGAL/ CHFA UNDERWRITER			<i>Required prior to issuance of ELIHC</i>
49.	CHFA Asset Management Plan/Policy Requirements: 1. Mortgagor Affirmative Action Policy/ Statement 2. Management Plan 3. Tenant Selection Plan Fair Housing Marketing Plan	OWNER	CHFA UNDERWRITER/ ASSET MANAGER			<i>Form of to be reviewed/approved by CHFA</i>
50.	Extended Low-Income Housing Commitment	CHFA LEGAL	OWNER/CHFA LEGAL			
51.	Payment of Permanent Loan Fees (Loan Origination, Forward Standby Fee & Forward Good Faith Deposit)	OWNER	CHFA UNDERWRITER			<i>Required no later than construction closing</i>
52.	MFaSys Term Sheet to Finance	CHFA UNDERWRITER	CHFA UNDERWRITER			<i>CHFA internal document; required no later than construction closing</i>

GENERAL INFORMATION SHEET
FOR
CHFA CARRYOVER ALLOCATION AGREEMENT
*(Please note that this form does not constitute a commitment of any kind
for an allocation of low income housing tax credits)*

Development Name: _____

Development Address: _____

Number of Buildings: _____

Building Addresses: _____

Building Election per Sections 42(e) and 42(h)(1)(E) of the Code:

- Newly Constructed
- Existing Rehabilitation
- Substantial Rehabilitation

Prior Acquisition of Site/Acquisition Credits: Yes No

Request CHFA to perform Subsidy Layering Review? Yes No

(If yes, obtain Subsidy Layering Review checklist from CHFA)

Owner Legal Entity: _____

Owner Legal Entity State of Organization: _____

Owner's Address: _____

Owner Legal Entity Signature Block:

(legal entity name)

By: _____
(general partner or managing member or manager)

By: _____

Name:

Title:

Owner Legal Entity Tax ID Number: _____

Estimated Placed –In-Service Date(s): _____

Reasonably Expected Total Eligible Basis: \$ _____

Attach a summary of the Development's Reasonably Expected Basis. The official 10% Test, as required by the Carryover Allocation, is due within twelve (12) months from the Date of Allocation. The cost test must be unqualified, conducted in accordance with generally accepted auditing standards, and certified by an attorney or certified public accountant stating that the 10% test set forth in Section 1.42-6 of the Treasury Regulations has been met.

Updated Project Schedule

Proposed Initial Closing Date	
Construction Start Date	
Estimated 50% Completion	
Estimated 90% Completion	
Construction Completion	
Estimated LIHTC Placed-In-Service Date	
Lease-up Start	
Sustaining Occupancy	



Ned Lamont
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Seila Mosquera-Bruno
Commissioner

December 17, 2021

Jamie Smarr, Vice President
National Housing Partnership Foundation
d/b/a West River Housing Company, LLC
122 E. 42nd Street, Suite 4900
New York, NY 10168

Re: MLK/Tyler Street Family Housing (the “Project”)

Dear Mr. Smarr:

I am pleased to provide you with a summary of the specific terms and conditions under which the State of Connecticut, acting by and through the Department of Housing (“DOH”) expects to provide financial assistance for the Project.

This term sheet is not an agreement to provide the financial assistance described herein. DOH shall not be obligated to provide such financial assistance unless and until an assistance agreement between DOH and your organization (the “Assistance Agreement”) has been fully executed and all other closing requirements have been satisfied.

You may wish to consult your legal counsel regarding the terms, conditions and contracting requirements set forth herein.

If the terms, conditions and contracting requirements set forth herein are acceptable to you, please sign this letter where indicated below and return to your project manager within 14 calendar days. Your project manager is: Lisa Poirier. If you have any questions regarding this matter, please contact your project manager at Lisa.Poirier@ct.gov or (860) 270-8255.

Sincerely,

Seila Mosquera-Bruno
Commissioner

cc: Miguel Rivera, Director

Agreed to and Accepted By:
West River Housing Company, LLC

Signed By:

Name: Jamie Smarr
Its: Vice President

Date

1. FUNDING COMMITMENT: Subject to the terms and conditions set forth herein, the State of Connecticut (the “State”), acting by and through the Department of Housing (the “Agency”) or a successor state agency, expects to provide the financial assistance set forth in Section 4 below (the “Financial Assistance”) for the MLK/Tyler Street Family Housing project (the “Project”) to West River Housing Company, LLC existing pursuant to the laws of the State of Connecticut or an affiliated entity approved by Agency, at its sole discretion (the “Sponsor”).

2. PROJECT DESCRIPTION: The Project is located on a portion of Tyler Street in the City of New Haven (the “Property”). The Project includes new construction comprising a total of fifty-six (56) residential units, one, two and three bedrooms of which forty-four (44) (the “Affordable Units”) will be subject to the affordability restrictions as described in Section 8 below. This redevelopment project will reach families and individuals at or below 60% AMI.

3. SOURCES AND USES OF FUNDS:

Agency Financial Assistance	\$ 4,000,000
Private Debt	\$ 6,211,486
Federal LIHTC Net Proceeds	\$12,010,799
Energy Rebates	\$ 266,097
GP Loan	\$ 617,475
City of New Haven	\$ 950,000
Capital Magnet Opportunity Fund	\$ 574,431
FHLB AHP Program	\$ 650,000
Deferred Developer Fee	\$ 464,718
TOTAL	\$ 25,745,006

USES OF FUNDS

Construction Hard Costs	\$17,975,588
Construction Contingency	\$ 1,272,799
Architectural/Engineering	\$ 1,045,327
Finance and Interim Cost	\$ 771,915
Soft Costs (Fees and Expenses)	\$ 500,828
Developer Allowance/Fee	\$ 2,287,378
Site Acquisition	\$ 240,000
Entity & Syndication Cost	\$ 229,655
Capital Reserves	\$ 1,105,252
TOTAL	\$ 25,745,006

4. FINANCIAL ASSISTANCE:

Sponsor: West River Housing Company, LLC or an affiliated entity approved by the Agency, at its sole discretion
Statutory Authority: Affordable Housing (aka “Flex”) Program CGS § 8-37pp
Amount: \$4,000,000
Type: Loan
Term: 42 years from the loan effective date
Interest Rate: 1 % interest
Maturity Date: The date that is 42 years from the loan effective date.
Payments: All payments of principal and interest to be deferred until Maturity Date.
Balloon Payment: All outstanding principal and interest, if any, will be due and payable on the Maturity Date.

Use of the Financial Assistance: The Financial Assistance may be used for general construction in accordance with a budget to be mutually agreed upon and, in any event, only for costs eligible under the applicable Statutory Authority. The proposed use of the Financial Assistance is as follows:

\$ 3,975,000 Residential Construction Hard Cost
\$ 25,000 DOH Legal Fee
\$4,000,000 Total

5. COLLATERAL: To secure its obligations in connection with its receipt of the Financial Assistance for the Project as contemplated herein, the Sponsor shall grant to the State, acting by and through the Agency, (i) a mortgage with no less than a second lien position on the Property (including all buildings and other improvements located thereon or to be constructed thereon); (ii) a conditional assignment of all rents, issues and profits derived from the Property; (iii) a security interest in all furnishings, building materials, fixtures, equipment and other personal property owned by the Sponsor located at and used in connection with the construction, use and operation of the Property; and (iv) a conditional assignment of and security interest in and to all construction contracts, operating contracts, licenses, permits and other public approvals necessary to construct, occupy and operate the Project for its intended use (collectively, the “Collateral”). All legal matters in connection with the Financial Assistance, including, for example, the Collateral, shall be acceptable to the Agency and its legal counsel.

6. TIME AND PLACE OF CLOSING: The closing shall take place at the offices of the Agency, 505 Hudson Street, Hartford CT 06106, or in such manner designated by the Agency’s Commissioner (the “Commissioner”), on or before December 30, 2022 unless such date shall be extended, by the Commissioner at her discretion. The Commissioner shall not be obligated to schedule a closing or to close the transaction contemplated herein until she has received all documents required for the closing in form and substance satisfactory to her and the Agency’s legal counsel, including any documents required to be executed prior to closing. In the event the closing does not occur by the aforementioned date, the Commissioner, in her sole discretion, may terminate this term sheet.

7. ENVIRONMENTAL: The Sponsor shall provide to the Agency true and complete copies of all environmental site assessments undertaken or obtained by the Sponsor with respect to the Property. The Agency may also require the submission of additional environmental reports. The results of all environmental site assessments shall be satisfactory to the Agency, in its sole discretion. All required remediation work, if any is necessary in connection with the Project, shall be properly completed and evidence of proper remediation, satisfactory to the Agency, shall be submitted to the Agency. If required by the Agency, the Sponsor shall provide proof that the Property is insurable against environmental hazards. At the request of the Agency, the Sponsor shall execute an environmental indemnity agreement in form and substance satisfactory to the Agency.

8. AFFORDABILITY REQUIREMENTS:

a. Household Income Limits

Throughout the Affordability Period (as defined below) the number, unit mix, and maximum household income thresholds for the Affordable Units shall be consistent with the chart below.

Affordable Units		
Unit Type	Income Limit by AMI Band	# of Units
1 Bedroom	30% AMI	4
2 Bedroom	30% AMI	5
3 Bedroom	30% AMI	5
2 Bedroom	50% AMI	18
3 Bedroom	50% AMI	5
2 Bedroom	60% AMI	5
3 Bedroom	60% AMI	2

b. Rent Limits

Throughout the Affordability Period, the base rent limits for the Affordable Units shall not exceed an amount that, together with the utility allowance for any utilities paid by the tenant of such Affordable Unit, is determined to be affordable for the area median income for the municipality in which the Project is located, adjusted for household size, as such area median income is determined by the Agency, with reference to data made available to the Agency by the U. S. Department of Housing and Urban Development (“AMI”).

For reference purposes, the current maximum rent limits for the Affordable Units are set forth in the chart below. Please note, these limits are subject to modification if applicable AMI thresholds change.

2021 Rent Limits by AMI Band			
	1 Bedroom	2 Bedroom	3 Bedroom
30% AMI	\$578	\$695	\$802
50% AMI	\$965	\$1,158	\$1,338
60% AMI	\$1,158	\$1,390	\$1,605

When the Agency amends its rent limits, the Agency shall make such information available to the Sponsor. The Sponsor shall not adjust rents except in accordance with the rental limits established by the Agency. The Sponsor shall provide each tenant a minimum of thirty (30) days prior written notice before implementing a rent increase.

The Agency acknowledges that the base rent applicable to the Affordable Units may be established at a lower level to comply with other lenders' requirements.

9. AFFORDABILITY PERIOD: The Affordable Units shall be subject to the rent and household income requirements set forth in Section 8 for a period of not less than Forty (40) years commencing on the date of the Declaration (as defined below) (the "Affordability Period"). The Sponsor shall execute a Declaration of Land Use Restrictive Covenant (the "Declaration") in favor of the State, acting by and through the Agency, providing that the applicable affordability requirements shall be covenants running with the land, encumbering the Property and binding upon the Sponsor and its respective successors in title and all subsequent owners of the Property. The Declaration will be senior to all encumbrances on the Property and will survive foreclosure and may only be subordinated upon the prior approval of DOH, with the exception of the HUD-insured first mortgage.

10. CONSTRUCTION START DATE: The Sponsor shall take the necessary steps to ensure that project construction starts not later than November 15, 2021. If the Construction Start Date will be missed, the Sponsor shall notify the Agency and inform the Agency of its plans to address the delay.

11. REQUIRED COMPLETION DATE: March 15, 2024

12. EXPIRATION: Your countersignature is required no later than FOURTEEN days from the date of this letter. If your countersignature is not received by the aforementioned date by the Agency, this term sheet will be considered null and void.

13. PROCUREMENT: The Sponsor shall comply and shall cause its general contractor and, if requested by the Agency, all major subcontractors engaged in the Project to comply with the Agency's Procurement Standards, as they may be modified or superseded from time to time, or as otherwise required by the Agency, including, but not limited to, using, at a minimum, a Request for Proposal process in selecting its general

contractor and, if requested by the Agency, all major subcontractors. As used herein, “major subcontractors” means the subcontractors performing any of the major trades in connection with the completion of the Project in accordance with Agency policy. In addition, the Sponsor shall comply with all applicable law, including, without limitation, regulations of the Connecticut Commission on Human Rights and Opportunities.

14. PERMITTED SUCCESSORS AND ASSIGNS: The Sponsor agrees not to transfer, assign, pledge or hypothecate any right or interest in any payment or advance in respect of the Financial Assistance, or any of the other benefits of the Financial Assistance, without the prior written consent of the Agency.

15. DISBURSEMENT OF FUNDS: The amount of the Financial Assistance shall not exceed the amount specified in Section 4 above and shall be disbursed by the Commissioner in accordance with the terms and provisions of the Assistance Agreement (as defined below) based upon the development costs as more fully set forth in the Development Budget. The Sponsor shall only request disbursement of funds at such times as funds are required for payment of eligible actual costs incurred.

16. TRANSACTION COSTS: In consideration for the efforts the Agency will undertake in connection with this transaction, which efforts the Sponsor hereby acknowledges, the Sponsor shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including, but not limited to, the Agency’s attorneys’ fees and other such closing costs incurred by the Sponsor or the Agency or otherwise associated with the Financial Assistance.

17. INCURRING DEVELOPMENT COSTS: The Financial Assistance may not be used to pay for any costs incurred prior to March 24, 2021.

18. APPRAISAL: The as-is and to-be-developed values of the Property must be appraised by an independent appraiser reasonably acceptable to the Agency and such appraisal shall be provided to the Agency prior to closing. The Agency may, at its discretion, accept copies of an appraisal performed for another party contributing funding to the Project. If any portion of the Financial Assistance will be used for the acquisition of the Property and the purchase price of the Property equals or exceeds \$100,000 two such appraisals are required.

19. DEBT SERVICE COVERAGE RATIO: The Sponsor acknowledges that Agency underwriting shall include an analysis of Debt Service Coverage Ratio. “Debt Service Coverage Ratio” shall mean the ratio of (i) the net operating income derived from the Property to (ii) the Sponsor’s aggregate obligation to make payments of principal, interest, late fees, and other amounts with respect to all indebtedness relating to the Property. If the Financial Assistance will be provided as a loan, then, unless otherwise agreed to by the Agency, at no time during the term of the loan shall the Debt Service Coverage Ratio be less than 1.15.

20. AFFIRMATIVE MARKETING PLAN: The Sponsor shall adopt and provide to the Agency a marketing plan detailing the procedures, requirements, and assessment

criteria for the Affirmative Marketing of the Affordable Units, which plan shall be subject to the approval of the Agency in its sole discretion.

21. TENANT SELECTION PLAN: The Sponsor shall adopt and provide to the Agency a plan detailing procedures, requirements and assessment criteria for selecting tenants to occupy such Affordable Units, which plan shall be subject to the approval of the Agency in its sole discretion.

22. ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN: The Financial Assistance is contingent upon the Sponsor's compliance with the State and/or Federal Uniform Relocation Act, as applicable. If any portion of the Property is currently occupied, the Sponsor shall provide to the Agency a residential anti-displacement and relocation assistance plan and will comply with the plan if persons are displaced as a result of the Project, including compliance with CGS Chapter 135, the Uniform Relocation Assistance Act.

23. SUBJECT TO APPROVALS AND AUTHORIZATIONS: The Sponsor acknowledges that the obligation of the Agency to provide the Financial Assistance is subject to the normal State-approval processes, including, but not limited to, the full execution of an Assistance Agreement between the Sponsor and the Agency (the "Assistance Agreement") and, if required, review and approval of all final documentation by the Office of the Attorney General as to form and substance. This term sheet is not a contract by the State. The State shall not be obligated to provide the Financial Assistance until a contract (for which all approvals required by law or the Sponsor's policies, as the case may be, have been obtained) has been executed in accordance with all applicable State and corporate procedures. Without limiting the generality of the foregoing and notwithstanding any other provisions of this term sheet, the State, in accordance with applicable law and/or the policies of the Agency and/or other State agencies, may elect to withdraw this term sheet and withhold payment of funds if:

- i. the Sponsor shall have made to the State any material misrepresentation in the Project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the Assistance Agreement, or with respect to any document furnished herewith; or
- ii. the Sponsor shall have abandoned or terminated the Project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this term sheet and/or thereafter in the agreement.

