

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

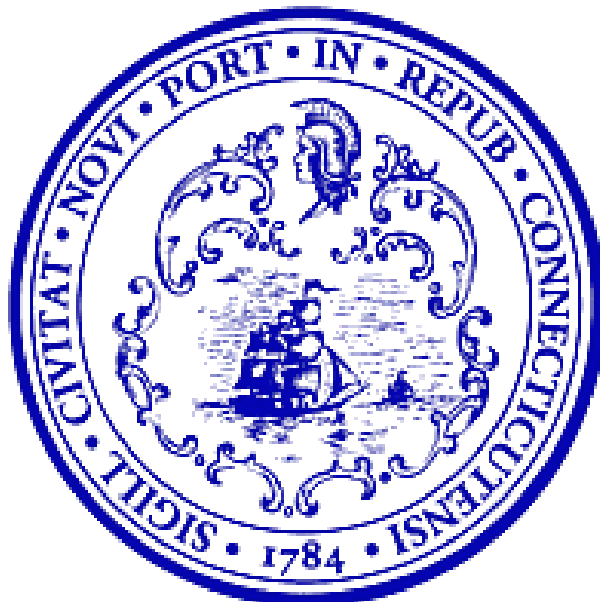
You are hereby required to meet in the Aldermanic Chambers of the City of New Haven on the date and time below.

**MONDAY 18<sup>th</sup> DAY NOVEMBER 2024**

**At 7:00 PM**

Given under my hand this 15th Day of November 2024

  
(Hon Justin Elicker)



The Seal of The City of New Haven

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA  
November 18, 2024

Attendance:

Divine Guidance:

Approval of the Journal of November 7, 2024, Board of Alders Meeting.

**UNANIMOUS CONSENT**

1. From Tax Collector, Order De Tax Refunds (November 18, 2024)
2. Order concerning real property taxes of Taekwon Burdell Taylor on motor vehicle tax account 99957
3. Order concerning real property taxes of Freedom Davis on motor vehicle tax accounts 83645, 62376, 62445, 63034, and 63076.
4. Order concerning real property taxes of Larrese A. Folk on motor vehicle tax account 84725.
5. Order concerning real property taxes of Trea Fraser on motor vehicle tax accounts 68113 and 69065.
6. Order concerning real property taxes of Steven Graham on motor vehicle tax account 70669.
7. Order concerning real property taxes of Sardar Habib on motor vehicle tax account 72452.
8. Order concerning real property taxes of Kenneth Kee on motor vehicle tax account 77201, 77614, 956920.
9. Order concerning real property taxes of Raquel Otheguy on motor vehicle tax account 89892.
10. Order concerning real property taxes of Bernardo Roman-Rolon on motor vehicle tax accounts 90765 and 94251.
11. Order concerning real property taxes of Alonda Ragland on motor vehicle tax accounts 91333, and 92089.
12. Order concerning real property taxes of Diana Strain on motor vehicle tax accounts 34477, 37749, and 101484.
13. Order concerning real property taxes of Taekwon Burdell Taylor on motor vehicle tax account 99957.
14. Order concerning real property taxes of Marco Vasquez-Vindel on motor vehicle tax accounts 95843, 102926, and 105479.
15. Order concerning real property taxes of Alan Zamorano-Munoz on motor vehicle tax accounts 107110 and 107112

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA

**November 18, 2024**

16. From the Deputy Chief Administrative Officer submitting a Resolution authorizing the Mayor of New Haven to accept ARPA grant funding from the state of Connecticut Department of Energy and Environmental Protection to fund improvements to Fort Hale Park.

**COMMUNICATIONS**

17. From Alders Sabin and Furlow submitting a request for a public hearing regarding asthma and related public health challenges in New Haven to discuss and develop potential solutions.
18. From the Economic Development Administrator submitting an Order of the Board of Alders authorizing the execution of a pressure valve easement agreement between the City of New Haven and the South-Central Connecticut Regional Water Authority.
19. From the Deputy, Economic Development Administrator, Housing Administration, and Development submitting an Order of the Board of Alders of the City of New Haven authorizing the City of New Haven to enter into a cooperation agreement with the housing authority of the City of New Haven and Glendower Group, inc. and St. Luke's Development Corporation and St. Luke's Glendower LLC, with respect to the redevelopment of 117-125 & 129 Whalley Avenue, 10 12 Dickerman Street, and 34-36 Sperry Street (including a tax abatement pursuant to section §28-4 of the New Haven Code of Ordinances).
20. From the Deputy, Economic Development Administrator, Housing Administration, and Development submitting a Resolution of the New Haven Board of Alders authorizing the city of New Haven to apply for and accept a developer subsidy in an amount not to exceed \$3m from the state of Connecticut Department of Housing Developer Subsidy Initiative for homeownership projects for the Starr Winchester Homeownership Project.
21. Sherry Redfearn has submitted a petition to the Board of Alders for abatement (deferral of collection) of taxes due on her residence Grand List of 2023.
22. Stacey Watts is applying for an abatement on real property taxes for property located at 89 Haven Street, account number 9937.

**FIRST READINGS**

23. **City Services and Environmental Policy. Favorable.**
  - a. Order of the New Haven Board of Alders designating the corner of Argyle Street and Dixwell Avenue as "James Walker Corner" in perpetuity for his love, commitment, significant contributions, and service to people in the Dixwell neighborhood.