24. AVAILABILITY OF FUNDS: The Sponsor acknowledges and agrees that the availability of the Financial Assistance is subject to the approval of the State Bond Commission and that in the event that such approval is not obtained or that at any time the Agency determines, in its discretion, that such approval is not likely to be obtained within a reasonable period of time, the Agency may terminate this term sheet. The Sponsor agrees that notwithstanding any such withdrawal, the Sponsor is responsible for the payment of all necessary and appropriate costs associated with the transaction contemplated herein as more specifically provided in Section 16 above.

25. ALTERNATIVE SOURCES OF FUNDING: The Sponsor acknowledges and agrees that, notwithstanding anything to the contrary herein, the Agency may modify the source of the Financial Assistance.

26. SELECTED ASSISTANCE AGREEMENT TERMS: To assist you in preparation for the closing, selected terms and conditions of the Assistance Agreement are set forth in Attachment A, attached hereto. Please note, this is not intended to be a comprehensive summary of all of the terms and conditions of the Assistance Agreement.

27. CLOSING CHECKLIST: The items that should be submitted to the Agency prior to the closing are set forth in Attachment D, attached hereto. Please note, additional items specific to this transaction may be required. All such items and all correspondence related to the Project and the Financial Assistance should be submitted with a clear reference to the name and number of the Project, as follows:

MLK/Tyler Street Family Housing
FX210930050

Attachment A

PARTIAL LISTING OF AGENCY CONTRACTING REQUIREMENTS

The full text of these provisions will be contained in the Assistance Agreement. As mandatory state contracting requirements, these provisions are subject to change and may be amended from time to time.

1. Compliance with Applicable Legal Requirements: The Sponsor shall promptly and faithfully comply with, conform to and obey all present and future federal, state and local statutes, regulations, rules, ordinances and other legal requirements applicable, by reason of the Financial Assistance or otherwise, to the Project.

2. Insurance: The Sponsor shall provide the Agency with evidence of all required insurance in amounts, form, substance, and quality acceptable to the State, prior to closing. Insurance requirements for the Project are set forth in Attachment B, attached hereto. All insurance certificates must be endorsed to the State of Connecticut as “Additional Insured” except as otherwise set forth in Attachment B.

3. Set-Aside for Small contractors and Minority business enterprises:

(a) It is the policy of the Agency that recipients of financial assistance from the Agency shall contract with “Small contractors” and “Minority business enterprises” (each as defined in CGS § 4a-60g) for projects for which such financial assistance is provided by the Agency. To comply with this policy, the Sponsor shall make a good faith effort:

- (i) to award contracts for at least twenty-five percent (25%) of the Financial Assistance to Small contractors; and
- (ii) to award at least twenty-five percent (25%) of the Small contractor set-aside amount to Minority business enterprises.

The Sponsor may, but is not obligated to, award set-aside contracts through one or more competitive solicitations in which only Small contractors and Minority business enterprises may compete.

(b) The Agency’s policy on set-aside contracts shall apply only when the Sponsor enters into a contract or portions of contracts for costs pertaining to construction, rehabilitation, renovation or maintenance activities and the purchase of goods and services, including project planning costs. For purposes of this section, “goods and services” means the purchase of, and contracts for, supplies, materials, equipment, and contractual services, except gas, water, and electric light and power services.

(c) The Sponsor shall report its good faith efforts to comply with this policy and list all Small contractors and Minority business enterprises to which the Sponsor awarded contracts and the amount of each such contract award in the project progress report described in Section 4 below.

4. Project Progress Reporting: The Sponsor shall submit quarterly project milestones and progress reports, in a form and substance acceptable to the Agency. The quarterly progress and financial reports shall be provided to the Agency no later than thirty (30) days after March 31st, June 30th, September 30th, and December 31st of each calendar year until ninety (90) days after the expiration of the Project Completion Date (as defined in the Assistance Agreement).

5. Annual Tenant Demographic Report: The Sponsor agrees that annually, during the Affordability Period and for one (1) year thereafter, it shall furnish to the Agency a report on the race and income of the households occupying the Project. Such report shall be filed annually on or before October 31st for the twelve (12) month period ending on the preceding September 30th and shall be in a form prescribed by the Agency. If requested by the Agency, the Sponsor shall submit supporting documentation and permit the Agency to make an on-site inspection to verify the information in such report.

6. Financial Statements: The Sponsor shall furnish to the Agency, if requested, within one hundred twenty (120) days of the end of each of the Sponsor's fiscal year(s), or earlier as determined by the Agency: (1) its financial statements in form acceptable to the Agency and (2) such additional financial and other information as the Agency may in its sole discretion require from time to time.

7. Use of Financial Assistance: The Sponsor shall use the Financial Assistance only to pay or reimburse costs that are eligible under the Statutory Authority and only in accordance with the Project Timetable and the Development Budget (each, as defined in the Assistance Agreement), as either may be modified from time to time in accordance with this Agreement. If any portion of the Financial Assistance shall be determined to have been used by the Sponsor for something other than an eligible cost, the Sponsor shall immediately pay the Agency, from the Sponsor's own funds (i.e. funds from a source other than the Agency or any other State agency), the entire amount of the Financial Assistance that was determined to have been used for something other than an eligible cost together with interest thereon from the date of disbursement until repaid, provided, however, that the Sponsor shall, subject to its full cooperation with the Agency, be entitled to participate in any opportunity to remedy, contest, or appeal such determination.

8. Labor Law Compliance and Records: To the extent applicable, the Sponsor, its general contractor, and all other parties performing any work in connection with the Project shall comply with the provisions of CGS § 31-69a through § 31-76k. All contracts entered into by the Sponsor for the purpose of undertaking the Project shall comply with all applicable federal, state and local labor laws, regulations, standards and other legal requirements. Without limiting the generality of the foregoing, every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must comply with the Davis-Bacon Act, 40 USC 276a - 276a-5 and all other applicable legal requirements under the HOME Investment Partnerships Program.

9. Ownership of the Property: Except as expressly permitted otherwise in the Assistance Agreement, the Sponsor shall not sell, lease, or otherwise dispose of all or any

portion of the Property or any interest therein, without in each instance the prior written consent of the Agency in its sole discretion.

10. Fair Housing: The Sponsor shall comply with all applicable provisions of §§ 8-37ee-1 through 8-37ee-17 and §§ 8-37ee-300 through 8-37ee-314 of the Regulations of Connecticut State Agencies related to fair housing choice and racial and economic integration.

11. Audits: Audits shall be conducted in accordance with Agency audit requirements and all other applicable State audit requirements.

12. Compliance with Nondiscrimination and Affirmative Action in accordance with CGS § 4a-60: The Sponsor agrees to provide each labor union or representative of workers with which the Sponsor has a collective bargaining agreement or other contract or understanding and each vendor with which the Sponsor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Sponsor's commitments under this section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment.

Specifically, but not by way of limitation, the Sponsor agrees to the following:

(A) Definitions. For the purposes of subsection (B) of this Section 12, the following terms are defined as follows:

1. **“Commission”** means the Connecticut Commission on Human Rights and Opportunities;
2. **“Contract”** and **“contract”** means the Assistance Agreement and any extension or modification of the Assistance Agreement;
3. **“Contractor”** or **“contractor”** means the Sponsor and includes any successors or assigns of the Sponsor;
4. **“Gender identity or expression”** means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
5. **“Good faith”** means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

6. “**Good faith efforts**” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

7. “**Intellectual disability**” means a significant limitation in intellectual functioning and deficits in adaptive behavior that originated during the developmental period before eighteen years of age;

8. “**Marital status**” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

9. “**Mental disability**” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

10. “**Minority business enterprise**” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; and

11. “**Public works contract**” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of subsection (B) of this Section 12, the terms “**Contract**” and “**contract**” do not include a contract where each contractor is (a) a political subdivision of the State, including, but not limited to, a municipality, (b) a quasi-public agency, as defined in CGS § 1-120, (c) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267, (d) the federal government, (e) a foreign government, or (f) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), (d) or (e).

(B) Nondiscrimination.

1. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any

manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.

2. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission.

3. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor agrees to comply with each provision of CGS §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to CGS §§ 46a-56, 46a-68e, 46a-68f and 46a-86.

5. The contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of CGS §§ 4a-60 and 46a-56.

6. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

7. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under CGS § 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

8. The contractor agrees to comply with each provision of CGS § 4a-60a and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and

9. The contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of CGS §§ 4a-60a and 46a-56.

If the contract is a public works contract, the contractor agrees and warrants that he or she will make good faith efforts to employ Minority business enterprises as subcontractors and suppliers of materials on such public works project.

Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of Minority business enterprises in public works projects. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The contractor shall include the provisions of subsections (1) through (9) of this subsection (B) in every subcontract or purchase order entered into in order to fulfill any obligation of the contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The contractor agrees to comply with the statutes, regulations, and other legal requirements referred to in this subsection (B) as they exist on the date of the Contract and as they may be adopted or amended from time to time during the term of the Contract and any amendments thereto.

13. Campaign Contribution and Solicitation Prohibitions: For all State contracts, as defined in CGS § 9-612, as amended from time to time, having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Sponsor's authorized signatory to the Assistance Agreement shall expressly acknowledge receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" (formerly SEEC Form 11), attached as Attachment C.

14. Compliance with Executive Orders: The Assistance Agreement (referred to as "this Agreement" in the paragraphs below) shall require the Sponsor to comply with the

certain Executive Orders, to the extent applicable, in accordance with the following provisions:

(A) Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The [Sponsor] agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(B) Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

(C) Executive Order No. 16. This Agreement is subject to, and [the Sponsor] hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

(D) Executive Order No. 14 and Executive Order No. 49. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Grantee's request, the State shall provide a copy of these orders to the Grantee.

15. Summary of State Ethics Laws: Pursuant to the requirements of CGS § 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to CGS § 1-81b shall be incorporated by reference into and made a part of the Assistance Agreement.

16. Whistleblower Protection Law: If the Financial Assistance is equal to or greater than \$5,000,000, the Assistance Agreement shall provide as follows: If an officer, employee or appointing authority of the Sponsor takes or threatens to take any personnel action against any employee of the Sponsor in retaliation for such employee's disclosure of information to any employee of the Agency, the Auditors of Public Accounts or the Attorney General under the provisions of CGS § 4-61dd(a), the Sponsor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of the Assistance Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. The Sponsor shall post a notice in a conspicuous place which is readily available for viewing by employees informing employees of the provisions of CGS § 4-61dd relating to large State contractors.

17. Disclosure of Records: If the Financial Assistance is equal to or greater than \$2,500,000 and for the performance of a governmental function, the Assistance Agreement shall provide as follows: This Agreement may be subject to the provisions of CGS § 1-218. In accordance with this statute, each contract in excess of two million five hundred thousand dollars (\$2,500,000) between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to Connecticut's Freedom of Information Act ("FOIA") and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of CGS §§ 1-205 and 1-206.

Attachment B

Insurance Provisions

The Sponsor shall procure and maintain for the duration of the Assistance Agreement, or as applicable, until the Project Completion Date, the following types of insurance, in amounts not less than the stated limits, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work contemplated in the Assistance Agreement.

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to the Assistance Agreement or the general aggregate limit shall be twice the occurrence limit.

2. Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000.00 each accident, \$500,000.00 Disease – Policy limit, \$100,000.00 each employee.

3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.

4. Directors and Officers Liability: \$1,000,000 per occurrence limit of liability; provided however, that Directors and Officers Liability insurance shall not be required for limited liability companies or limited partnerships.

5. Comprehensive Crime Insurance: \$100,000.00 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), Theft Disappearance and Destruction (Form C), Robbery/Safe burglary (Form D).

6. Builders Risk: (only until the Project Completion Date) With respect to any work involving the construction of real property during the construction Project, the Sponsor shall maintain Builder's Risk insurance providing coverage for the entire work on the Property. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the Project. The Sponsor shall endorse the State of Connecticut as Loss Payee.

7. Property Insurance: (Post Construction). The Sponsor shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM)

which are approved by the Federal Emergency Management Agency (FEMA) or its successors at 100% of Replacement Value for such real and personal property improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut shall be listed as a loss payee.

(b) Additional Insurance Provisions.

1. The State of Connecticut Department of Housing, its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy: Additional Insured status is not required for items (a) 2 through (a) 7 above.

2. Described insurance shall be primary coverage and the Sponsor and the Sponsor's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.

3. The Sponsor shall assume any and all deductibles in the described insurance policies.

4. Without limiting the Sponsor's obligation to procure and maintain insurance for the duration identified in (a) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut with the exception that a ten (10) day prior written notice by certified mail return receipt requested for nonpayment of premium is acceptable.

5. Each policy shall be issued by an insurance company licensed to do business by the Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by the Agency.

Attachment C

[SEEC Form 10 Follows on Next Page]

Insert Form

ATTACHMENT D

DOH CLOSING CHECKLIST
REGARDING FINANCIAL ASSISTANCE EXTENDED BY
THE STATE OF CONNECTICUT
ACTING BY ITS DEPARTMENT OF HOUSING (DOH)

DOH PROJECT NAME: [_____]
DOH PROJECT NUMBER: [_____]
PROJECT PROPERTY ADDRESS [_____]
OR TOWN:

RECIPIENT: [_____]

RECIPIENT CONTACT PERSON: [Name/Contact Info]

RECIPIENT’S CONSULTANT: [Name/Contact Info]

RECIPIENT LEGAL COUNSEL: [Name/Contact Info]

GENERAL CONTRACTOR: [Name/Contact Info]

ARCHITECT: [Name/Contact Info]

PROPERTY MANAGEMENT COMPANY: [Name/Contact Info]

DOH PROJECT MANAGER: [Name/Contact Info]
DOH LEGAL COUNSEL: [Name/Contact Info]
AMOUNT OF FUNDING: [_____]
FORM OF FINANCIAL ASSISTANCE: [_____]
SOURCE OF FUNDING: [_____]

	Item	Responsible For Delivery	Responsible To Approve	Approved/ Not Applicable	Comments
1.	Application	RECIPIENT	DOH PROJECT MANAGER		
2.	Commissioner’s Term Sheet	RECIPIENT	DOH PROJECT MANAGER		
3.	Political Contribution Restriction Certifications (SEEC 10)	RECIPIENT	DOH PROJECT MANAGER		
4.	Development Team Search of Debarred / Suspended List and Verification	RECIPIENT	DOH PROJECT MANAGER		

	Item	Responsible For Delivery	Responsible To Approve	Approved/ Not Applicable	Comments
5.	Architect's Letter re: Availability of Utilities (street access, sewer, gas, water, electric)	RECIPIENT	DOH PROJECT MANAGER		ConApp Exhibit # - executed
6.	Letter of Agreement for Utility Incentive and/or Power Purchase Agreement (for cogeneration)	RECIPIENT	DOH PROJECT MANAGER		
7.	<u>Architect's Contract:</u> A – Architect's E&O and Liability Insurance Verification B – Architect's License C – Architect's Certification	RECIPIENT	DOH PROJECT MANAGER/DOH TECH SERVICES		C: Form available on DOH website If DOH funding Architect fees, include full Architect Contract for review
	<u>FINANCING DOCUMENTS</u>	*****	*****	*****	*****
8.	Assistance Agreement	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		
9.	Escrow Agreement	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		Needed for AG transactions only
10.	Declaration of Land Use Restrictive Covenant	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		To be recorded on land records
11.	Mortgage Deed	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		To be recorded on land records
12.	Mortgage Note	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		
13.	Collateral Assignment of Leases and Rentals	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		To be recorded on land records
14.	Collateral Assignment of Construction Contract(s)	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		
15.	Collateral Assignment of Permits and Approvals	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		
16.	UCC-1 Financing Statement – Fixture Filing	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		To be recorded on land records & Connecticut Secretary of State
17.	Environmental Certificate and Indemnity Agreement (see also 38E Indemnity Report List)	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		
18.	Certificate of Applicant	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		
19.	Affidavit of Commercial Transaction	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		

	Item	Responsible For Delivery	Responsible To Approve	Approved/ Not Applicable	Comments
20.	Subordination Agreement <i>(if applicable)</i>	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL		<i>To be recorded on land records</i>
21.	Development Expenditures Account Agreement	DOH LEGAL	DOH LEGAL/ RECIPIENT LEGAL	N/A	<i>Applicable only to Federal funds transactions</i>
22.	Passthrough Agreement and Related Documents	RECIPIENT	DOH PROJECT MANAGER	N/A	<i>If applicable</i>
	<u>RECIPIENT'S ORGANIZATIONAL DOCUMENTS</u> <i>Entity Name: [_____]</i>	*****	*****	*****	*****
23.	Certificate of Limited Partnership/Articles of Organization/Certificate of Incorporation	RECIPIENT LEGAL	DOH LEGAL		
24.	Limited Partnership Agreement/Operating Agreement/Bylaws	RECIPIENT LEGAL	DOH LEGAL/ RECIPIENT LEGAL		
25.	Certificate of Legal Existence	RECIPIENT LEGAL	DOH LEGAL		
	<u>RECIPIENT'S GENERAL PARTNER/MANAGER/ MANAGING MEMBER ORGANIZATIONAL DOCUMENTS</u> <i>Entity Name: [_____]</i>	*****	*****	*****	*****
26.	Articles of Organization/Certificate of Incorporation	RECIPIENT LEGAL	DOH LEGAL		
27.	Operating Agreement/Bylaws	RECIPIENT LEGAL	DOH LEGAL		
28.	Certificate of Legal Existence	RECIPIENT LEGAL	DOH LEGAL		
	<u>RECIPIENT ORGANIZATIONAL AUTHORITY</u>				
29.	Authorizing/Borrowing Resolution for Signatory	RECIPIENT LEGAL	DOH LEGAL		

	Item	Responsible For Delivery	Responsible To Approve	Approved/ Not Applicable	Comments
30.	Secretary's Certificate along with Incumbency Certificate re: Recipient & Recipient's general partner/manager/managing member	RECIPIENT LEGAL	DOH LEGAL		
	<u>CONSTRUCTION DOCUMENTS</u>	*****	*****	*****	*****
31.	Construction Plans and Technical Specifications	RECIPIENT	DOH PROJECT MANAGER/DOH TECH SERVICES		
32.	Construction Contracts: A – Notification to Bidders Form B – DOH Supplemental Conditions C – Section 3 (H) D – MBE/WBE (H) E – HUD 4010 Labor Standards (H) F – Davis Bacon Wage Rates (H) G – State Labor Rates (Housing Authorities) I – Exploded Trade Payment Breakdown J – Performance and Payment Bonds K – Labor and Material Bond / Builder's Risk / Property Insurance Rider for Materials L- Contractor's Certificate of Insurance	RECIPIENT	DOH PROJECT MANAGER/DOH TECH SERVICES		<i>A, B & E: Form available on DOH website</i> <i>(H)=applicable only to Federal (HOME) funds transactions</i>
33.	Copy of Transmittal Letter of Contractor's Affirmative Action Plan to CHRO	RECIPIENT	DOH PROJECT MANAGER/DOH TECH SERVICES		<i>Form available on DOH website</i> <i>ConApp Exhibit 9.2</i>
34.	Survey to the ALTA/NSPS Standard	RECIPIENT	DOH LEGAL/DOH TECH SERVICES		<i>Certified to DOH within 6 months of closing</i>
35.	Zoning Compliance and Special Conditions	RECIPIENT	DOH TECH SERVICES		<i>ConApp Exhibit 4.7</i>
36.	Site Plan Approval	RECIPIENT	DOH TECH SERVICES		<i>ConApp Exhibit 4.7</i>
37.	Construction Permits	RECIPIENT	DOH TECH SERVICES		
38.	Environmental Review File: <i>Submit earlier. For final review at closing.</i> A – Site Assessments Phase 2, 3 B -- Remedial Action Plans (RAP) as applicable: i – Lead Based Paint RAP ii – Asbestos ACM RAP iii – Soil Management Plan C – Hazardous Materials Survey D – List of Reports as Attachment to the Environmental Indemnity (see #17)	RECIPIENT	DOH TECH SERVICES		<u>[new item]</u>

	Item	Responsible For Delivery	Responsible To Approve	Approved/ Not Applicable	Comments
39.	SHPO approval to start project work (<i>rigor varies by SHPO involvement and may be N/A</i>)	DOH PROJECT MANAGER	DOH TECH SERVICES		[new item]
40.	CEPA Review and Approval (<i>if applicable</i>)	DOH PROJECT MANAGER	DOH PROJECT MANAGER/DOH TECH SERVICES	N/A	
41.	NEPA Release of Funds	RECIPIENT/ DOH PROJECT MANAGER	DOH PROJECT MANAGER	N/A	<i>DOH Federal funds only</i>
42.	Tenant Lead Paint Notifications (<i>if applicable</i>)	RECIPIENT	DOH PROJECT MANAGER		
43.	Evidence of Insurance	RECIPIENT	DOH PROJECT MANAGER		<i>See Insurance Requirements attached to Assistance Agreement</i>
44.	Flood Management Certification approval/-Flood Zone Certification	RECIPIENT	DOH PROJECT MANAGER/DOH TECH SERVICES		
45.	<u>Tax Clearance Letters:</u> A – DRS/Corporate Business/Sales & Use Tax B – Department of Labor	RECIPIENT	DOH LEGAL		
46.	IRS 501(c)(3) Determination Letter	RECIPIENT	DOH PROJECT MANAGER		
47.	Affirmative Marketing Plan, Tenant Selection Plan and Sample Lease	RECIPIENT	DOH PROJECT MANAGER		
48.	Executed Development Budget	RECIPIENT	DOH PROJECT MANAGER		<i>ConApp Exhibit 6.3</i>
49.	Executed Detailed Income and Expenses Form	RECIPIENT	DOH PROJECT MANAGER		<i>ConApp Exhibit 6.2.A</i>
50.	Site Information and Dates	RECIPIENT	DOH PROJECT MANAGER		<i>ConApp Application tab 4.6.b</i>
51.	Property Appraisal	RECIPIENT	DOH PROJECT MANAGER	N/A	
52.	Evidence of Payment of Real Estate Taxes	RECIPIENT	DOH LEGAL		
53.	List of Initial DOH-Assisted Units	RECIPIENT	DOH PROJECT MANAGER	N/A	
54.	Non-Displacement and Relocation Assistance Plan	RECIPIENT	DOH PROJECT MANAGER		<i>ConApp Certification tab- executed</i>
55.	Project Sign Specifications	RECIPIENT	DOH TECH SERVICES		<i>Form available on DOH website. Utilize DECD/DOH or CHFA/DOH Project Sign template for joint deals.</i>

	Item	Responsible For Delivery	Responsible To Approve	Approved/ Not Applicable	Comments
	<u>RECIPIENT'S COUNSEL'S DOCUMENTS</u>	*****	*****	*****	*****
56.	Legal Opinion Letter of Recipient's Counsel	RECIPIENT LEGAL	DOH LEGAL		
57.	UCC Lien Search	RECIPIENT LEGAL	DOH LEGAL		
58.	Title Insurance Proforma	RECIPIENT LEGAL	DOH LEGAL		<i>Deliver Final Original Title Policy at closing</i> <i>Required Endorsements: Access, Same As Survey, Zoning, Gap, Separate Tax Lot, Usury, ALTA 9/Comprehensive, Usury, Construction, Future Advances, Waiver of Arbitration, Condominium</i>
59.	Copies of Title Policy Schedule B Items	RECIPIENT LEGAL	DOH LEGAL		
	<u>MISCELLANEOUS TRANSACTION DOCUMENTS TO BE FURNISHED BY RECIPIENT POST-CLOSING</u>	*****	*****	*****	*****
60.	Project Completion Report	RECIPIENT	DOH PROJECT MANAGER		<i>Form available on DOH website</i>
61.	Annual Rental Project Certification Report and	RECIPIENT	DOH PROJECT MANAGER		<i>Form available on DOH website</i>
62.	Tenant Demographic Report	RECIPIENT	DOH PROJECT MANAGER		<i>Form available on DOH website</i>
63.	Semi-Annual Project Financing Statements	RECIPIENT	DOH PROJECT MANAGER		<i>If requested by DOH</i>
64.	Establishment of Accounts: A – ACH account set-up B – Operating Reserve Account	RECIPIENT	DOH PROJECT MANAGER		<i>Forms available on DOH website</i>
65.	Quarterly Reports (through Construction Period)	RECIPIENT	DOH PROJECT MANAGER		<i>Form available on DOH website</i>
66.	Payment/Expense Verification Form	RECIPIENT	DOH PROJECT MANAGER		<i>Form available on DOH website</i>
	<u>MISCELLANEOUS</u>	*****	*****	*****	*****
67.	Project Specific Requirements to be determined by DOH		DOH PROJECT MANAGER		



U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Hartford Field Office
20 Church Street, 10th Floor
Hartford, Connecticut 06103-3220
Telephone (860) 240-9770
Fax (860) 240-4857

New England

October 5, 2022

The Honorable Justin Elicker
Mayor of the City of New Haven
165 Church Street
New Haven, CT 06510

Dear Mayor Elicker:

Subject: Request for Release of Funds (RROF)
M-21-MC-09-0203 (HOME)

The City's Request for Release of Funds and Certification for an activity to be funded by the subject project, submitted pursuant to statutes that provide for the assumption of the environmental review responsibility by units of general local government and States, was received September 19, 2022. The activity is for the MLK/Tyler Family Project.

MLK/Tyler Family Project, 16 Miller Street, New Haven, CT: \$500,000

The funds will be used for the construction of 56 rental apartments as well as a clubhouse, community center, and a coffee shop/bakery. Construction will also include a community gazebo and playground in addition to an interior parking lot. The development is a collaboration of the City of New Haven, West River Self Help Investment Plan (WRSHIP), and the National Housing Partnership (NHP) Foundation.

The City may, as needed, provide additional HOME funds in support of project completion if additional gap financing is required. The Housing Authority of New Haven will also be seeking the release of Project-Based Vouchers from HUD in support of this project.

A review of the documentation submitted in support of the Request for Release of Funds indicates that the statutory requirements have been met. In the absence of any objections filed pursuant to 24 CFR 58.75 within fifteen days of receipt, you may release these funds, in accord with the funding agreement, as of October 4, 2022.

Sincerely,

Alanna Cavanagh Kabel

Alanna Cavanagh Kabel
Director
Office Community Planning & Development

cc: Laura E. Brown, Executive Director of City Plan Department
Ron Gizzi, Project Coordinator
Catherine Schroeter, Deputy Dir. of Housing Preservation & Development

SAMPLE DOCUMENT

FEDERAL HOME LOAN BANK OF BOSTON AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT

The Federal Home Loan Bank of Boston (the "FHLBank Boston" or the "Bank"), Citizens Bank, N.A. (the "Member"), The National Housing Partnership Foundation (the "Project Sponsor"), West River Self Help Investment Plan LLP (the "Co-Sponsor"), and West River Housing Company LLC (the "Project Owner") enter into this Affordable Housing Program Agreement for a Rental Project (this "Agreement"), effective _____, which sets forth the respective duties and obligations of the FHLBank Boston, the Member, the Project Sponsor, the Co-Sponsor, and the Project Owner with regard to the approval and funding of the Member's Affordable Housing Program ("AHP") Application (the "Application") by the FHLBank Boston.

This Agreement shall be binding upon the parties hereto and upon any successor in interest to such parties.

1. The Application. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner shall be bound by the terms and conditions governing the approval and funding of the Application, including any and all representations made in the Application. Certain of the Application's features are as follows:

Project Name (the "Project"): MLK/Tyler Street Family Housing

Project Number: A20211-044

Project Sponsor: The National Housing Partnership Foundation

Project Co-Sponsor: West River Self Help Investment Plan LLP

Project Owner: West River Housing Company LLC

Amount and form of AHP Subsidy (hereinafter sometimes referred to as the "Subsidy", "Advance Subsidy", or the "Subsidies"):

Direct Subsidy:	\$650,000
Advance:	\$0
Advance Subsidy:	\$0
Total AHP Units:	44

Targeting:

37	units at or below 50 percent of median income;
7	units at or below 60 percent of median income;
0	units at or below 80 percent of median income;
12	units above 80 percent of median income.

2. Applicable Regulations; AHP Implementation Plan. The Member, the Project Sponsor, the Co-Sponsor, and Project Owner agree to be bound by and comply with:

- A. The Federal Housing Finance Agency (the "FHFA") policies and regulations set forth in 12 C.F.R. Part 1291, et seq. (the "AHP Regulations"), and any related Regulatory Interpretations,

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

- Advisory Bulletins, or guidance published by the FHFA, in each case, as amended from time to time, or the regulations, regulatory interpretations, guidance, and policies of any successor in interest to the FHFA, in each case, as amended from time to time; and
- B. The AHP guidelines and requirements of the FHLBank Boston, including, without limitation, FHLBank Boston's Affordable Housing Program Implementation Plan and Policies (as amended from time to time, the "AHP Implementation Plan") and FHLBank Boston's procedures, guidelines, and instructions covering, among other things, the use of the FHLBank Boston's AHP funds under the AHP (as amended from time to time, the "Bank's AHP Procedures"), or any successor in interest to the FHLBank Boston, in each case, as amended from time to time.
3. Order of Priority. To the extent the AHP Regulations are inconsistent with any term or provision of this Agreement, the AHP Regulations shall govern the conduct and obligations of the parties hereto.
4. Qualifying Characteristics. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner agree that no modifications will be made to the Project's specifications, as set forth in the Application, without the prior written approval of the FHLBank Boston. Attached as Exhibit A are the "Qualifying Characteristics" of the Application, which are by reference made apart hereof. In the event of a conflict between the Qualifying Characteristics and the Application, the Application shall control.
5. Project Need. The use(s) of the Subsidy, as set forth in the approved Application, have been identified as: **Construction/Rehab.** In order to ensure that the approved level of Subsidy from the FHLBank Boston is still warranted at the actual funding date, in conformity with the requirements of the AHP Regulation, the FHLBank Boston will reevaluate the Subsidy level and will only fund that portion of the Subsidy deemed necessary by the FHLBank Boston to fund the Project. In such reevaluation, the FHLBank Boston will principally consider proforma financial data, including, among other factors, the following:
- A. All sources of funds including estimates of funds from all other sources, whether actually committed or not; and
- B. Project costs, as reflected in the Project's budget, including whether such costs are reasonable in accordance with the FHLBank Boston's project feasibility guidelines, in light of industry standards for the location of the Project and the long-term financial needs of the Project.
6. Feasibility. Before funding, the FHLBank Boston shall determine whether the Project is developmentally feasible, operationally feasible (as projected in the Project's operating proforma), and confirm need for the Subsidy in accordance with the FHLBank Boston's project feasibility guidelines, based on relevant factors including, but not limited to, applicable financial ratios, geographic location, needs of the tenants, and other nonfinancial Project characteristics. The Subsidy must be necessary for the financial feasibility of the Project, and the rate of interest, points, fees, and any other charges for all loans financing the Project shall not exceed a market rate of interest, points, fees, and other charges for loans of similar maturity, terms and risk.
7. Pass Through. The Member shall pass on the full amount of the Subsidy to the Project for which the Subsidy was approved.

**FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING**

8. Member's Use of Subsidies. The Member shall use the Subsidy in accordance with the terms of the Application, the requirements of the AHP Regulations, the AHP Implementation Plan and the Bank's AHP Procedures.

9. Project Sponsor's, Co-Sponsor's, and Project Owner's Use of Subsidies. The Project Sponsor, the Co-Sponsor, and the Project Owner shall use the Subsidy in accordance with the terms of the Application, the requirements of the AHP Regulations, the AHP Implementation Plan and the Bank's AHP Procedures, and shall maintain the project in conformity with the Qualifying Characteristics.

10. Commitment of Funds. The Subsidy must be drawn down and used by the Project, or used by the Project to procure other financing commitments within 12 months of the date of the approval of the Application. The FHLBank Boston in its sole discretion may extend this period if sufficient evidence is provided documenting progress toward project completion and funding. For the avoidance of doubt, however, all sources of funding must be committed within 12 months from the Application's approval. If the Subsidy is not drawn down and used by the Project within the period described under this paragraph, the FHLBank Boston may cancel its approval and any funded Subsidy shall be returned to the FHLBank Boston.

11. Repayment of AHP Subsidies in the Case of Noncompliance.

Must use funding within next 12 months!

 - A. *Noncompliance by the Member.* If the Member causes the Subsidies to be misused through its actions or omissions, the Member shall repay the Subsidies (plus interest if appropriate) to the FHLBank Boston.