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA  
**November 18, 2024**

- b. Order of the New Haven Board of Alders designating the northwest corner of Congress Street and West Street as “Annie Louis Boyd Corner” in perpetuity for her love, commitment, significant contributions, and service to people in the Hill neighborhood.
- c. Order of the New Haven Board of Alders designating the corner of East Street and Humphrey Street as “Raymond C. Wallace Jr. Corner” in perpetuity for his commitment, thoughtfulness, selfless contributions, and service to residents in the Fair Haven/Mill River community and the city of New Haven.
- d. Order of the Board of Alders of the City of New Haven approving the Parks Department to accept \$104,613 from the Urban Resources Initiative.
- e. Order of the New Haven Board of Alders authorizing the Department of Parks to accept technical assistance from The Trust for Public Land to implement the “Park Equity Accelerator” program.

**24. Legislation. Favorable.**

- a. Ordinance text amendment of the New Haven Board of Alders to amend the New Haven Code of Ordinances regarding the Fair Rent Commission Chapter 12<sup>3</sup>/<sub>4</sub> - Fair Rent Practices.
- b. Zoning Ordinance text amendment of the New Haven Board of Alders amending the New Haven Zoning Ordinance Section 19: Table 1. Summary schedule of the permitted uses in residence districts to include the RS-3 zone and to permit by right the use of child daycare centers, group daycare homes, and family daycare homes in all residential zones and Section 19, Table 2: Summary of density, bulk, parking, and loading regulations to include the RS-3 zone, remove the Business & Industrial Districts, incorporate the previously approved revisions to minimum lot width and minimum lot area in the RS-1, RS-2, RM-1, and RM-2 Zones and to establish Article III. Section 20: Summary of uses & bulk regulations for residential districts, for which Tables 1 and 2 will be relocated.
- c. Zoning Ordinance text amendment of the New Haven Board of Alders amending the Zoning Ordinance of the City of New Haven Sections 11(b), 12(b), 12.5(b), 13(b), 19: Table 1. Summary Schedule of permitted uses in residence districts, and 42: Table 3. Use Table 3. Use Table (Q) to permit by right the use of child daycare centers, group daycare homes, and family daycare homes in the RS-1, RS-2, RS-3, RM-1, BC, and MU Zoning Districts.

**SECOND READINGS**

**25. Aldermanic Affairs. Favorable.**

- a. Order of the New Haven Board of Alders approving the appointment of Satya Fisher to the Affordable Housing Commission.

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA

**November 18, 2024**

- b. Order of the New Haven Board of Alders approving the appointment of Sergio Rodriguez to the Civilian Review Board.
- c. Order of the New Haven Board of Alders approving the appointment of Carlota Clark to the Commission on Aging.
- d. Order of the New Haven Board of Alders approving the appointment of Dirk Bergemann to the Development Commission.
- e. Order of the New Haven Board of Alders approving the appointment of Charles J. Negaro to the Development Commission.
- f. Order of the New Haven Board of Alders approving the appointment of John Kelley to the Emergency Management Advisory Council.
- g. Order of the New Haven Board of Alders approving the appointment of Dr. Frank Mongillo to the Lead Poisoning Advisory Committee.
- h. Order of the New Haven Board of Alders approving the reappointment of Yash Chauhan to the Homeless Advisory Commission.

**26. Finance. Favorable.**

- 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 New Haven Police Union Elm City Local, CACP, Dated July 1, 2022, To June 30, 2028.
- b. Ordinance Amendment to appropriating ordinance # 1 authorizing budget transfer #20-25-1 in the amount of Two Million Three Hundred Thousand (\$2,300,000) from the Health Department's General Fund salary line (13011010-50110) to The Health Department's miscellaneous expense line (13011010-56699) to increase the amount of the contract With Worldwide Traveling Staff, Inc. by Two Million Three Hundred Thousand (\$2,300,000) to cover the total estimated costs for the provision of temporary nursing services in New Haven Public Schools or the period of July 1, 2024, to June 30, 2025.
- c. Ordinance Amendment to Appropriating Ordinance Number #2 for Fiscal Year 2023-2024: Under Article VII of the City Code of Ordinances and Sections 2-388 to 2-397, the City seeks approval to Assign \$3 Million from the general fund balance for educational purposes.
- d. Order of the New Haven Board of Alders reallocating five million five hundred thousand and zero cents (\$5,500,000) from previously approved American Rescue Plan projects for supplementing funding for eligible American Rescue Plan projects and general fund fiscal year 2024- 2025 budget line items and capital projects.
- e. Ordinance Amendment to appropriating Ordinance number #1 for the fiscal year 2023-24, under Article VIII of the City Charter and section 2-385 to Section 2-389 of the Code Of

BOARD OF ALDERS  
REGULAR MEETING  
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**November 18, 2024**

General Ordinances transfer number 24-999, is seeking approval to eliminate negative line-item balances for the fiscal year ending 6-30-24.

- f. Order to Read and File the Updated Budgetary and Financial Reports for the month of June 2024, in compliance with Article VIII section 5 of the Charter.

**27. Legislation. Favorable.**

Ordinance amendment of the New Haven Board of Alders to review and approve the New Haven Democracy Fund Board approved code of general ordinance revisions.

**28. Tax Abatement. Favorable.**

- a. Order assisting Pavel Goldflam on real property taxes for property located at 379 Temple Street, Unit G31, account number 12890.
- b. Order abating (deferring collection of) real property taxes due from Theresa J. Ferriola on her residence for Grand List years of 2021, 2022, and 2023.
- c. Order concerning real property taxes of Faina Kitler of European Skin Care, account number 308125.
- d. Order concerning Booker T. Washington Academy requesting tax assistance on property located at 804 State Street.

**29. Joint Community Development/Tax Abatement. Favorable.**

Resolution of the Board of Alders designating the City of New Haven as a Rehabilitation Area and renewing and amending criteria for the eligibility of real property for assessment deferral and administrative procedures.

**FROM TAX COLLECTOR, ORDER DE TAX REFUNDS (November 18, 2024)**  
**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.