 - B. *Noncompliance by the Project Sponsor, the Co-Sponsor, or the Project Owner.* If the Project Sponsor, the Co-Sponsor, or the Project Owner causes the Subsidies to be misused, the following shall apply, as determined by the FHLBank Boston in its sole discretion:
 - I. The Member shall recover the Subsidies (plus interest if appropriate) from the Project Sponsor, the Co-Sponsor, or the Project Owner and repay them to the FHLBank Boston; or
 - II. The Project Sponsor, the Co-Sponsor, or Project Owner shall repay the Subsidies (plus interest if appropriate) directly to the FHLBank Boston.

 - C. *Amount to be Repaid.* The full amount of any Subsidies not used in compliance with the requirements of this Agreement, including interest, as determined in the FHLBank Boston's sole discretion, or as required by the FHFA, if appropriate.

 - D. *Noncompliance- occupancy by households with incomes exceeding the income-targeting commitments.* The amount of Subsidies due is calculated based on the number of units in noncompliance, the length of the noncompliance, and the portion of the Subsidies attributable to the noncompliant units, each as determined in the FHLBank Boston's sole discretion.

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

- E. *Recovery Not Required.* Recovery of the Subsidies is not required if:
- I. The Member, the Project Sponsor, the Co-Sponsor, or Project Owner cures the noncompliance within a reasonable period of time, as determined by the FHLBank Boston in its sole discretion;
 - II. The circumstances of noncompliance are eliminated through a modification of the terms of the approved Application for Subsidy pursuant to the AHP Regulations; or
 - III. The Member is unable to collect the Subsidy after making reasonable efforts to collect it, as determined by the FHLBank Boston in its sole discretion.
12. Status of Member's Obligations Hereunder. The Member acknowledges and agrees that its obligations hereunder, including obligations to recapture and/or repay the Subsidy, are obligations secured by the grant of security interest to the FHLBank Boston in the Member's Agreement for Advances, Collateral Pledge, and Security Agreement, as amended from time to time.
13. FHFA Compliance Determinations. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner acknowledge that the FHLBank Boston and the FHLBank Boston's AHP are subject to the regulatory, supervisory and examination authority of the FHFA. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner further acknowledge that pursuant to such authority, the FHFA may determine at any time, based on its review of the FHLBank Boston's records for the Project, that the Subsidy has not been used in compliance with the terms of the Application or the requirements of this Agreement, the AHP Regulations, the AHP Implementation Plan, or the Bank's AHP Procedures, and that such noncompliance is the result: (i) the Project Sponsor, the Co-Sponsor, or the Project Owner; or (ii) the Member's actions or omissions. If the FHFA makes such a determination, the FHLBank Boston shall notify the Member, the Project Sponsor, the Co-Sponsor, and the Project Owner in writing of the FHFA's determination and may require remedial action by the Member, the Project Sponsor, the Co-Sponsor, and/or the Project Owner, in accordance with the terms of the AHP Regulations and this Agreement. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner agree that within 30 calendar days after receipt of such notice, or within such other period of time as the FHLBank Boston may approve, the Member, the Project Sponsor, the Co-Sponsor, and/or the Project Owner, as may be directed by the FHLBank Boston pursuant to a supervisory determination of the FHFA, shall cure the noncompliance, eliminate the noncompliance through an approved modification of the Application, or repay the Subsidy to the FHLBank Boston, all in accordance with the applicable provisions of the AHP Regulations and this Agreement.
14. Special Provision for Subsidized Advance.
- A. *Repayment Schedule.* The term of an AHP subsidized advance shall be no longer than the term of the Member's loan(s) to the Project or units funded by the advance, and at least once in every 12-month period from the date the advance is funded, the Member shall be scheduled to make a principal repayment to the FHLBank Boston equal to the amount scheduled to be repaid to the Member on its loan(s) to the Project in that period.

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

- B. *Prepayment Fees.* The FHLBank Boston shall charge the Member a prepayment fee only to the extent the FHLBank Boston suffers an economic loss from the prepayment of a subsidized advance.
- C. *Treatment of Loan Prepayment by the Project.* If all or a portion of the loan or loans financed by a subsidized advance are prepaid by the Project to the Member, the Member may, at its option, either:
- I. Repay to the FHLBank Boston that portion of the advance used to make the loan or loans to the Project, and be subject to a fee imposed by the FHLBank Boston sufficient to compensate the FHLBank Boston for any economic loss the FHLBank Boston experiences in reinvesting the repaid amount at a rate of return below the cost of funds originally used by the FHLBank Boston to calculate the Advance Subsidy; or
 - II. Continue to maintain the advance outstanding, subject to the FHLBank Boston resetting the interest rate on that portion of the advance used to make the loan or loans to the Project to a rate equal to the cost of funds originally used by the FHLBank Boston to calculate the Advance Subsidy.
15. Maintenance of Records. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner agree to maintain such records relating to the Application, the Project, and the use of the Subsidy as may be required by the AHP Regulations, the AHP Implementation Plan and the Bank's AHP Procedures, or as may otherwise be required by the FHLBank Boston, in its sole discretion. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner expressly authorize the FHLBank Boston to audit their respective records related to the Application, the Project, and the use of the Subsidy, including loan documentation and books and records of account, and to conduct on-site reviews of such records related to the Application, the Project, and the use of the Subsidy during normal business hours, and upon reasonable advance notice.
16. Project Monitoring. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner shall comply with the monitoring requirements applicable to the initiative, as established by the FHLBank Boston in its monitoring policies pursuant to the AHP Regulations, the AHP Implementation Plan, and the AHP Procedures. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner shall be notified of all changes in policy. Under the policy in effect at the time of this Agreement:
- A. *Monitoring during Construction or Rehabilitation.*
 - I. During the period of construction or rehabilitation of the Project, the Project Sponsor, Co-Sponsor, and Project Owner must report to the Member semiannually on whether satisfactory progress is being made towards completion of the Project, including occupancy of the Project by eligible households, in compliance with the commitments made in the Application, the AHP Implementation Plan and the Bank's AHP Procedures, and the requirements of the AHP Regulations. During such period, the Member must take the steps necessary to determine whether satisfactory progress is being made towards completion of the Project, whether satisfactory progress is being made toward occupancy by eligible households, and must report to the FHLBank Boston semiannually on the status of the Project.

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

- II. For each Subsidy disbursement, the Project Sponsor must certify to the Member and the FHLBank Boston that it meets the project sponsor qualifications criteria established by the FHLBank Boston and that it has not engaged in, and is not engaging in, covered misconduct as defined in the FHFA's Suspended Counterparty Program regulation (12 CFR part 1227) or as defined by the FHLBank Boston.
 - B. *Monitoring at Project Completion.*
 - I. The Project Sponsor, Co-Sponsor, Project Owner and Member agree to complete the monitoring requirements at project completion, including all applicable documentation, as established by the FHLBank Boston relative to the AHP Regulations, the AHP Implementation Plan, and the AHP Procedures, and at the sole discretion of the FHLBank Boston.
 - II. Within one year from the date of Project completion (as determined by the FHLBank Boston in its sole discretion), the Member, Project Sponsor, Co-Sponsor, and the Project Owner must review the Project documentation with the FHLBank Boston and certify to the FHLBank Boston that:
 - a) The Subsidy has been used for eligible purposes according to the commitments made in the Application;
 - b) The household incomes and rents comply with the income targeting and rent commitments made in the AHP Application;
 - c) The Project's actual costs were reasonable and in accordance with the FHLBank Boston's project cost guidelines, and the Subsidies were necessary for the completion of the Project as currently structured or as structured at completion;
 - d) Each AHP-assisted unit is subject to AHP retention mechanisms as specified in paragraph 19 below; and
 - e) The services and activities committed to in the approved AHP Application (also referred to as the Qualifying Characteristics) have been provided in connection with the Project.
 - C. *Long-Term Monitoring.* Where no third-party monitoring arrangements sanctioned under the AHP Regulations are made, or if the project is verified by the FHLBank Boston as a Low Income Housing Tax Credit ("LIHTC") initiative in compliance, or unless notified by the FHLBank Boston otherwise, the monitoring requirements detailed in the current AHP Implementation Plan shall apply.
17. Special Provision for LIHTC Initiatives. The Member the Project Sponsor, the Co-Sponsor, and the Project Owner shall comply with the monitoring requirements applicable to LIHTC initiatives. If following closeout monitoring by the FHLBank Boston, the Project is determined by the FHLBank Boston, in its sole discretion, to be a LIHTC initiative, no long-term monitoring will be required unless notified otherwise by the FHLBank Boston. The Project Owner, the Project Sponsor, the Co-Sponsor, and the Member hereby agree to provide prompt written notice to the FHLBank Boston if the Project is in material and unresolved noncompliance with the LIHTC income targeting or rent requirements at any time during the Retention Period (hereinafter defined), including, but not limited to, the Project's receipt of an IRS Form 8823. In such

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

an event and until either the noncompliance is resolved or the full amount of the Subsidies returned to the FHLBank Boston, the Project Owner, Project Sponsor, Co-Sponsor, and Member will be subject to all applicable monitoring requirements.

18. Transfer of AHP obligations.

- A. *To Another Member.* The Member shall make best efforts to transfer its obligations under the approved Application and this Agreement to another member in the event of its loss of membership in the FHLBank Boston prior to the FHLBank Boston's final disbursement of Subsidies.
- B. *To a Nonmember.* If, after final disbursement of Subsidies to the Member, the member undergoes an acquisition or a consolidation resulting in a successor organization that is not a member of the FHLBank Boston, the nonmember successor organization assumes the Member's obligations under the approved Application, and where the Member received an AHP subsidized advance, the nonmember assumes such obligations until prepayment or orderly liquidation by the nonmember of the subsidized advance.

19. Retention Period and Retention. The term "Retention Period" is defined as the period from the date of project completion through fifteen (15) years from the date of project completion, as determined by the FHLBank Boston in its sole discretion. The Member shall ensure that the Project is subject to an AHP retention mechanism, utilizing the FHLBank Boston's standard mortgage documents as a basis, requiring that:

- A. The Project's rental units, or applicable portion thereof, must remain occupied by and affordable for households with incomes at or below the levels committed to be served in the Application for the duration of the Retention Period;
- B. The FHLBank Boston and, in the Bank's discretion any designee of the Bank, shall be given thirty (30) days prior written notice of any sale, transfer, assignment of title or deed, or refinancing of the Project occurring prior to the end of the Retention Period;
- C. In the case of a sale, transfer, assignment of title or deed, or refinancing of the Project prior to the end of the Retention Period, the full amount of the Subsidy received by the Project Sponsor, the Co-Sponsor, or Project Owner shall be repaid to the FHLBank Boston, unless:
 - I. The Project continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the approved Application for the duration of the Retention Period; or
 - II. If authorized by the FHLBank Boston, in its sole discretion, the households are relocated due to the exercise of eminent domain, or for expansion of housing or services, to another property that is made subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the approved Application for the remainder of the Retention Period; and

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

- D. The income-eligibility and affordability restrictions applicable to the Project shall terminate after any foreclosure.
20. Special Provision for HUD 202/811 Initiative. The Member shall ensure that the Project is subject to a deed restriction or other legally enforceable retention agreement or mechanism, utilizing the FHLBank Boston's standard mortgage documents and HUD 202/811 Rider as a basis. Paragraphs 19.A, 19.B, and 19.C also apply to all HUD 202/811 initiatives.
21. Lending of AHP Direct Subsidies. If the Member, the Project Sponsor, the Co-Sponsor, or the Project Owner lends the Subsidy to the Project, any repayments of principal and payments of interest received by the Member, the Project Sponsor, the Co-Sponsor, or the Project Owner must be paid forthwith to the FHLBank Boston.
22. Other Reporting Requirements. The FHLBank Boston has established policies and is committed to implementing and maintaining processes and controls to discover and report suspicious activity, including, but not limited to, fraud and money laundering. The Member, the Project Sponsor, the Co-Sponsor, and Project Owner are expected to support the FHLBank Boston's efforts in identifying suspicious activity by immediately providing written notification of any suspicious activity in relation to their dealings with the FHLBank Boston. Should the Member, the Project Sponsor, the Co-Sponsor, or Project Owner believe there is suspicious activity related to an FHLBank Boston business transaction such party must notify the FHLBank Boston immediately. The Member, the Project Sponsor, the Co-Sponsor, and Project Owner will also provide the FHLBank Boston with all information, documentation and assistance reasonably requested by the FHLBank Boston in response to the FHLBank Boston's receipt of any such notice from such party.
23. Other Notifications. The Project Sponsor, the Co-Sponsor, Project Owner, and the Member agree to promptly report to the FHLBank Boston's Housing and Community Investment Department any material changes in the financial structure of the Project, including but not limited to, any new sources of funds, failure to receive other Project-related funds and compensated tax credit utilization, or any other material changes in the Project's scope and terms. The FHLBank Boston retains the right to reevaluate the need for the Subsidy in light of any such material changes and may make such modifications thereto, including the amount of Subsidy, as it deems appropriate in its sole discretion.
24. Notification of the Member, the Project Sponsor, the Co-Sponsor, and the Project Owner. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner acknowledge that they have been notified of the requirements of the AHP Regulations, and the FHLBank Boston policies relevant to the Application for Subsidy, including, without limitation, the AHP Implementation Plan.
25. Assignments. Neither the Member, the Project Sponsor, the Co-Sponsor, nor the Project Owner may assign this Agreement or any of the agreements, instruments or other documents executed in connection with or otherwise pertaining or incidental to this Agreement, the Application, or the Subsidy, including, without limitation, FHLBank Boston's standard AHP mortgage documents and AHP promissory note (as such agreements, instruments or documents may be amended, restated, replaced or otherwise

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

modified from time to time, collectively, the “Related Documents”), or any of their respective rights, obligations, or benefits thereunder, by operation or law or otherwise, without the FHLBank Boston’s prior written consent.

26. Modifications to the Related Documents. Neither the Member, the Project Sponsor, the Co-Sponsor, nor the Project Owner may amend, replace, restate or otherwise modify any of the Related Documents or subordinate any of their respective rights, obligations, or benefits thereunder, by operation or law or otherwise, without the FHLBank Boston’s prior written consent.
27. Insolvency. In the event of the Member’s insolvency, the Member agrees that the FHLBank Boston shall have the right to assume, effect and/or enforce, in the FHLBank Boston’s sole discretion, the Member’s rights, remedies and obligations under this Agreement and the Related Documents, including, without limitation, the power to assign the Member’s obligations, in full or in part, to another member of the FHLBank Boston or any other Federal Home Loan Bank. The Project Sponsor, the Co-Sponsor, and the Project Owner agrees to fully cooperate with the FHLBank Boston’s exercise of the right set forth in the immediately preceding sentence, including, without limitation, by making any and all payments required or permitted to be made by the Project, the Project Sponsor, the Co-Sponsor, or Project Owner pursuant to this Agreement directly to the FHLBank Boston in the event that a receiver, conservator, bankruptcy trustee, rehabilitator or other form of legal custodian is appointed in connection with the Member’s insolvency.
28. Official Record. The Member agrees to continuously maintain this Agreement as an official record of the Member in accordance with the Member’s record retention policies.
29. Counterparts: Electronic Signatures. This Agreement, and any amendments, waivers, consents or supplements related hereto, may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts taken together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of a signature page to, or an executed counterpart of, this Agreement (or any amendment, waiver, consent or supplement related hereto) by facsimile, email transmission of a scanned image, or other electronic means, shall be effective as delivery of an originally executed counterpart. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act, and the parties hereto hereby waive any objection to the contrary.
30. Jurisdiction. In any action or proceeding brought by the FHLBank Boston or the Member to enforce any right or remedy under this Agreement, the parties hereby consent to, and agree that they will submit to the jurisdiction of the United States District Court located in Boston, Massachusetts.