<b>NAME</b>	<b>ACCT#</b>	<b>REFUND AMOUNT</b>
<b>AHERN LEO</b>	<b>50780</b>	<b>\$87.40</b>
<b>AKPALU BRIAN</b>	<b>50883</b>	<b>\$212.91</b>
<b>ALLY FINANCIAL</b>	<b>105328</b>	<b>\$384.39</b>
<b>ALLY FINANCIAL</b>	<b>105333</b>	<b>\$710.63</b>
<b>ALLY FINANCIAL</b>	<b>105334</b>	<b>\$404.35</b>
<b>ALLY FINANCIAL</b>	<b>105336</b>	<b>\$298.82</b>
<b>ALLY FINANCIAL</b>	<b>105338</b>	<b>\$204.31</b>
<b>ALLY FINANCIAL</b>	<b>105339</b>	<b>\$264.24</b>
<b>ALLY FINANCIAL</b>	<b>105353</b>	<b>\$384.39</b>
<b>ALLY FINANCIAL</b>	<b>105354</b>	<b>\$616.75</b>
<b>ALLY FINANCIAL</b>	<b>105356</b>	<b>\$574.84</b>
<b>ALLY FINANCIAL</b>	<b>105358</b>	<b>\$266.80</b>
<b>ALLY FINANCIAL</b>	<b>105368</b>	<b>\$818.22</b>
<b>BROWNELL DIANA</b>	<b>56334</b>	<b>\$514.18</b>
<b>CAPITAL FOR CHANGE INC</b>	<b>25320</b>	<b>\$1,274.92</b>
<b>CAPITAL FOR CHANGE INC</b>	<b>925033</b>	<b>\$621.00</b>
<b>CONSOLO CATHERINE</b>	<b>61046</b>	<b>\$116.54</b>
<b>DAIMLER TRUST</b>	<b>62602</b>	<b>\$697.15</b>
<b>DAVIS JACK</b>	<b>63042</b>	<b>\$80.98</b>
<b>ENTERPRISE FM TRUST</b>	<b>66402</b>	<b>\$991.79</b>
<b>ENTERPRISE FM TRUST</b>	<b>66410</b>	<b>\$1,022.62</b>
<b>ENTERPRISE FM TRUST</b>	<b>66438</b>	<b>\$423.94</b>
<b>FAIR HAVEN MUTUAL HOUSING</b>	<b>8539</b>	<b>\$2,822.06</b>

<b>GPG NEW HAVEN LLC</b>	<b>4677</b>	<b>\$3,344.97</b>
<b>GPG NEW HAVEN LLC</b>	<b>7895</b>	<b>\$2,296.02</b>
<b>GPG NEW HAVEN LLC</b>	<b>9088</b>	<b>\$1,910.54</b>
<b>GRACE KATHERINE</b>	<b>70596</b>	<b>\$61.49</b>
<b>HONDA LEASE TRUST</b>	<b>74513</b>	<b>\$251.89</b>
<b>HONDA LEASE TRUST</b>	<b>74560</b>	<b>\$234.04</b>
<b>HONDA LEASE TRUST</b>	<b>74639</b>	<b>\$236.87</b>
<b>HYUNDAI LEASE TITLING TRUST</b>	<b>75621</b>	<b>\$92.58</b>
<b>HYUNDAI LEASE TITLING TRUST</b>	<b>75429</b>	<b>\$414.20</b>
<b>HYUNDAI LEASE TITLING TRUST</b>	<b>75446</b>	<b>\$173.04</b>
<b>HYUNDAI LEASE TITLING TRUST</b>	<b>75550</b>	<b>\$79.48</b>
<b>ION BANK</b>	<b>20504</b>	<b>\$3,200.57</b>
<b>ION BANK</b>	<b>20504</b>	<b>\$3,715.91</b>
<b>JO &amp; ZE LLC</b>	<b>15443</b>	<b>\$1,083.27</b>
<b>JP MORGAN CHASE BANK</b>	<b>77427</b>	<b>\$418.49</b>
<b>KHUNTI DEVA &amp; PUSHPA</b>	<b>8152</b>	<b>\$2,296.26</b>
<b>KHUNTI DEVA &amp; PUSHPA</b>	<b>8153</b>	<b>\$2,303.91</b>
<b>KHUNTI DEVA &amp; PUSHPA</b>	<b>8154</b>	<b>\$2,303.91</b>
<b>KOTCHEN MATTHEW</b>	<b>12373</b>	<b>\$312.01</b>
<b>LAGER ALISHA N</b>	<b>79193</b>	<b>\$346.51</b>
<b>LERETA LLC</b>	<b>7824</b>	<b>\$1,771.76</b>
<b>LERETA LLC</b>	<b>27298</b>	<b>\$102.45</b>
<b>LERETA LLC</b>	<b>17666</b>	<b>\$3,291.95</b>
<b>LERETA LLC</b>	<b>925409</b>	<b>\$721.47</b>
<b>M &amp; T BANK</b>	<b>29003</b>	<b>\$1,426.88</b>
<b>MCCUE MORTGAGE</b>	<b>21122</b>	<b>\$1,298.27</b>
<b>NEW HAVEN BANK</b>	<b>3919</b>	<b>\$3,245.79</b>
<b>NEW HAVEN BANK</b>	<b>8491</b>	<b>\$3,526.82</b>
<b>NEWTON KAREN VON KUNES</b>	<b>593729</b>	<b>\$2,361.98</b>



NISSAN INFINITI LT LLC	87913	\$493.82
NISSAN INFINITI LT LLC	946516	\$456.74
PARIKH KEVAL D	89841	\$130.75
POOYA PARVIN	32294	\$12,102.48
SANCHEZ FRANCES	95459	\$525.32
SILVER PETRUCCELLI & ASSOC INC	99706	\$265.86
TEEN CHALLENGE NEW ENGLAND	102419	\$255.93
TEEN CHALLENGE NEW ENGLAND	102420	\$418.43
TOYOTA LEASE TRUST	103867	\$224.54
TOYOTA LEASE TRUST	103872	\$641.97
TOYOTA LEASE TRUST	103892	\$221.38
TOYOTA LEASE TRUST	103946	\$376.45
TOYOTA LEASE TRUST	103949	\$368.27
TOYOTA LEASE TRUST	104003	\$959.52
TOYOTA LEASE TRUST	104014	\$1,035.16
TOYOTA LEASE TRUST	104019	\$602.75
TOYOTA LEASE TRUST	104035	\$407.86
TOYOTA LEASE TRUST	104036	\$444.71
TOYOTA LEASE TRUST	104043	\$355.96
TOYOTA LEASE TRUST	104066	\$239.46
TOYOTA LEASE TRUST	104071	\$153.77
TOYOTA LEASE TRUST	104073	\$96.66
TOYOTA LEASE TRUST	104079	\$439.20
TOYOTA LEASE TRUST	104171	\$361.96
TOYOTA LEASE TRUST	104181	\$692.34
TOYOTA LEASE TRUST	104189	\$294.28
TOYOTA LEASE TRUST	104263	\$470.47
TOYOTA LEASE TRUST	104345	\$385.37
VCFS AUTO LEASING COMPANY	105480	\$633.49

<b>VCFS AUTO LEASING COMPANY</b>	<b>105483</b>	<b>\$707.76</b>
<b>VCFS AUTO LEASING COMPANY</b>	<b>105484</b>	<b>\$416.46</b>
<b>VCFS AUTO LEASING COMPANY</b>	<b>105487</b>	<b>\$113.36</b>
<b>VCFS AUTO LEASING COMPANY</b>	<b>105490</b>	<b>\$679.49</b>
<b>VCFS AUTO LEASING COMPANY</b>	<b>105496</b>	<b>\$427.99</b>
<b>VW CREDIT LEASING LTD</b>	<b>106320</b>	<b>\$482.40</b>
<b>ZOLOTAREVA VIKTORIYA</b>	<b>109931</b>	<b>\$189.62</b>
<b>11.18.2024 PENDING BOA</b>		<b>\$83,688.54</b>

ACCT#	NAME	ADDRESS	TAX	APPROVED	REFUND AMOUNT
50780	AHERN LEO	70 LIVINGSTON ST APT 3L NEWHAVEN, CT 06511	\$87.40		\$87.40
50883	AKPALU BRIAN	70 EASTERN ST NEW HAVEN, CT 06513	\$212.91		\$212.91
105328	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$384.39		\$384.39
105333	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$710.63		\$710.63
105334	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$404.35		\$404.35
105336	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$298.82		\$298.82
105338	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$204.31		\$204.31
105339	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$264.24		\$264.24
105353	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$384.39		\$384.39
105354	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$616.75		\$616.75
105356	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$574.84		\$574.84
105358	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$266.80		\$266.80
105368	ALLY FINANCIAL	CHARLOTTE PPC-POB 71119 CHARLOTTE, NC 28272-1119	\$818.22		\$818.22
56334	BROWNELL DIANA	158 MITCHELL DRIVE NEW HAVEN, CT 06511	\$514.18		\$514.18
25320	CAPITAL FOR CHANGE INC	10 ALEXANDER DRIVE WALLINGFORD, CT 06492	\$1,274.92		\$1,274.92
925033	CAPITAL FOR CHANGE INC	10 ALEXANDER DRIVE WALLINGFORD, CT 06492	\$621.00		\$621.00
61046	CONSOLO CATHERINE	PO BOX 2454 BRANFORD, CT 06405	\$116.54		\$116.54
62602	DAIMLER TRUST	14372 HERITAGE PKWY FORT WORTH, TX 76177	\$697.15		\$697.15
63042	DAVIS JACK	437 EASTERN ST #G NEW HAVEN, CT 06513-2354	\$80.98		\$80.98
66402	ENTERPRISE FM TRUST	2281 BALL DR MARYLAND HEIGHTS, MO 63146	\$991.79		\$991.79
66410	ENTERPRISE FM TRUST	2281 BALL DR MARYLAND HEIGHTS, MO 63146	\$1,022.62		\$1,022.62
66438	ENTERPRISE FM TRUST	2281 BALL DR MARYLAND HEIGHTS, MO 63146	\$423.94		\$423.94
8539	FAIR HAVEN MUTUAL HOUSING	235 GRAND AVE NEW HAVEN, CT 06513	\$2,822.06		\$2,822.06
4677	GPG NEW HAVEN LLC	55 LEWIS ST STE 7 GREENWICH, CT 06830	\$3,344.97		\$3,344.97
7895	GPG NEW HAVEN LLC	55 LEWIS ST STE 7 GREENWICH, CT 06830	\$2,296.02		\$2,296.02
9088	GPG NEW HAVEN LLC	55 LEWIS ST STE 7 GREENWICH, CT 06830	\$1,910.54		\$1,910.54
70596	GRACE KATHERINE	29 VALLEY DRIVE BOX 4975 GREENWICH, CT 06831	\$61.49		\$61.49
74513	HONDA LEASE TRUST	11675 GREAT OAKS WAY STE 200 ALPHARETTA, GA 30022	\$251.89		\$251.89
74560	HONDA LEASE TRUST	11675 GREAT OAKS WAY STE 200 ALPHARETTA, GA 30022	\$234.04		\$234.04
74639	HONDA LEASE TRUST	11675 GREAT OAKS WAY STE 200 ALPHARETTA, GA 30022	\$236.87		\$236.87
75621	HYUNDAI LEASE TITLING TRUST	3161 MICHELSON DR STE 1900 IRVINE, CA 92612	\$92.58		\$92.58
75429	HYUNDAI LEASE TITLING TRUST	3161 MICHELSON DR STE 1900 IRVINE, CA 92612	\$414.20		\$414.20
75446	HYUNDAI LEASE TITLING TRUST	3161 MICHELSON DR STE 1900 IRVINE, CA 92612	\$173.04		\$173.04
75550	HYUNDAI LEASE TITLING TRUST	3161 MICHELSON DR STE 1900 IRVINE, CA 92612	\$79.48		\$79.48
20504	ION BANK	PO BOX 370 NAUGATUCK, CT 06770	\$3,200.57		\$3,200.57
20504	ION BANK	PO BOX 370 NAUGATUCK, CT 06770	\$3,715.91		\$3,715.91
15443	JO & ZE LLC	PO BOX 5393 MILFORD, CT 06460	\$1,083.27		\$1,083.27
77427	JP MORGAN CHASE BANK	PO BOX 901098 FORT WORTH, TX 76101	\$418.49		\$418.49
8152	KHUNTI DEVA & PUSHPA	177 PERRY STREET NEW HAVEN, CT 06513	\$2,296.26		\$2,296.26
8153	KHUNTI DEVA & PUSHPA	177 PERRY STREET NEW HAVEN, CT 06513	\$2,303.91		\$2,303.91
8154	KHUNTI DEVA & PUSHPA	177 PERRY STREET NEW HAVEN, CT 06513	\$2,303.91		\$2,303.91
12373	KOTCHEN MATTHEW	395 ST. RONAN STREET NEW HAVEN, CT 06511	\$312.01		\$312.01
79193	LAGER ALISHA N	34 PARTRIC LANE WILTON, CT 06897-1310	\$346.51		\$346.51