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

31. Applicable Law. This Agreement shall be governed by the statutory and common law of the United States and, to the extent federal law incorporates or defers to state law, the laws of the Commonwealth of Massachusetts (excluding, however, the conflict of laws rules of such State).
32. Notices. All notices and other communications shall be mailed, sent by facsimile transmission (with confirmation copy), served personally on a party at the address indicated below, or at such other address as shall be designated by a party by future written notice to the other parties, or sent by electronic mail ("email") with notice by one of the other delivery methods set forth in this section to promptly follow. Notice sent by facsimile transmission shall be effective on the date transmitted; notice sent by personal service shall be effective on the date of delivery; notice sent by U. S. mail shall be effective three (3) business days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid; and notice sent by email shall be effective upon the recipient's confirmation of receipt. Notice to the FHLBank Boston shall be sent to:
- Federal Home Loan Bank of Boston
800 Boylston Street, 9th Floor
Boston, MA 02199
Attention: Housing and Community Investment Department
Email: housing@fhldboston.com
33. Headings. Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purposes or be given substantive effect.
34. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof.
35. Suspension and Debarment. The Member, the Project Sponsor, the Co-Sponsor, and the Project Owner each acknowledge and agree that noncompliance by such party with this Agreement, the Application, the requirements of the AHP Regulations, the AHP Implementation Plan, or the Bank's AHP Procedures may result in the suspension or debarment of such party from participation in the FHLBank Boston's AHP in accordance with 12 CFR Part 1291.63.
36. Representations and Warranties.
- A. The parties accept the terms and conditions of the funding as set forth herein by executing this Agreement in the space set forth below. In indicating their acceptance of the terms and conditions of the funding set forth herein, the parties also represent and warrant that they have full organizational power and authority and have received all organizational and governmental authorizations and approvals as may be required to enter into and perform their obligations under this Agreement and that at all times they will adhere to the terms and conditions set forth herein.

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

- B. The Member represents and warrants to the FHLBank Boston, as of the date hereof, on each funding date of the Subsidy, and as of the dates the Member provides information and certifications to the FHLBank Boston and the AHP Regulations, the following:
- (a) The execution, delivery and performance by the Member of this Agreement and the Related Documents to which the Member is a party are within the organizational or other powers of the Member, have been duly authorized by all necessary action, do not contravene or constitute a default under any provision of applicable law or regulation or of any judgment, injunction, order, or decree binding on the Member or its property;
 - (b) **THE INDIVIDUAL SIGNING ON BEHALF OF THE MEMBER HAS BEEN DESIGNATED BY THE MEMBER AS AUTHORIZED TO ENTER INTO THIS AGREEMENT PURSUANT TO ITS CURRENT USER ENTITLEMENTS ON FILE WITH THE FHLBANK BOSTON;** and
 - (c) The FHLBank Boston is entitled to accept requests for disbursement of funds, submission of required reports, and certifications of compliance from the staff of the Member.

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FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

Agreed to and Accepted

Dated: _____

By: _____

Kenneth A. Willis
Senior Vice President
Federal Home Loan Bank of Boston

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

The individual signing on behalf of the Member has been designated by the Member as authorized to enter into this Agreement pursuant to its current user entitlements on file with the FHLBank Boston.

Agreed to and Accepted

Dated: _____

By: _____

Name: _____

Title: _____

For: Citizens Bank, N.A.

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

Agreed to and Accepted

Dated: _____

By: _____

Name: _____

Title: _____

For: The National Housing Partnership Foundation

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

Agreed to and Accepted

Dated: _____

By: _____

Name: _____

Title: _____

For: West River Self Help Investment Plan LLP

FEDERAL HOME LOAN BANK OF BOSTON
AFFORDABLE HOUSING PROGRAM AGREEMENT FOR A RENTAL PROJECT
PROJECT: A20211-044 — MLK/TYLER STREET FAMILY HOUSING

Agreed to and Accepted

Dated: _____

By: _____

Name: _____

Title: _____

For: West River Housing Company LLC

Attachment: Exhibit A

Revised December 3, 2021

Qualifying Characteristics Federal Home Loan Bank of Boston -- Round One of the 2021 AHP

APPLICANT: Citizens Bank, N.A.
 PROJECT: MLK/Tyler Street Family Housing
 SPONSOR: The National Housing Partnership Foundation
 CO-SPONSOR: West River Housing Company LLC
 PROJECT OWNER: West River Housing Company LLC

A20211-044
 Rank: 21
 Score: 72.1856

Direct Subsidy: \$650,000
 Total Subsidy: \$650,000

Total Number of Units: 56
 Total AHP Assisted Units: 44
 Very Low-Income Units: 37

Additional conditions for funding (if applicable): None.

SCORING PRIORITIES			Earned Points	Max. Points
I	Donated Properties	N/A	0.0000	5.0000
II	Nonprofit Sponsorship	The National Housing Partnership Foundation has ownership interest or integral involvement in the project.	5.0000	5.0000
III	Targeting	12 units reserved for households earning more than 80% AMI 0 units reserved for households earning between 61 to 80% AMI 7 units reserved for households earning between 51 to 60% AMI 37 units reserved for households earning less than 50% AMI	20.0000	20.0000
IV	Homeless Housing	N/A	0.0000	5.0000
V	Empowerment	1. Employment training 2. Financial planning and budgeting 3. Formal family self-sufficiency program 4. Resident participation on resident council or house meetings with demonstrated involvement in operational decision making (for rental initiatives only).	8.0000	8.0000
VI FIRST DISTRICT PRIORITY				
VI A	Home Purchase by Low- or Moderate- income Households.	N/A	0.0000	5.0000
VI B	Member Financial Participation	AHP Direct Subsidy and Member Financial Involvement of \$15,500,000 Construction Loan of \$13,000,000 Tax Credit Purchase of \$2,500,000	12.0000	12.0000
VI C	Economic Diversity	Located in a census tract where the median income is no more than 80 percent of the MSA median income and in which at least 20 percent of the units are market-rate units.	5.0000	5.0000
VI D	Rural	N/A	0.0000	5.0000
VII	Community Stability	<ul style="list-style-type: none"> •This initiative will achieve an ENERGY STAR® and/or Passive House certification. •This initiative does not have any sensitive land elements. •This initiative includes Infill Development. •This initiative meets minimum densities based on the location and building type. •This initiative is accessible to public transportation based on the location and building type. •This initiative will use building materials and products that are extracted, processed and manufactured within 500 miles of the project site. •This initiative will conduct a Vulnerability Assessment and develop a Disaster Prevention and Mitigation Plan. 	13.0000	20.0000
VIII	Effectiveness	\$650,000 for 44 AHP-assisted DU's; \$14,773 Amount per unit subsidy	4.1856	5.0000
IX	Eligible development team roles are performed by an MBE or WBE	N/A	0.0000	5.0000
X	Rental Housing for Extremely-Low Income Households	At least 20% of the units are targeted for households earning less than 30% AMI.	5.0000	5.0000

The Federal Home Loan Bank of Boston must be notified of any changes to the Qualifying Characteristics. Changes may result in a change in the project's score. A reduction in score may disqualify this project from funding in this round and result in cancellation of the AHP commitment prior to the funding or a recapture by the Bank of AHP subsidy funds already disbursed.



Capital
Markets

RBC Community Investments
6805 Morrison Blvd. Suite 100
Charlotte, NC 28211
Telephone: (980) 233-6447

September 30, 2022

NHP Foundation
122 East 42nd Street, Suite 4900
New York, NY 10168
Attn: Micah Hunter

**Re: *MLK Blvd/Tyler Street Family Housing
New Haven, CT***

Dear Micah:

Thank you for providing us the opportunity to submit a proposal on MLK Blvd/Tyler Street Family Housing (the "Project"). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interest in West River Housing Company, LLC, a Connecticut Limited Liability Company (the "Company"). RBC Community Investments, LLC, its successors and assigns ("RBC") will acquire a 99.99% interest, and RBC Community Investments Manager II, Inc. ("RBC Manager") will acquire a .001% interest (collectively, the "Interest") in the Company.

1. **Project and Parties Involved.**

- (a) The Project, located in the City of New Haven, County of New Haven, State of Connecticut will consist of 11 new buildings having 56 apartment units for rent to families. Within the Project, 44 units will be occupied in compliance with the low-income housing tax credit ("LIHTC") requirements of Section 42 of the Internal Revenue Code and 12 units will be unrestricted market rate units. In addition, 8 units will receive Project Based Section 8 Vouchers ("PBV") for a minimum term of 15 years. The Project will have 700 square feet commercial space that will be operated by Columbus House on a triple net basis.
- (b) The parties involved with the Project are as follows:
 - (i) **Managing Member.** The Managing Member is WHRC Manager LLC, a single purpose, taxable entity which is owned 65% by NHP Foundation ("NHPF") and 35% by West River Self Help Investment Plan LLC ("WRSHIP"). NHPF will be the controlling member of WHRC Manager LLC. It is expected the Managing Member will make the 168(h) election.
 - (ii) **Developer.** The Developer is NHPF, or its affiliate.
 - (iii) **Guarantors.** Subject to RBC's review and approval of financial statements, the Guarantors are NHPF and other entities deemed necessary by RBC, on a joint and several basis.

- 2. **Investment Amount.** The Interest in the Company will be acquired for a total capital contribution of \$12,274,112. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents \$0.93 per LIHTC dollar. This pricing assumes the Developer uses accrual basis accounting and the Managing Member uses cash basis accounting for tax purposes. Further, the pricing assumes depreciable basis of \$25,722,711 consisting of 100% of residential depreciation of \$24,490,711 being taken

over 30 years, 100% of depreciation on site improvements of \$784,000 qualified as 15-year useful life, and 100% of depreciation on personal property of \$448,000 qualified as 5-year useful life with the Project being placed in service in May 2024. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Company in installments as set forth on **Exhibit A**.

3. **LIHTC.** The Project will receive a reservation of 2022 LIHTC in the amount of \$1,319,929 annually. The total LIHTC anticipated to be delivered to the Company is \$13,199,290. The LIHTC will be available to the Company beginning in May 2024. It is expected that RBC will be allocated a total LIHTC amount of \$13,197,970 (the "Projected LIHTC") during the credit period in the following amounts: \$1,103,890 in 2024, \$1,319,797 annually in each of the years 2025 through 2033, and \$215,929 in 2034. Any decision to delay the commencement date of the LIHTC period beyond 2024 is subject to RBC's consent.
4. **Funding Sources.** We assume the Project will receive funding on the terms and conditions listed on **Exhibit B**. Any change in those funding sources or their terms and conditions are subject to RBC's consent.
5. **Adjustments.**
 - (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period ("Certified LIHTC") will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC's capital contributions will be reduced by an amount (the "LIHTC Downward Capital Adjustment") equal to the product of (i) \$0.93 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.
 - (b) **Upward Capital Adjustment.** If the Certified LIHTC is more than the Projected LIHTC, RBC will pay an additional capital contribution (the "LIHTC Upward Capital Adjustment") equal to the product of (i) \$0.93 multiplied by (ii) the difference between the Certified LIHTC and the Projected LIHTC.
 - (c) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2024 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2024 is less than the amounts shown in Paragraph 3, RBC's capital contribution shall be reduced by an amount (the "LIHTC Late Delivery Adjustment") equal to the difference between the amount shown in Paragraph 3 (adjusted for any LIHTC Downward or LIHTC Upward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2024, multiplied by \$0.50.
 - (d) **Early Delivery Adjustment.** If the amount of the LIHTC allocated to RBC for calendar year 2024 is more than the amounts shown in Paragraph 3, RBC will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the difference between the amount shown in Paragraph 3 (adjusted for any LIHTC Downward or LIHTC Upward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2024, multiplied by \$0.40.
 - (e) **Payment by Investor Member.** Any additional capital contribution with respect to a LIHTC Upward Capital Adjustment or an Early Delivery Adjustment will be paid by RBC at the time of its final capital contribution and will be applied first to any deferred developer fee, with any remaining amounts released to Net Cash Flow. The aggregate of the Early Delivery Adjustment and LIHTC Upward Capital Adjustment will not exceed 5% of the total capital contribution.

- (f) Payment by Managing Member. If the LIHTC Downward Capital Adjustment and the LIHTC Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the Managing Member will make a payment to the Company equal to the amount of such excess, and the Company will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the Managing Member's capital account.
 - (g) Late Bonus Delivery Adjustment. It is anticipated that site and personal property improvements to the Project will qualify for the additional allowance under Section 168(k) of the Code that allows an inclusion in the first year's depreciation of 60% and 40% in 2024 and 2025, respectively, of basis of the site improvements and personal property (the "Bonus Depreciation Amount"). In the event the actual 2024 Bonus Depreciation Amount is less than \$739,200 (the "BD Target") due to a delay in the project's place-in-service after 2024 (other than due solely to changes in the Code after the date hereof with which eliminates the availability of Bonus Depreciation for site improvements and personal property in 2024 and 2025, as applicable), there shall be a "Downward Bonus Depreciation Adjustment" equal to the product of (1) the difference between the BD Target for 2024 and the actual Bonus Depreciation Amount for calendar years 2024 and 2025 and (3) \$0.125. If the building places in service in 2024 there will be no late bonus delivery adjustment.
6. Managing Member Obligations. Any amounts advanced by the Managing Member for the obligations set forth below will not be considered as loans or capital contributions reimbursable or repayable by the Company unless otherwise stated herein.
- (a) Construction Completion. The Managing Member is responsible for construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.
 - (b) Operating Deficits.
 - (i) Pre-Stabilization. The Managing Member will fund operating deficits until the date (the "Stabilization Date") which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage ratio ("DSCR"); and
 - (ii) Post-Stabilization. Commencing with the Stabilization Date and continuing until the Release Date (defined below), the Managing Member will fund operating deficits of up \$514,677 (6 months Operating Expenses Replacement Reserves, and Debt Service). Any funds paid by the Managing Member under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Company with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

The "Release Date" is the later of:

- (A) the fifth anniversary of the Stabilization Date,
- (B) the date the Project has achieved an average DSCR of 1.15 for the 12-month period immediately prior to the Release Date, and
- (C) the date the Project has achieved a 1.15 DSCR for each of the 3 months immediately prior to the Release Date.

Notwithstanding the foregoing, if, as of the Release Date, the balance of the Operating Reserve described in Section 7(a) is less than \$514,677, this obligation shall continue until the balance in the Operating Reserve is equal to or greater than \$514,677.

- (iii) Supportive and Social Services. The Managing Member will provide or guarantee the provision of resident social and/or supportive services which the Company is obligated to provide (including any agency, project lender, or subsidy provider requirements). Such guarantee shall not be subject to the limitations of amount or duration under Section 6(b)(ii) above.
- (c) LIHTC Shortfall or Recapture Event. To the extent not already addressed by the LIHTC Downward Capital Adjustment or the LIHTC Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC (unless due to a change of law), the Managing Member will make payments to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.
- (d) Repurchase. The Managing Member will repurchase RBC's interest upon the occurrence of certain events described in the Project Entity Agreement.
- (e) Environmental Indemnity. The Managing Member will indemnify RBC against any losses due to environmental condition at the Project.
- (f) Developer Fee. The Managing Member will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.
- (g) Guarantors. The Guarantors will guarantee all of the Managing Member's obligations set forth in the Project Entity Agreement. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors' financial statements but in no event a net worth of less than \$12,500,000, of which \$1,250,000 will be liquid. Upon achievement of the Release Date, the net worth and liquidity covenants will be released.
- (h) Guarantees. Notwithstanding anything contained herein, the maximum cumulative amount of Managing Member's (and Guarantor's) obligations under Sections 6(b) and 6(c) shall not exceed the total amount of Developer Fee (the "Cap Amount"). With respect to Section 6(c), any amount in excess of the Cap Amount shall be paid to RBC pursuant to Sections 9(b)(i) and 9(c)(iii).
- (i) Loan Treatment. The payment required by the Managing Member for the obligations in sections 5(f), 6(a) and 6(b)(i) shall be treated as an unsecured loan to the Company with interest at the rate of 0% per annum, to be repaid out of refinancing, sale and liquidation proceeds as provided in Paragraph 9(c) hereof. The cumulative amount of the loan will be capped at \$350,000.