7824	LERETA LLC		901 CORPORATE CENTER DR POMONA, CA 91768	\$1,771.76	\$1,771.76	\$1,771.76
27298	LERETA LLC		901 CORPORATE CENTER DR POMONA, CA 91768	\$102.45	\$102.45	\$102.45
17666	LERETA LLC		901 CORPORATE CENTER DR POMONA, CA 91768	\$3,291.95	\$3,291.95	\$3,291.95
925409	LERETA LLC		901 CORPORATE CENTER DR POMONA, CA 91768	\$721.47	\$721.47	\$721.47
29003	M & T BANK		ONE M & T PLAZA 6TH FLOOR BUFFALO, NY 14203	\$1,426.88	\$1,426.88	\$1,426.88
21122	MCCUE MORTGAGE		PO BOX 1000 ONE LIBERTY SQUARE NEW BRITAIN, CT 06050	\$1,298.27	\$1,298.27	\$1,298.27
3919	NEW HAVEN BANK		299 WHALLEY AVE NEW HAVEN, CT 06511	\$3,245.79	\$3,245.79	\$3,245.79
8491	NEW HAVEN BANK		299 WHALLEY AVE NEW HAVEN, CT 06511	\$3,526.82	\$3,526.82	\$3,526.82
593729	NEWTON KAREN VON KUNES		503 BELLEVUE AVE #1206 NEWPORT, RI 02840	\$2,361.98	\$2,361.98	\$2,361.98
87913	NISSAN INFINITI LT LLC		PO BOX 650214 DALLAS, TX 75265-9523	\$493.82	\$493.82	\$493.82
946516	NISSAN INFINITI LT LLC		PO BOX 650214 DALLAS, TX 75265-9523	\$456.74	\$456.74	\$456.74
89841	PARIKH KEVAL D		425 N. CLINTON ST CHICAGO, IL 60654	\$130.75	\$130.75	\$130.75
32294	POOYA PARVIN		302 KINNE ROAD GLASTONBURY, CT 06033	\$12,102.48	\$12,102.48	\$12,102.48
95459	SANCHEZ FRANCES		46 POND STREET WATERBURY, CT 06706	\$525.32	\$525.32	\$525.32
99706	SILVER PETRUCELLI & ASSOC INC		3190 WHITNEY AVE BLDG 2 HAMDEN, CT 06518	\$265.86	\$265.86	\$265.86
102419	TEEN CHALLENGE NEW ENGLAND		1311 MAIN STREET BROCKTON, MA 02301	\$255.93	\$255.93	\$255.93
102420	TEEN CHALLENGE NEW ENGLAND		1311 MAIN STREET BROCKTON, MA 02301	\$418.43	\$418.43	\$418.43
103867	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$224.54	\$224.54	\$224.54
103872	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$641.97	\$641.97	\$641.97
103892	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$221.38	\$221.38	\$221.38
103946	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$376.45	\$376.45	\$376.45
103949	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$368.27	\$368.27	\$368.27
104003	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$959.52	\$959.52	\$959.52
104014	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$1,035.16	\$1,035.16	\$1,035.16
104019	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$602.75	\$602.75	\$602.75
104035	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$407.86	\$407.86	\$407.86
104036	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$444.71	\$444.71	\$444.71
104043	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$355.96	\$355.96	\$355.96
104066	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$239.46	\$239.46	\$239.46
104071	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$153.77	\$153.77	\$153.77
104073	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$96.66	\$96.66	\$96.66
104079	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$439.20	\$439.20	\$439.20
104171	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$361.96	\$361.96	\$361.96
104181	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$692.34	\$692.34	\$692.34
104189	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$294.28	\$294.28	\$294.28
104263	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$470.47	\$470.47	\$470.47
104345	TOYOTA LEASE TRUST		525 FELLOWSHIP RD STE 330 MT. LAUREL, NJ 08054-3415	\$385.37	\$385.37	\$385.37
105480	VCFS AUTO LEASING COMPANY		PO BOX 91300 MOBILE, AL 36691	\$633.49	\$633.49	\$633.49
105483	VCFS AUTO LEASING COMPANY		PO BOX 91300 MOBILE, AL 36691	\$707.76	\$707.76	\$707.76
105484	VCFS AUTO LEASING COMPANY		PO BOX 91300 MOBILE, AL 36691	\$416.46	\$416.46	\$416.46
105487	VCFS AUTO LEASING COMPANY		PO BOX 91300 MOBILE, AL 36691	\$113.36	\$113.36	\$113.36
105490	VCFS AUTO LEASING COMPANY		PO BOX 91300 MOBILE, AL 36691	\$679.49	\$679.49	\$679.49
105496	VCFS AUTO LEASING COMPANY		PO BOX 91300 MOBILE, AL 36691	\$427.99	\$427.99	\$427.99
106320	VW CREDIT LEASING LTD		ATTN TAX DEPT 1401 FRANKLIN BLVD LIBERTYVILLE, IL 60048	\$482.40	\$482.40	\$482.40

109931	ZOLOTAREVA VIKTORIYA	32 E HILLS DRIVE NEW CANAAN, CT 06840	\$189.62		\$189.62
	11.18.2024 PENDING BOA		\$83,688.54		\$83,688.54

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA  
**November 18, 2024**

Attendance:

Divine Guidance:

Approval of the Journal of November 7, 2024, Board of Alders Meeting.

**UNANIMOUS CONSENT**

1. From Tax Collector, Order De Tax Refunds (November 18, 2024)
2. Order concerning real property taxes of Taekwon Burdell Taylor on motor vehicle tax account 99957
3. Order concerning real property taxes of Freedom Davis on motor vehicle tax accounts 83645, 62376, 62445, 63034, and 63076.
4. Order concerning real property taxes of Larrese a. Folk on motor vehicle tax account 84725.
5. Order concerning real property taxes of Trea Fraser on motor vehicle tax accounts 68113 and 69065.
6. Order concerning real property taxes of Steven Graham on motor vehicle tax account 70669.
7. Order concerning real property taxes of Raquel Otheguy on motor vehicle tax account 89892.
8. Order concerning real property taxes of Bernardo Roman-Rolon on motor vehicle tax accounts 90765 and 94251.
9. Order concerning real property taxes of Diana strain on motor vehicle tax accounts 34477, 37749, and 101484.
10. Order concerning real property taxes of Taekwon Burdell Taylor on motor vehicle tax account 99957.
11. Order concerning real property taxes of Marco Vasquez-Vindel on motor vehicle tax accounts 95843, 102926, and 105479.
12. Order concerning real property taxes of Alan Zamorano-Munoz on motor vehicle tax accounts 107110 and 107112
13. From the Deputy Chief Administrative Officer submitting a Resolution authorizing the Mayor of New Haven to accept ARPA grant funding from the state of Connecticut Department of Energy and Environmental Protection to fund improvements to Fort Hale Park.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF ALAN ZAMORANO-MUNOZ ON  
MOTOR VEHICLE TAX ACCOUNTS 107110 AND 107112

..Body

WHEREAS: Alan Zamorano-Munoz has old motor vehicle tax accounts; and

WHEREAS: Alan Zamorano-Munoz wants to pay these tax bills; and

WHEREAS: Alan Zamorano-Munoz 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 107110 and 107112 be forgiven; and

BE IT FURTHER ORDERED that Alan Zamorano-Munoz 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 107110 and 107112.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF BERNARDO ROMAN-ROLON ON  
MOTOR VEHICLE TAX ACCOUNTS 90765 AND 94251

..Body

WHEREAS: Bernardo Roman-Rolon has old motor vehicle tax accounts; and

WHEREAS: Bernardo Roman-Rolon wants to pay these tax bills; and

WHEREAS: Bernardo Roman-Rolon 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 90765 and 94251 be forgiven; and

BE IT FURTHER ORDERED that Bernardo Roman-Rolon 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 90765 and 94251.



..Title

ORDER CONCERNING REAL PROPERTY TAXES OF DIANA STRAIN ON MOTOR VEHICLE TAX ACCOUNTS 34477, 37749, AND 101484

..Body

WHEREAS: Diana Strain has old motor vehicle tax accounts; and

WHEREAS: Diana Strain wants to pay these tax bills; and

WHEREAS: Diana Strain 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 34477, 37749, and 101484 be forgiven; and

BE IT FURTHER ORDERED that Diana Strain 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 34477, 37749, and 101484.

**MOTOR VEHICLE TAX BILL 2024**

Make checks payable to:

NEW HAVEN TAX COLLECTOR  
165 CHURCH ST  
NEW HAVEN , CT 06510-0



**RETURN THIS COPY WITH  
2nd PAYMENT**

LIST NUMBER 2023 MV 0013139		LC	DIST	ON GRAND LIST OCTOBER 1, 2023	<b>TOTAL TAX DUE</b> <b>January 1, 2025</b>
MILL RATE 32.4600	GROSS ASSESSMENT 16,610	EXEMPTION 0		NET ASSESSMENT 16,610	<b>269.58</b>
					DELINQUENT AFTER FEB 3, 2025

BACK TAXES ALSO DUE

FOLK LARRESE A

093202310001313990000269580000269580000000000000000004000005391640

**MOTOR VEHICLE TAX BILL**

**TAXPAYER COPY**

BILL #	YEAR	MAKE	MODEL	VIN #	CC	COC #	VALUE	EXEMPT	1ST/INST	2ND/INST	TOTAL DUE
0068364	2020	TOYOT	C-HR XLE	NMTKHMBX2LR103892	01		16610	0	269.58	269.58	539.16
TOTAL							16610	0	269.58	269.58	539.16

**MOTOR VEHICLE TAX BILL 2024**

Make checks payable to:

NEW HAVEN TAX COLLECTOR  
165 CHURCH ST  
NEW HAVEN , CT 06510-0



**RETURN THIS COPY WITH  
1st PAYMENT**

LIST NUMBER 2023 MV 0013139		LC	DIST	ON GRAND LIST OCTOBER 1, 2023	<b>TOTAL TAX DUE</b> <b>July 1, 2024</b>
MILL RATE 32.4600	GROSS ASSESSMENT 16,610	EXEMPTION 0		NET ASSESSMENT 16,610	<b>269.58</b>
					DELINQUENT AFTER AUG 1, 2024

BACK TAXES ALSO DUE

FOLK LARRESE A

269.58  
0.00

093202310001313990000269580000269580000000000000000004000005391640

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF LARRESE A. FOLK ON MOTOR VEHICLE TAX ACCOUNT 84725.