7. **Reserves.**

- (a) Operating Reserves. An operating reserve in the amount of \$514,677 (6 months OERRDS) will be established and maintained by the Managing Member concurrent with RBC's fourth capital contribution. Withdrawals from the operating reserve will be subject to RBC's consent. Prior to the Release Date, the balance of the Operating Reserve shall not be reduced to less than \$255,551. Managing Member may withdraw funds from the Operating Reserve prior to making a payment under the operating deficit guaranty provided the balance in the Operating Reserve is not reduced to less than \$255,551. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

- (b) Replacement Reserves. The Company will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) \$250 per unit increasing 3.00% annually and (ii) the amount required by the permanent lender (underwritten at \$400 per unit increasing 3.00% annually). Annual contributions will commence upon receipt of the permanent certificate of occupancy of the final building.
 - (c) Supportive Services Escrow. A supportive services escrow in the amount of \$697,500 will be established and maintained by the Managing Member no later than RBC's third capital contribution. Withdrawals from the supportive services escrow will be made in the amount of \$46,500 annually for 15 years to fund the costs of the supportive services.
 - (d) Tax and Insurance Reserves. The Managing Member will establish a tax and insurance reserve of \$108,555, or in such greater amounts as may be required by project lenders, not later than RBC's fourth capital contribution.
8. Fees and Compensation. The following fees will be paid by the Company for services rendered in organizing, developing and managing the Company and the Project.
- (a) Developer Fee. The Developer will earn a developer fee of \$2,287,378 projected to be paid as follows:
 - (i) \$124,825 (10.00% of paid fee) concurrent with RBC's first capital contribution;
 - (ii) \$301,319 (24.14% of paid fee) concurrent with RBC's third capital contribution;
 - (iii) \$515,250 (41.28% of paid fee) concurrent with RBC's fourth capital contribution;
 - (iv) \$306,853 (24.58% of paid fee) concurrent with RBC's final capital contribution; and
 - (v) \$306,853 (45.43% of total fee) is deferred and paid from net cash flow.
- The deferred portion of the developer fee, if any, shall accrue interest at 3.00% per annum commencing as of the date of RBC's final capital contribution. If the deferred portion of the developer fee as of the closing is higher than currently projected, the scheduled payments of developer fee at RBC's construction completion capital contribution through final capital contribution will, in the aggregate, not be less than \$1,123,000. Payment of the deferred fee will be subordinate to all other Company debt as well as operating expense and reserve requirements.
- (b) Property Management Fee. The property management fee is underwritten at 3.28% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments. Subject to a due diligence review, it is anticipated that HallKeen Management will serve as the initial management agent.
 - (c) Asset Management Fee. The Company will pay RBC Manager an annual asset management fee of \$10,000 which will increase by 3% annually. The asset management fee will be paid quarterly commencing upon the first anniversary of the closing date.

- (d) Managing Member Asset Management Fee. The Company will pay the Managing Member an annual asset management fee in an amount of \$20,000. The management fee will be paid from available cash flow as determined in the audited financial statements, will increase by 3.00% on an annual basis and will be paid annually commencing with the first anniversary of the closing date. The Managing Member Asset Management Fee will be cumulative to the extent not paid in full in any year. Terms of the Managing Member asset management fee, including the amount of the fee, are subject to tax counsel approval.
- (e) Incentive Management Fee. An incentive management fee will be payable to the Managing Member on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

9. **Tax Benefits and Distributions.**

- (a) Tax Benefits. Tax profits, tax losses, and tax credits will be allocated 99.99% to RBC, 0.0010% to RBC Manager and 0.0090% to the Managing Member.
- (b) Net Cash Flow Distributions. Distributions of net cash flow, will be made as follows:
 - (i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;
 - (ii) to RBC Manager for any unpaid asset management fees;
 - (iii) to the operating reserve to maintain a balance of \$514,677 as required in Paragraph 7(a);
 - (iv) to the payment of any unpaid developer fee;
 - (v) to the payment of the Managing Member Asset Management Fee as described in Section 8(d);
 - (vi) 100% of Net Cash Flow to the payment of the Capital Magnet Opportunity Fund loan as described in Exhibit B;
 - (vii) 100% of Net Cash Flow to the payment of the NHPF loan as described in Exhibit B;
 - (viii) to the payment of any debts owed to the Managing Member or its affiliates;
 - (ix) 90% of the remaining cash flow to the Managing Member as an incentive management fee; and
 - (x) the balance to the Managing Member, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).
- (c) Distributions upon Sale, Liquidation or Refinance. Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:
 - (i) to payment in full of any Company debts except those due to RBC, RBC Manager or the Managing Member and/or their affiliates;
 - (ii) to the setting up of any required reserves for contingent liabilities or obligations of the Company;

- (iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;
 - (iv) to RBC Manager for any unpaid asset management fees;
 - (v) to RBC for any excess or additional capital contributions made by it;
 - (vi) to the payment of any debts owed to the Managing Member or its affiliates including any unpaid developer fee, capital contributions made to repay such fee, deficit loans described in section 6(i), or Managing Member Asset Management Fees;
 - (vii) to RBC Manager and Managing Member, each 1% of such proceeds as a capital transaction administrative fee (provided that neither fee shall exceed \$50,000); and
 - (viii) the balance, 90% to the Managing Member, 9.99% to RBC and 0.01% to RBC Manager.
10. **Construction.** The Managing Member will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of \$20,408,655. The Contractor's obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish an owner's construction contingency held outside of the construction contract in the amount of \$1,016,658 (5.00% of the construction contract), or such other amount as RBC may reasonably require following its review of construction documents, but in no event less than 5.00% of the construction contract amount. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Company. The cost of the construction consultant will be paid by the Company unless RBC is able to rely on the Construction Lender's consultant.
11. **Due Diligence, Opinions and Projections.**
- (a) **Due Diligence:** The Managing Member will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a lender's appraisal, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit, and title and survey. The Managing Member agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC. RBC shall conduct a site/market visit, obtain a cost segregation study and obtain a market study to confirm the assumption that the underwritten unsubsidized rents will have a minimum 10% advantage to achievable market rents.
 - (b) **Legal Opinions.** The Managing Member's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC's counsel will prepare a tax opinion and the Managing Member agrees to cooperate to provide all necessary documentation requested by RBC's counsel.
 - (c) **Diligence Reimbursement.** The Company will reimburse RBC \$50,000 toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC's counsel in connection with the preparation of the tax opinion. If the closing occurs after the closing date stated in Section 12(c), RBC in its sole discretion reserves the right to increase the diligence reimbursement. RBC may deduct the diligence reimbursement from its first capital contribution.

- (d) Projections. The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the Managing Member. RBC's projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 40-year debt analysis and 15-year capital account analysis.
12. **Closing Contingencies**. RBC's obligation to close on the purchase of the Interest will be contingent upon RBC's receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:
- (a) Project Entity Documents. Preparation and execution of RBC's standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.
- (b) Information and Laws. No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.
- (c) Closing Date. The closing occurring on or before February 28, 2022.
- (d) Construction Loan Provider. RBC's commitment to purchase the Interest requires Citizens Bank to provide the construction loan for the Project.
13. **Termination and Confidentiality**.
- (a) Termination Date. Once executed by both the Managing Member and the Guarantors and countersigned by RBC, this letter shall be a binding agreement and will remain in effect until the 120th day (the "Termination Date") after the date it is signed by the Managing Member. In recognition of the time which will be expended and the expenses which will be incurred by RBC in connection with the transaction contemplated hereby, the Managing Member agrees that, until the Termination Date, neither it nor any of its officers, employees, agents, or affiliates will solicit, entertain or negotiate with respect to any inquiries or proposals relating to the acquisition of an interest in the Company or the equity syndication of the Company or the Project without the prior written approval of RBC. In the event the Managing Member enters into an arrangement with a party other than RBC prior to the Termination Date, RBC will be entitled to pursue all remedies available to it. If RBC elects not to acquire the Interest based on the failure of any of the closing contingencies, the Managing Member and RBC will be mutually released from the terms and conditions contained in this letter.
- (b) Confidentiality. The Managing Member agrees to keep the terms and conditions contained in this letter confidential and not to disclose the terms to any third party (other than attorneys and accountants of the Company) without the express prior written approval of RBC.
14. **Withdrawal of Letter of Intent**. Unless executed by the Managing Member and Guarantors prior to September 30, 2022 ("Withdrawal Date"), this Letter of Intent shall be considered withdrawn by RBC and void. Each party shall be responsible for their own costs and expenses incurred to that date. RBC may extend the Withdrawal Date in writing delivered to the Managing Member.

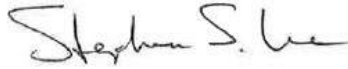
15. **Additional Items.**

- (a) **Reporting Obligations.** The Managing Member will cause to be furnished to RBC on a prompt basis customary monthly, quarterly and annual financial statements and rent rolls for the Company, together with audited financial statements and tax returns and monthly construction reports.
- (b) **Purchase Option for Project.** Upon the expiration of the credit period for the Project, the Company shall grant the Managing Member an option to purchase the Project for the greater of (i) an amount sufficient to pay all debts and liabilities of the Company, or (ii) the fair market value of the Project. If the Managing Member exercises the Purchase Option prior to the expiration of the compliance period, the Managing Member and Guarantor will provide a guarantee of the Tax Credits to RBC (or other recapture security in a form acceptable to RBC) until the end of the compliance period. Such guarantee of the Tax Credits will be limited to only those Tax Credits subject to repurchase and will decline ratably over the remaining term of the compliance period. In addition, the Managing Member agrees to continue to provide periodic Project operating statements to RBC after exercising its Purchase Option until the expiration of the initial compliance period.
- (c) **Purchase Option for Interest.** Upon the expiration of the credit period for the Project, the Company shall grant the Managing Member an option to purchase the Interest for the greater of (i) any amounts due and owing to the RBC and RBC Manager pursuant to the Project Entity Agreement, or (ii) fair market value of the Interest. If the Managing Member exercises the Purchase Option prior to the expiration of the compliance period, the Managing Member and Guarantor will provide a guarantee of the Tax Credits to RBC (or other recapture security in a form acceptable to RBC) until the end of the compliance period. Such guarantee of the Tax Credits will be limited to only those Tax Credits subject to repurchase and will decline ratably over the remaining term of the compliance period. In addition, the Managing Member agrees to continue to provide periodic Project operating statements to RBC after exercising its Purchase Option until the expiration of the initial compliance period.
- (b) **Non-Profit Right of First Refusal.** See Exhibit D.
- (c) **Commercial Lease.** The Project will enter into a commercial lease with Columbus House. The commercial lease shall have a term extending at least through the end of the LIHTC compliance period and will provide that the lessee is responsible for all expenses on a “triple net basis”. RBC shall have the right to approve any other tenants or sub-tenants and the terms of any commercial leases or sub-leases.
- (d) **Cost Segregation Report.** The Managing Member acknowledges and hereby consents to the preparation of cost segregation studies (in RBC’s sole discretion) to be performed by a third party engineering firm in conjunction with the Project accountant. These reports will be used by the Project accountant in the preparation of the Company’s cost certification and tax return. The cost of these studies, if performed, will be paid by RBC.
- (e) **Solar PV and Passive House Design.** The project anticipates utilizing Solar PV and Passive House design, but the underwritten utilities for the Project do not reflect any special reductions for energy savings from energy efficient construction methods. Any underwritten offset of utilities due to the presence of Solar PV would be subject to RBC’s review and consent.

(Remainder of page intentionally left blank)

If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,



By:
Name: Stephen S. Lee
Title: Vice President

The undersigned approves and accepts the terms of this Letter of Intent.

Managing Member:

By: _____
Its: _____
Date: _____

Guarantors:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

**EXHIBIT A
CAPITAL CONTRIBUTIONS**

<u>Conditions</u>	<u>Amount</u>	<u>Anticipated Funding Date</u>
i) 20.00% upon the later of: (a) the execution of the Operating Agreement, (b) receipt of an AHAP contract for 8 Project Based Section 8 units at pro forma rents as described in Exhibit B, (c) closing of the financing sources described in Exhibit B, and (d) receipt and approval of all due diligence items on RBC's due diligence checklist.	\$2,454,822	February 2023
ii) 25.00% upon the later of: (a) achievement of 65% construction completion as certified by the project architect, and (b) January 1, 2024.	\$3,068,528	January 1, 2024
iii) 40.00% upon the later of: (a) receipt of final Certificates of Occupancy for all of the units, (b) receipt of an architect's certificate of substantial completion, (c) receipt of a fully executed HAP contract for 8 Project Based Section 8 units at pro forma rents as described in Exhibit B, (d) receipt of a preliminary cost certification accompanied by a Managing Member certification, and (e) June 1, 2024.	\$4,909,645	June 1, 2024
iv) 12.50% upon the later of: (a) receipt of a final cost certification from an independent certified public accountant, (b) receipt of a cost segregation study, if applicable, (c) achievement of 100% qualified occupancy, (d) 90 days of 90% physical occupancy, (e) permanent loan conversion, including achievement of 90 days at a 1.15 DSCR, (f) receipt of the energy rebates, and (g) January 1, 2025.	\$1,534,264	January 1, 2025
v) 2.50% upon the later of: (a) achievement of the Stabilization Date, (b) receipt of the IRS Form 8609, and (c) April 1, 2025.	\$306,853	April 1, 2025
Total:	\$12,274,112	

In the event the construction lender does not require RBC to deposit capital contributions into a construction escrow account, then the capital contributions during the construction of the Project shall be disbursed, no more frequently than once a month and the total amount advanced shall not at any time exceed an amount equal to (a) the percentage of completion evidenced by the inspections of the Improvements by the Architect, times (b) the estimated total construction costs submitted by the Company and the General Contractor hereunder and approved by RBC.

**EXHIBIT B
 SOURCES**

1. CONSTRUCTION LOAN	
Lender (Not Related):	Citizens Bank (Lender acceptable to RBC)
Source:	Conventional
Amount:	\$13,200,000
Interest Rate:	One-Month BSBY plus a margin of 225bps
Payments:	Interest only payments due monthly during construction
Maturity Date:	28 months
Non-recourse to:	All Partners
Collateral:	1 st Mortgage on Project during construction
2. CONSTRUCTION/PERMANENT LOAN	
Lender (Not Related):	City of New Haven
Source:	Soft funds
Amount:	\$500,000
Interest Rate:	1.50% Fixed
Amortization:	360 months
Payments anticipated to commence:	N/A – Fully deferred
Soft Payment Amount:	N/A – Fully deferred
Maturity Date:	30 years
Non-recourse to:	All Partners
Requirements for Funding:	Funds anticipated to be available at Company closing
Collateral:	2 nd Mortgage on Project during construction and after conversion

3. CONSTRUCTION/PERMANENT LOAN	
Lender (Not Related):	DOH
Source:	HTF funds
Amount:	\$5,300,000
Interest Rate:	1.00% Fixed
Amortization:	360 months
Payments anticipated to commence:	N/A – Fully deferred
Soft Payment Amount:	N/A – Fully deferred
Maturity Date:	30 years
Non-recourse to:	All Partners
Requirements for Funding:	Funds anticipated to be available at Company closing
Collateral:	2nd Mortgage on Project during construction and after conversion

4. CONSTRUCTION/PERMANENT LOAN	
Lender (Not Related):	Capital Magnet Opportunity Fund
Source:	Soft funds
Amount:	\$1,500,000
Interest Rate:	1.00% Fixed
Amortization:	360 months
Payments anticipated to commence:	January 1, 2025
Soft Payment Amount:	100% of Net Cash Flow
Maturity Date:	30 years
Non-recourse to:	All Partners
Requirements for Funding:	Funds anticipated to be available at Company closing
Collateral:	3rd Mortgage on Project during construction and after conversion

5. CONSTRUCTION/PERMANENT LOAN	
Lender (Not Related):	FHLB
Source:	AHP Program
Amount:	\$650,000
Interest Rate:	0.00% Fixed
Amortization:	360 months
Payments anticipated to commence:	N/A – Fully deferred
Soft Payment Amount:	N/A – Fully deferred
Maturity Date:	30 years
Non-recourse to:	All Partners
Requirements for Funding:	Funds anticipated to be available at Company closing
Collateral:	4 th Mortgage on Project during construction and after conversion

6. CONSTRUCTION/PERMANENT LOAN	
Lender (Related):	NHPF
Source:	Sponsor loan
Amount:	\$617,475
Interest Rate:	3.00% Fixed
Amortization:	360 months
Payments anticipated to commence:	January 1, 2025
Soft Payment Amount:	100% of Net Cash Flow
Maturity Date:	30 years
Non-recourse to:	All Partners via disaffiliation
Requirements for Funding:	Funds anticipated to be available at Company closing
Collateral:	5 th Mortgage on Project during construction and after conversion

7. PERMANENT LOAN	
Lender (Not Related):	CHFA
Source:	Taxable Bonds
Amount:	\$6,878,238
Interest Rate:	6.45% Fixed
Amortization:	420 months
Payments anticipated to commence:	January 1, 2025
Payment Amount:	\$495,828 annually based on projections
Maturity Date:	35 years
Non-recourse to:	All Partners
Requirements for Funding:	A. DSCR ratio of not less than 1.15 B. 90 days of 90% occupancy C. Resizing is permitted to achieve DSCR D. Repayment of construction loan
Collateral:	1 st Mortgage on Project after conversion

8. Project Based Section 8 Rental Assistance Subsidy. The Company shall receive a Project-Based Section 8 Contract on 8 residential units for a minimum term of 15 years. In the event the Project Based Section 8 rental assistance subsidy is terminated prior to the expiration of the initial 15-year term and the Company is operating at below 1.15 DSCR on all hard debt, RBC shall have the ability to increase the rent levels on all of the subsidized units to 60% AMI, provided such rent levels do not exceed the rent restriction levels approved by HUD, the allocating agency, and/or the Project lender(s).