..Body

WHEREAS: Larrese A. Folk has an old motor vehicle tax account; and

WHEREAS: Larrese A. Folk wants to pay these tax bills; and

WHEREAS: Larrese A. Folk is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account number 13139 be forgiven

BE IT FURTHER ORDERED that Larrese A. Folk 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 account 13139.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF MARCO VASQUEZ-VINDEL ON  
MOTOR VEHICLE TAX ACCOUNTS 95843, 102926, AND 105479

..Body

WHEREAS: Marco Vasquez-Vindel has old motor vehicle tax accounts; and

WHEREAS: Marco Vasquez-Vindel wants to pay these tax bills; and

WHEREAS: Marco Vasquez-Vindel 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 95843, 102926, and 105479 be forgiven; and

BE IT FURTHER ORDERED that Marco Vasquez-Vindel 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 95843, 102926, and 105479.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF SARDAR HABIB ON MOTOR  
VEHICLE TAX ACCOUNT 72452

..Body

WHEREAS: Sardar Habib has old motor vehicle tax accounts; and

WHEREAS: Sardar Habib wants to pay these tax bills; and

WHEREAS: Sardar Habib is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account number 72452 be forgiven; and

BE IT FURTHER ORDERED that Sardar Habib 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 account 72452.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF TAEKWON BURDELL TAYLOR  
ON MOTOR VEHICLE TAX ACCOUNT 99957

..Body

WHEREAS: Taekwon Burdell Taylor has old motor vehicle tax accounts; and

WHEREAS: Taekwon Burdell Taylor wants to pay these tax bills; and

WHEREAS: Taekwon Burdell Taylor is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account number 99957 be forgiven; and

BE IT FURTHER ORDERED that Taekwon Burdell Taylor 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 account 99957.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF TREA FRASER ON MOTOR VEHICLE TAX ACCOUNTS 68113 AND 69065

..Body

WHEREAS: Trea Fraser has old motor vehicle tax accounts; and

WHEREAS: Trea Fraser wants to pay these tax bills; and

WHEREAS: Trea Fraser 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 68113 and 69065 be forgiven; and

BE IT FURTHER ORDERED that Trea Fraser 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 68113 and 69065.

## CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/Orders/Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
<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)

### IN ADDITION [IF A GRANT]:

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

Date Submitted: November 12, 2024

Meeting Submitted For: November 18, 2024

Regular or Suspension Agenda: Regular

Submitted By: Rebecca Bombero, Deputy CAO

Title of Legislation:

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO ACCEPT ARPA GRANT FUNDING FROM THE STATE OF CONNECTIUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION TO FUND IMPROVEMENTS TO FORT HALE PARK.

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Comments: Legistar File ID: LM-2024-0698

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*Respectfully requesting UC.*

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Coordinator's Signature:



Controller's Signature (if grant):



Mayor's Office Signature:

Call (203) 927-0802 or email [aguzhnay@newhavenct.gov](mailto:aguzhnay@newhavenct.gov) with any questions.

**\*\*PLEASE NOTE CLEARLY IF UC (UNANIMOUS CONSENT) IS REQUESTED\*\***

**\*\*\* SUSPENSION AGENDA ITEMS MUST BE DISCUSSED WITH PRESIDENT OF BOA\*\*\***





**CITY OF NEW HAVEN**  
**JUSTIN ELICKER**  
**MAYOR**

**CITY HALL**

---

**CHIEF ADMINISTRATOR'S OFFICE**  
**REGINA Y. RUSH-KITTLE**

**165 CHURCH ST.**  
**NEW HAVEN, CT 06510**  
(203) 946-7900  
FAX (203) 946-7911

November 12, 2024

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

Dear President Walker-Myers,

The City of New Haven seeks to enter a grant agreement with the State of Connecticut Department of Energy and Environmental Protection for improvements to Fort Hale Park. The grant shall cover project expenses up to \$25,000. Applicable expenses include repairs and upgrades to fencing, repairs and upgrades to walking surfaces, repairs and upgrades to the access trail and repairs and upgrades to various amenities.

These improvements shall promote the general recreation and improved welfare of the City. As the President of the Board of Alders, I solicit you to give full support for the donation in order to install the sculpture this season.

Very truly yours,

Rebecca Bombero  
Deputy Chief Administrative Officer

..title

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO  
ACCEPT ARPA GRANT FUNDING FROM THE STATE OF CONNECTIUT  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION TO FUND  
IMPROVEMENTS TO FORT HALE PARK.