Pro Forma Rents

1BR: \$2,001

2BR: \$2,444

3BR: \$3,002

9. Real Estate PILOT. The project will qualify for a real estate PILOT. Currently the PILOT is underwritten as \$39,200 inflating at 2% annually.
10. Energy Rebate. The project will receive an energy rebate in the amount of \$290,865 prior to the end of calendar year 2024.

**EXHIBIT C
 INITIAL DILIGENCE**

<u>ORGANIZATIONAL CHARTS</u>
1. Project Company Organizational Chart (down to individual; include all ownership %)
2. Project Developer Organizational Chart (down to individual; include all ownership %)
3. Sponsor (aka Parent Entity) Organizational Chart (down to individual; include all ownership %)*
<u>PROJECT COMPANY DOCUMENTS</u>
1. Certificate of Investor Membership/Articles of Organization (include any amendments)
2. Existing Company Agreement/Operating Agreement
<u>MANAGING MEMBER DOCUMENTS</u>
1. Articles of Organization/Article of Incorporation
<u>DEVELOPER & GUARANTOR DOCUMENTS</u>
1. Audited Financial Statements (3 years + current year interim)
2. Federal Tax Returns (3 years)
3. Schedule of Real Estate Owned (RBC Form)
4. Contingent Liabilities Schedule (RBC Form)
5. Verification of Liquid Assets (most recent bank and/or investment statements)
<u>CONSTRUCTION DOCUMENTS</u>
1. Construction Schedule/Critical Path (drafts acceptable)
2. Construction Budget/Schedule of Values (drafts acceptable)
3. Project Scope of Work
4. Construction Status Questionnaire (RBC Form)
5. Property Conditions Assessment and Reliance Letter (only for rehab projects)
<u>MISCELLANEOUS DOCUMENTS</u>
1. Tax Credit Application & Exhibits
2. Operating Expense Comps (3 comps w/staffing schedules & financials; local market & developer portfolio preferred)
3. For resyndication, name of prior investment fund and name of investor(s) in that fund

*Not applicable if Project Developer and Sponsor are the same

**EXHIBIT D
RIGHT OF FIRST REFUSAL**

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Recorder's Stamp

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "*Agreement*"), dated and effective as of the ____ day of _____, 2021, is made by and between [], and THE NHP FOUNDATION, a District of Columbia nonprofit corporation (the "*Grantee*"), and is consented to by [] (the "*Investor Member*").

A. RECITALS

The Company was formed for the purpose of acquiring, owning, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a [] unit residential project in [] building(s) located [] (the "*Project*"). The Company is operating by a First Amended and Restated Operating Agreement to which this Agreement is attached as an Exhibit and made a part thereof (the "*Operating Agreement*"). Terms that are capitalized, but not defined in this Agreement shall have the meanings assigned to them in the Operating Agreement.

The Company desires to give, grant, bargain, sell, and convey to Grantee certain rights to purchase the Project, as more particularly described on the attached Schedule A, on the terms and subject to the conditions set forth herein.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

NOW, THEREFORE, for and in consideration of covenants and agreements hereinafter set forth and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Refusal Right.

a. In the event that during the Refusal Right Period (defined below), Company receives a Bona Fide Offer (defined below) to purchase the Project, Grantee will have a right of first refusal to purchase the Project (the "**Refusal Right**") on and subject to the terms and conditions set forth in this Agreement. Company will not sell the Project to anyone other than the Grantee or a Permitted Assignee pursuant to this Agreement, during the Compliance Period or the Refusal Right Period, unless and until the Refusal Right has expired under Paragraph 2 hereof.

b. For purposes of this Agreement, a "**Bona Fide Offer**" shall mean a written offer from an unrelated third party (*i.e.*, a Person who is not a Member, an Affiliate of a Member, Grantee or an Affiliate of Grantee), to acquire the Project which sets forth in commercially customary and reasonable detail the price, deposit, payment terms, feasibility period, time for closing and other material terms of acquisition. Any offer received by Company from an unrelated third party shall be deemed a Bona Fide Offer unless (a) it materially fails to comply with the standard stated in the previous sentence, and (b) within seven (7) business days of Company's receipt of the offer, Company advises the offeror with specificity of any such material failure. Company or its Managing Member shall be permitted to solicit offers; however, in no event will either be required to do so.

2. Refusal Right Period. The Refusal Right Period will run for a period of thirty-six (36) months following the expiration of the Compliance Period (the "**Refusal Right Period**"). The Refusal Right shall expire at the close of the Refusal Right Period, if not exercised, waived or lapsed as provided herein. The right of first refusal granted under this Section (2) shall terminate and be unenforceable in the event there is a Removal Default with respect to the Managing Member.

3. Qualified Grantee or Assignee. The foregoing grant of the Refusal Right will be effective only if Grantee is a governmental entity or qualified nonprofit organization, as defined in Section 42(i)(7) of the Code, at the time of the Offer Notice (as defined in Paragraph 4 below) and remains such at all times as of (a) the date that the Refusal Right is exercised and the resulting purchase and sale closes, or (b) the date that the Refusal Right has been assigned to a Permitted Assignee (defined below). Any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Paragraph 11 hereof meeting the requirements of Section 42(i)(7)(A) of the Code.

4. Offer Notice. Promptly upon Company's receipt during the Compliance Period or the Refusal Right Period of a Bona Fide Offer, Company will notify Grantee and the Investor Member and deliver to each a copy of any such offer (such notification from Company the "**Offer Notice**"). The Offer Notice shall include Company's good faith estimate of the Refusal Purchase Price (as defined below).

5. Refusal Right Purchase Price. The purchase price for the Project (the "**Refusal Purchase Price**") pursuant to the Refusal Right will be the sum of (a) the principal amount of outstanding indebtedness secured by the Project (other than indebtedness incurred within the five year period ending on the date of sale to the Grantee); and (b) the amount of federal, state and local tax liability projected to be imposed on the Members of Company (or the owners or members of the Members) as a result of such sale, including any tax liability on amounts paid with respect to federal income taxes under this clause (b).

6. Exercise of Refusal Right. In the event that Grantee elects to exercise the Refusal Right, it must give Company and the Investor Member written notice of its intent to exercise the Refusal Right and purchase the Project for the Refusal Purchase Price (the "**Exercise Notice**") within ninety (90) days of its receipt of the Offer Notice, which Exercise Notice will specify a date for payment of the Refusal Purchase Price and delivery of the deed not more than one hundred eighty (180) days after Grantee's delivery of the Exercise Notice. Grantee shall have no

Refusal Right hereunder with respect to a Bona Fide Offer if it fails to give the Exercise Notice within ninety (90) days of receiving the Offer Notice from Company. As promptly as reasonably possible upon receipt of the Exercise Notice, Company will advise Grantee of its determination of the Refusal Purchase Price and the calculation thereof under Paragraph 5 above, provided that such determination shall be subject to the Consent of the Investor Member, which shall not be withheld as to any Refusal Purchase Price determined properly in accordance with this Agreement.

7. Alternative Purchase of Company Interests. In addition to and notwithstanding the foregoing: If Section 42(i)(7) of the Code is amended to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase Company interests” as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of the Owner as owner of the Project for federal income tax purposes, the Grantee may, at its election, in lieu of a direct acquisition of the Project pursuant to the Refusal Right, acquire the Company Interests for a purchase price to each Member equal to the amount which would be distributable to each such Member under the Operating Agreement following any sale of the project under the Refusal Right at the Purchase Price as calculated under Section 5.

8. Assignment. Grantee may assign its Refusal Right under this Agreement to any of the following provided such assignee then qualifies as an organization described in Section 42(i)(7)(A) of the Code and agrees to maintain the Project as low- and moderate-income housing: (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a “*Permitted Assignee*”). Prior to any assignment or proposed assignment of its rights hereunder, Grantee will give written notice thereof to Company, the Managing Member and the Investor Member. Upon any permitted assignment hereunder, references in this Agreement to Grantee will mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of rights hereunder will be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of the obligations of Grantee under this Agreement and copies of such written agreement are delivered to Company, the Managing Member and the Investor Member. Except as specifically permitted herein, Grantee’s rights hereunder will not be assignable.

9. Investor Rights. The solicitation of offers of purchase for the Project by the Company or the Managing Member shall not require the consent of the Investor Member; however, the determination of any Refusal Purchase Price shall be subject to the Consent of the Investor Member as provided in Section 6 hereof.

10. Governing Law. This Agreement will be construed in accordance with the laws of the State of Maryland in order to effectuate the purposes of this Agreement. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee’s charitable objectives.

11. Covenants to Run with the Land. The covenants and agreements set forth herein may be recorded against and run with title to the Project and the underlying land. The covenants and agreements set forth herein will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.

12. Counterparts. This Agreement may be executed in separate counterparts or counterpart signature pages, which together will constitute a single agreement. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.

13. Defined Terms. The capitalized terms used in this Agreement will have the definitions provided for in the Operating Agreement unless otherwise specified herein.

14. Headings. This Agreement’s headings are for convenience of reference and are not intended to qualify the meaning of any provision or covenants herein.

15. Recitals. The Recitals to this Agreement are hereby incorporated by this reference and made part of this Agreement.

16. Subordination. The Grantee, on behalf of itself and its assignees, and Company hereby unconditionally subordinate the Refusal Right described herein to (i) the lien, security interest and rights granted by the Loan Documents, (ii) all advances or charges made or accruing under or secured by the Loan Documents, and (iii) any extensions, modifications or renewals of the indebtedness secured by the Loan Documents.

17. Miscellaneous.

a. Company and Grantee each represent and warrant that neither has had or will have any dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated hereby. Each party hereto hereby agrees to indemnify and hold harmless the other party from and against costs, expenses or liabilities for compensation, commissions or charges which may be claimed by any broker, finder or similar party by reason of any actions of the indemnifying party.

b. This Agreement constitutes the entire agreement by and among Company and Grantee with respect to the subject matter hereof, and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Company and Grantee; provided, however, that no amendment or modification shall be effective unless consented to in writing by the Investor Member or its successor as the limited Member of Company. This Agreement shall be recorded in the official records of Washington County, Maryland.

The parties hereto have executed this Right of First Refusal Agreement as of the date first above written.

By:

By: The NHP Foundation, a District of Columbia
non-profit corporation, its Managing
Member

By: _____

STATE OF _____)
COUNTY OF _____) ss.:

On _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT 8

3 YEAR RENTAL PROFORMA

Attached.

CHFA NOI and CASH FLOW PROJECTION

INCOME

			1	2	3
			2025	2026	2027
[Net of Estimated Vacancy Loss %]					
	Vac. %	Trend %			
RESIDENTIAL - Afford. [Tenant Rent PMTS]	5.0%	2.0%	547,575	558,527	569,697
RESIDENTIAL Rent Subsidy Total	5.0%	2.0%	144,529	147,419	150,368
RESIDENTIAL - Non-Qualified	10.0%	2.0%	320,933	327,352	333,899
Laundry and Other Concessions	20.0%	2.0%	32,256	32,901	33,559
Elderly / Congregate	20.0%	2.0%	4,800	4,896	4,994
Commercial / Retail	50.0%	2.0%	-	-	-
Parking	20.0%	2.0%	-	-	-
Other	20.0%	2.0%	-	-	-
EFFECTIVE GROSS INCOME (EGI)			\$ 1,050,093	\$ 1,071,095	\$ 1,092,517
EXPENSES					
Total Administrative Expenses	3.0%		159,000	163,770	168,683
Total Utilities Expenses	3.0%		142,832	147,117	151,530
Total Maintenance and Operating Expenses	3.0%		96,400	99,292	102,271
Property & Liability Insurance	3.0%		61,600	63,448	65,351
Misc.	3.0%		2,550	2,627	2,705
Elderly & Congregate	3.0%		-	-	-
Capital (Replacement) Reserves-CHFA	0.0%		22,400	22,400	22,400
Real Estate Tax/PILOT	5.0%		15,895	31,127	32,683
Sub. Tot: ANNUAL EXPENSES			\$ 500,677	\$ 529,780	\$ 545,624
	\$'s PUPA		\$8,941	\$9,460	\$9,743
NPV	Rate	NOI	\$ 549,416	\$ 541,314	\$ 546,892
\$6,041,513	7.25%	AFDS @ 1.15	\$477,753	\$470,708	\$475,559

SCHEDULED ANNUAL DEBT SERVICE (ADS)

CHFA 1st Mortg. Loan	PV >	\$5,900,000	ADS	464,779	464,779	464,779
Self-Amortizing	Term (Yrs.) >	35	DSC	1.182	1.165	1.177
	Rate >	7.25%	Bal. (E.O.Y.)	\$5,861,716	\$5,820,562	\$5,776,323
CHFA CMF	PV >	\$1,500,000	ADS	-	-	-
	Term (Yrs.) >	35	DSC	n/a	n/a	n/a
	Rate >	0.00%	Bal. (E.O.Y.)	#DIV/0!	#DIV/0!	#DIV/0!
DOH	PV >	\$5,300,000	ADS	-	-	-
	Term (Yrs.) >	30	DSC	n/a	n/a	n/a
	Rate >	0.00%	Bal. (E.O.Y.)	#DIV/0!	#DIV/0!	#DIV/0!
	ADS STOT. =			\$ 464,779	\$ 464,779	\$ 464,779
CASH FLOW AFTER DEBT SERVICE (CFADS)				\$ 84,638	\$ 76,536	\$ 82,114
PROJECT DSC:				1.182	1.165	1.177
	B. E. %:			91.9%	92.9%	92.5%
EFFECTIVE DSC (w/Op-DSC Reserve):				1.182	1.165	1.177

CHFA Cash Flow Payments

[From Cash Flow after Scheduled ADS]

CHFA - % of Cash Flow

1 PMT. / Yr., Default: ITA loans: Insert 20%, TEB loans: 0%

Other

	Cum. Paid	-	-	-
	0.0%	-	-	-
	Cum. Paid	-	-	-
NET CASH FLOW / SURPLUS CASH		\$ 84,638	\$ 76,536	\$ 82,114

OWNER DISTRIBUTIONS

Limited Dividend

AVAILABLE / PERMITTED DISTRIBUTION	\$ 84,638	\$ 76,536	\$ 82,114
ANNUAL CASH-ON-CASH RETURN %	0.6%	0.5%	0.6%

Deferred Developer Fee

PV >	\$626,477	PMT	\$ 84,638	\$ 76,536	\$ 82,114
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EXHIBIT 9

SCATTERED SITE MULTIFAMILY RENTAL

This exhibit requirement is not applicable as the Project is not a scattered site multifamily rental development.

EXHIBIT 10

CORPORATE RESOLUTION FOR TAX ABATEMENT

Attached.



LIVABLE CITY INITIATIVE - CITY OF NEW HAVEN
CITY OF NEIGHBORHOODS

Arlevia T. Samuel, M.S.
Acting Executive Director

CITY OF NEW HAVEN

Justin Elicker, Mayor

LIVABLE CITY INITIATIVE

165 Church Street, 3rd Floor

New Haven, CT 06510

Phone: (203) 946-7090 Fax: (203) 946-4899



Michael Piscitelli
*Economic Development
Administrator*

November 11, 2020

Ms. Nandini Natajaran
Connecticut Housing Finance Authority
999 West Street
Rocky Hill, CT 06067

RE: PILOT Agreement and Tax Savings for West River Housing Company, LLC

Dear Ms. Natajaran:

I write to express that there have been no changes made to the tax agreement and the attached letter remains in full force and in effect for the development of 16 Miller Street.

We look forward to continuing our work with CHFA to further achieve the housing and community development goals for the City of New Haven.

Sincerely,

Arlevia T. Samuel, M.S. CPM®
Acting Executive Director



CITY OF NEW HAVEN
DEPARTMENT OF FINANCE
Office of the Controller



TONI N. HARP
Mayor

DARYL H. JONES
Controller

200 ORANGE STREET
NEW HAVEN, CONNECTICUT 06510
Tel. (203) 946-8300 - Fax. (203) 946-7244

October 24, 2019

Mr. Jamie Smarr
NHP Foundation
122 East 42nd Street, Suite 4900
New York, New York 10168

RE: PILOT Agreement and Tax Savings for West River Housing Company, LLC

Dear Mr. Smarr:

As part of your application for low income housing tax credit grant to undertake a 56 unit affordable housing development at 16 Miller St., New Haven, CT you have requested that the City of New Haven indicate in writing a projection of the savings under the PILOT Agreement.

The Order of the Board of Alders of the City New Haven provides for a 17 year PILOT agreement to NHP Foundation, LLC (a member of the West River Housing Company, LLC) consisting of two years to construct the development at no payments, then 15 years of Payments in Lieu of Taxes (PILOT) commencing at \$700 per dwelling unit and escalating by 5% in years 4, 9 and 14. The total amount of PILOT payments for the 17 year period is calculated to be \$630,248.00

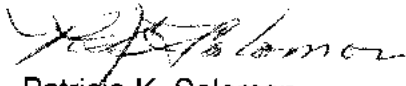
To calculate the estimated tax savings for this project, the Tax Assessor's Office submitted the following statement:

"Based on an assessor's rough analysis of the potential income and assuming the project were given an 8-216A Agreement which mandates that the property be valued by actual income and reasonable expenses, we estimate the value of the 56 units, which are 100% affordable, at \$4,260,000. Assuming a constant mill rate of 42.98 and ignoring any changes as a result of 2021, 2026 and 2031 city-wide revaluations, the project would generate \$1,922,500 in taxes over a 17 year period."

Therefore, the savings would be the difference between the amount of assumed taxes of \$1,922,500 minus the PILOT payments of \$630,248.00 would result in an approximate savings of \$1,292,252.

I am submitting the certified copy of the Order of the Board of Alders of the City of New Haven dated 11/19/2018

Respectfully submitted,



Patricia K. Solomon
Contract Analyst

Attachment

cc: Daryl Jones, Controller
Serena Neal-Sanjurjo, Director, LCI
Alex Pullen, Acting Tax Assessor

West River Housing Company, LLC
122 East 42nd Street, Suite 4900
New York, New York 10168
Attn: Thomas G. Vaccaro, Manager

Carmordy Torrance Sandak Hennessey, LLP
195 Church Street
New Haven, CT 06510
Attn: Gregg T. Burton, Esquire

West River Self-Help Investment Plan, LLC
P. O. Box 2958
New Haven, CT 06510
Attn: Anthony Dawson, President

Rini and Associates
51 Elm Street, Suite 420
New Haven, CT 06510
Attn: Joseph L. Rini, Esquire



City of New Haven

165 Church Street
New Haven, CT 06510
(203) 946-6483 (phone)
(203) 946-7476 (fax)
cityofnewhaven.com

Master

File Number: LM-2018-0470

File ID: LM-2018-0470

Type: Order

Status: Passed

Version: 3

Reference:

In Control: City Clerk

File Created: 09/20/2018

File Name:

Final Action: 11/19/2018

Title:

Notes:

OLS Staff:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Alders	09/17/2018	Referred	Joint Community Development/Tax Abatement			
	Action Text: This Order was Referred to the Joint Community Development/Tax Abatement						
	Notes: Concurrently referred to City Plan Commission and Public Works and Transportation, Traffic and Parking						
2	Joint Community Development/Tax Abatement	10/23/2018	Favorable Report	Board of Alders			
	Action Text: This Order was Favorable Report to the Board of Alders						
2	Board of Alders	11/08/2018	Noted				
	Action Text: This Order was Noted						
2	Board of Alders	11/19/2018	Passed				
	Action Text: This Order was Passed						

Text of Legislative File LM-2018-0470



City of New Haven

165 Church Street
New Haven, CT 06510
(203) 946-6483 (phone)
(203) 946-7476 (fax)
cityofnewhaven.com

Certified Copy

Order: LM-2018-0470

File Number: LM-2018-0470

I, , certify that this is a true copy of Order No. LM-2018-0470, passed by the Board of Alders on 11/19/2018.

Attest: _____

MICHAEL B. SMART
NEW HAVEN CITY CLERK

10/22/19

Date Certified



City of New Haven

165 Church Street
New Haven, CT 06510
(203) 946-6483 (phone)
(203) 946-7476 (fax)
cityofnewhaven.com

Signature Copy

Order: LM-2018-0470

File Number: LM-2018-0470

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE EXECUTION OF A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND NHP FOUNDATION LLC, FOR PROPERTY LOCATED AT 16 MILLER STREET TO BE USED AS AFFORDABLE HOUSING.

WHEREAS: NHP Foundation LLC and West River Self Help Investment Plan of New Haven are in a joint- venture project to develop low income housing, and

WHEREAS: NHP Foundation, LLC is a not-for-profit, 501(c)(3) developer; and

WHEREAS: NHP Foundation LLC and West River Self Help Investment Plan of New Haven are planning a 56-unit, low income rental townhomes development on a 4.3-acre parcel with an official address of 16 Miller Street, and

WHEREAS: NHP Foundation LLC has requested a tax abatement under the Tax Abatement Rules for Low and Moderate-Income Housing of the New Haven Board of Alders (the "Rules"), which Rules were adopted by the New Haven Board of Alders.

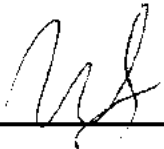
NOW, THEREFORE, BE IT ORDERED that, subject to the acquisition of the Property by NHP Foundation, LLP and provided that the Project when completed remains eligible for a tax abatement in accordance with the Rules, the City and NHP Foundation LLC enter into a Tax Abatement Agreement to be recorded on the land records of the City of New Haven (the "City") providing for a construction period of not more than two (2) years and a fifteen (15) year tax abatement thereafter and in all other respects in accordance with the Rules, including, without limitation, the payment of the Annual Compliance Fee.

AND BE IT FURTHER ORDERED that the Payment in Lieu of Taxes (PILOT) be \$700 per unit per year and that in year four the PILOT be increase by 5% and increased every five years thereafter by 5%.

AND BE IT FURTHER ORDERED that the Mayor of the City is hereby authorized to execute and deliver such Tax Abatement Agreement on behalf of the City, together with such ancillary documents as may be necessary in order to implement the intent of this Order.

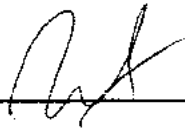
This Order was Passed by the Board of Alders on 11/19/2018.

Attest, City Clerk

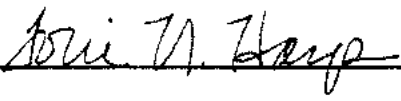


Date

11/18/2018

Signed, City Clerk 

Date 12/6/2018

Signed, Mayor 

Date _____

EXHIBIT 11
LETTERS OF SUPPORT

Attached.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR
165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683



SINCE 1958

October 27, 2020

Jamie Smarr
Senior Vice President
The NHP Foundation
122 East 42nd Street, Suite 3500
New York, NY 10168

Dear Mr. Smarr:

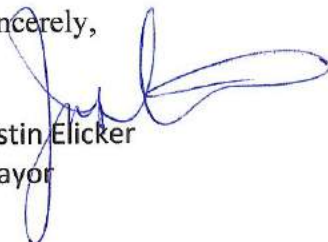
I am writing to express my strong support for the application submitted by West River Housing Company, LLC for funding the development of the 16 Miller Street. When awarded, this funding would help facilitate the revitalization outlined in the implementation of the City's Hill-to-Downtown economic development plan.

The City has focused tremendous energy and resources into reconnecting its downtown with the various neighborhoods that surround it. With its focus on revitalizing the Hill and West River neighborhoods as a walkable, mixed-use district combining new homes with new medical and research facilities as well as retail and entertainment venues, walkable streets, and public spaces, this proposal complements the work already being completed under the City's Downtown Crossing project, redevelopment of the Route 34 Corridor and Hill to Downtown Community Plan. Each of these plans have received significant funding from state and federal agencies and are in various stages of implementation. Your agency's proposed plans are consistent with and supplement the goals and objectives of the New Haven's 2015 Comprehensive Plan – Vision 2025.

A key component of the Comprehensive Plan for the Hill/West River neighborhood is the development of affordable housing developments combined with retail, services and amenities that improve quality of life for our residents.

I appreciate your continued efforts on behalf of the residents of New Haven and look forward to a favorable outcome to your request for CHFA funding. If we can provide any additional information please do not hesitate to contact my office.

Sincerely,



Justin Elicker
Mayor

EXHIBIT 12

AFFORDABLE UNITS RENTAL SUBSIDY

Attached.

NOTICE OF AUTHORIZATION
November 9, 2020



Karen DuBois-Walton
President

Mr. Jamie Smarr
The National Housing Partnership (NHP) Foundation
122 East 42nd Street, Suite 4900
New York, NY 10168

PROJECT NAME/LOCATION: Housing Choice Voucher (Section 8) Project-Based Assistance Program To Support the Development of Affordable Housing.

Dear Mr. Smarr:

You are hereby notified that the bid for the Housing Authority of the City of New Haven dated September 30, 2020 referenced above has been considered. Subject to Board of Commissioners approval and successful award of LIHTC in the November 2020 Round.

The Contract Vouchers not to exceed: 8 Vouchers at a payment standard attached hereto.

A mandatory award meeting will be scheduled that you are required to attend to move forward with this notice of Authorization after Board Approval.

You must comply with the following conditions:

1. Successful award of LIHTC- submitted in November 2020
2. 8 Vouchers to be allocated to applicant of the waitlist at HANH
3. Subsidy Layering
4. All regulations outlined in the RFP Solicitation Documents.

Failure to comply with these conditions within the time frame specified will entitle HANH to consider you in default, annul this Notice of Authorization.

Authorized Signature

Karen DuBois-Walton, Ph.D.

Karen DuBois-Walton, Ph.D.
President

Elm City Communities/Housing Authority of the City of New Haven
360 Orange Street, P.O. Box 1912, New Haven, CT 06511
(203) 498-8800 · TTD (203) 497-8343 · www.elmcitycommunities.org



Exhibit 5.1 - RENTAL INCOME CALCULATION WORKSHEET



Version 2021.2
Submission Date:
November 12, 2020

DEVELOPMENT NAME: West River Housing Company, LLC
Current Year: 2020
APPLICANT: West River Housing Company, LLC
Promona Stabilized Year (PSY): 2024

UTILITY ALLOWANCE

Table with columns: Indicate Energy Source (e.g., gas, electric), Owner Paid, Tenant Paid, Enter Current Year Tenant Paid Utility Allowance for all that Apply (0BR, 1BR, 2BR, 3BR, 4BR+), and Total.

INCOME AVERAGING

Table with columns: Income Averaging AMI and Number of Units. Rows include 20%, 30%, 40%, 50%, 60%, 70%, 80% AMI and an Average AMI of 55.28%.

Source and Effective Date of Utility Allowances:

RENTAL INCOME

Main data table with columns: Funding Source, AMI %, # Bedrooms, # Units, Unit Size (Square Feet), Number of Baths per Unit, Applicant's Proposed Monthly Net (Contract) Rent, Utility Allowance, Current Year's Proposed Monthly Gross Rent, Estimated Annual Growth in Monthly Gross Rent, Applicant's Proposed Monthly Net (Contract) Rent, 2024 Utility Allowance, Applicant's Proposed Monthly Gross Rent, Estimated Monthly Rental Subsidy per Unit, 2024 Monthly Effective Rent, 2024 Annual Gross Rent Revenue, 2024 Annual Gross Rental Subsidy Revenue, 2024 Total Annual Gross Revenue, and Vacancy Rate.

Number of LIHTC Qualified Units: 36

Number of Other Affordable Units: 8

Number of Market Rate Units: 12

CHFA & DOH RENT GUIDELINES

Table with columns: AMI %, # Bedrooms, 2020 Maximum Allowable Family Income (DOH Only), 2020 Allowable Housing Cost (DOH Only), 2020 Maximum Allowable Gross Rent (CHFA Only), 2020 Maximum Allowable Gross Rent (CHFA Only), and 2024 Maximum Allowable Gross Rent (CHFA Only).



**CITY OF NEW HAVEN
BOARD OF ALDERS**

Adam J. Marchand
Alder, Ward 25

Chair
Finance Committee

Member
Legislation Committee
City Plan Commission

101 West Elm Street
New Haven, CT 06515-2119

Telephone: (203) 843-8102
E-mail: Ward25@newhavenct.gov

January 9, 2023

New Haven Board of Alders
165 Church Street
New Haven, Connecticut 06510

Reference: 1. ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE EXECUTION OF THE SUCCESSOR COLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND LOCAL 1303-467 (NURSES), AFSCME COUNCIL 4, DATED JULY 1, 2020-JUNE 30, 2026

2. ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE EXECUTION OF THE COLECTIVE BARGAINING AGREEMENT BETWEEN THE NEW HAVEN BOARD OF EDUCATION AND THE NEW HAVEN SCHOOL ADMINISTRATORS' ASSOCIATION ON NEW HAVEN, INC., JULY 1, 2023-JUNE 30, 2026

Dear Colleagues:

The Finance Committee heard these items at the January 9th meeting and voted favorably to leave them in committee and to have them "Discharged from Committee" so that the Board of Alders can have the opportunity to discuss and vote on these requests at the next meeting on January 17th. These two items are union contracts and the Finance Committee deemed them to be time sensitive for action by the Board of Alders.

Sincerely,

Adam Marchand, Chair
Finance Committee



LIVABLE CITY INITIATIVE - CITY OF NEW HAVEN
CITY OF NEIGHBORHOODS

Arlevia T. Samuel
Executive Director

CITY OF NEW HAVEN

Justin Elicker, Mayor

LIVABLE CITY INITIATIVE

165 Church Street, 3rd Floor

New Haven, CT 06510

Phone: (203) 946-7090 Fax: (203) 946-4899



CITY OF NEW HAVEN

AN ECONOMIC DEVELOPMENT DEPT.

Michael Piscitelli
Economic Development
Administrator

January 9, 2023

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

Re: 455 Greenwich Avenue Amendment

Dear President Walker:

Enclosed please find a "Motion to Amend a Matter Previously Adopted" for 455 Greenwich Avenue which was adopted by the Board of Alders on May 6, 2019 with regard to the List of Properties for Disposition submitted by the Livable City Initiative, a copy of said resolution is attached hereto.

Please include this motion on the agenda for the next scheduled meeting of the Board of Alders. Thank you for your cooperation with regard to this matter. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Arlevia T. Samuel
Executive Director

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE AMENDMENT TO THE LAND DISPOSITION AGREEMENT FOR THE PROPERTY KNOWN AS 455 GREENWICH AVENUE BY AMENDING THE EXPIRATION OF THE BOARD OF ALDERS ORDER FROM "JULY 6, 2022 UNLESS EXTENDED (A) BY THE BOARD OF ALDERS, OR (B) BY THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC DEVELOPMENT FOR A PERIOD NOT TO EXCEED A FURTHER TWELVE MONTHS AND WITH WRITTEN NOTICE TO THE BOARD OF ALDERS", TO "THIS ORDER WILL EXPIRE AND BE OF NO FURTHER FORCE AND EFFECT TWELVE MONTHS FROM THE DATE OF AMENDMENT OF THIS ORDER, UNLESS EXTENDED (A) BY THE BOARD OF ALDERS, OR (B) BY THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC DEVELOPMENT FOR A PERIOD NOT TO EXCEED A FURTHER TWELVE MONTHS AND WITH WRITTEN NOTICE TO THE BOARD OF ALDERS".

BE IT ORDERED by the New Haven Board of Alders that the land disposition agreement for the property known as 455 Greenwich Avenue (the "Property"), As referenced in the attached Order, which is incorporated herein by reference, previously approved by the Board of Alders on May 6, 2019, in accordance with the procedure established by the Board of Aldermen on September 5, 2006 and amended on July 6th, 2009 and approved subject to conditions of the City Plan Commission report submitted with said list, is hereby amended to amend the expiration of the Board of Alders Order from "July 6, 2022 unless extended (a) by the Board of Alders, or (b) by the Executive Director of the Office of Economic Development for a period not to exceed a further twelve months and with written notice to the Board of Alders", to "This Order will expire and be of no further force and effect twelve months from the date of amendment of this Order, unless extended (a) by the Board of Alders, or (b) by the Executive Director of the Office of Economic Development for a period not to exceed a further twelve months and with written notice to the Board of Alders".