..body

WHEREAS, the City of New Haven will receive ARPA grant funding from the Department of Energy and Environmental Protection (DEEP) and enter into an agreement in order to, conduct, perform or cause to be performed the described project in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection; and,

WHEREAS, DEEP will administer the funds; and,

WHEREAS, the project is reimbursed by grant funds which will be disbursed to the City in an amount up to \$25,000; and,

WHEREAS, the City of New Haven desires to improve facilities and amenities at Fort Hale Park; and,

WHEREAS applicable improvements to Fort Hale Park may include repairs and upgrades to fencing, repairs and upgrades to walking surfaces, repairs and upgrades to the access trail, and repairs and upgrades to various amenities.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Alders of the City of New Haven that the Mayor, on behalf of the City, is authorized to accept the grant mentioned herein from the DEEP for the purpose of repairs and upgrades to Fort Hale Park.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute said agreement for funding for an amount of \$25,000, to execute any revisions, amendments or modifications to said contract, and to sign any associated federal agreements, agreements with contractors, and other documents, any of which may have a term of longer than one year and any federal agreements that may include indemnification provisions, that the Mayor deems desirable or necessary, including any subsequent amendments to agreements, in order to accept grant funding and carry out the associated grant program activities.

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD # ALL

DATE: **November 12, 2024**

FROM: Department/Office Chief Administrator's Office  
Person Rebecca Bombero Telephone 203-946-7903

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:

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO ACCEPT ARPA GRANT FUNDING FROM THE STATE OF CONNECTIUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION TO FUND IMPROVEMENTS TO FORT HALE PARK.

Check one if this an appointment to a Board or 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:** November 12, 2024  
**FROM (Dept.):** Chief Administrator's Office  
**CONTACT:** Rebecca Bombero, Deputy CAO **PHONE** 203-946-7903

**SUBMISSION ITEM (Title of Legislation):**

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO ACCEPT ARPA GRANT FUNDING FROM THE STATE OF CONNECTIUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION TO FUND IMPROVEMENTS TO FORT HALE PARK.

**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.

	<b>GENERAL FUND</b>	<b>SPECIAL FUNDS</b>	<b>BOND FUNDING</b>	<b>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</b>
<b>A. Personnel</b>	\$0	\$0	\$0	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$0	
3. Annual	\$0	\$0	\$0	
<b>B. Non-personnel</b>	\$0	\$0	\$0	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$25,000	\$0	
3. Annual	\$0	\$0	\$0	

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

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

1. One-time                   \$25,000  
2. Annual                     N/A

**Other Comments:** N/A

**NOTICE OF INTENT**

**NOTIFICATION TO THE BOARD OF ALDERS REGARDING PROPOSED GRANT AND CONTRACT APPLICATIONS TO BE MADE BY THE CITY OF NEW HAVEN DURING THE PERIOD:**

January 1, 2024 to December 31, 2024

**PROGRAM NAME:**

**NEW**                       **CONTINUATION**  
**(Check One of the Above)**

**FUNDING LEVEL AVAILABLE TO PROJECT:**     \$25,000

**FUNDING SOURCE:**                      State of Connecticut  
                                                            Department of Energy and Environmental Protection

**PURPOSE OF PROGRAM:** Improvements to Fort Hale Park

**BRIEF SUMMARY OF CITY’S PROPOSAL:** Improvements to Fort Hale Park which may include repairs and upgrades to fencing, repairs and upgrades to walking surfaces, repairs and upgrades to the access trail, and repairs and upgrades to various amenities.

**MATCH REQUIREMENT FROM GENERAL FUND (if any):** None required.

**ALLOWABLE INDIRECT COST:** N/A

**DEPARTMENT SUBMITTING APPLICATION:**     Chief Administrators Office

**CONTACT PERSON:**                      Rebecca Bomber, Deputy CAO  
                                                            [rbombero@newhavenct.gov](mailto:rbombero@newhavenct.gov), 203-946-7903

**DATE:**                                      November 12, 2024

**GRANT SUMMARY**

<b>Grant Title:</b>	Fort Hale Park Improvements
<b>MUNIS #:</b>	N/A
<b>City Department:</b>	Chief Administrator's Office
<b>City Contact Person &amp; Phone:</b>	Rebecca Bombero, Deputy CAO 203-946-7903
<b>Funding Level:</b>	\$25,000
<b>Funding Period:</b>	From Execution to 12/31/2026
<b>Funding Source:</b>	State of Connecticut Department of Energy and Environmental Protection
<b>Funding Source Contact Person &amp; Phone</b>	
<b>Purpose of Program:</b>	Improvements to Fort Hale Park
<b>Personnel (salary):</b>	N/A
<b>Personnel (Worker's Comp):</b>	N/A
<b>Personnel (Med. Benefit):</b>	N/A
<b>Non-Personnel (total):</b>	N/A
<b>Non-Personnel (M &amp; U):</b>	N/A
<b>New or Renewal?</b>	New
<b>Limits on spending (e.g., Admin. Cap)?</b>	\$25,000
<b>Reporting requirements: Fiscal</b>	Reporting as required and outlined in Part 2 of UST's Compliance and Reporting Guidance, February 28, 2022, Version 3.0 (and any subsequent versions). Final report within 30 days of project completion.
<b>Reporting requirements: Programmatic</b>	Reporting as required and outlined in Part 2 of UST's Compliance and Reporting Guidance, February 28, 2022, Version 3.0 (and any subsequent versions). Final report within 30 days of project completion.
<b>Due date of first report:</b>	Following Execution of this Contract, the Contractor shall provide summaries of project status to the DEEP – Financial Management Division once every six months during the time in which this Contract is in effect.
<b>Audit Requirements:</b>	The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, and the State of Connecticut, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.



## **EXECUTIVE SUMMARY**

### **Grant: Fort Hale Park Improvements**

New Haven Chief Administrator's Office

November 12, 2024

Funding request: N/A

The New Haven Chief Administrator's Office seeks approval to accept the grant agreement with the State of Connecticut Department of Energy and Environmental Protection for improvements to Fort Hale Park.

The grant shall cover applicable project expenses up to \$25,000. Improvements to Fort Hale Park may include:

- Repairs and upgrades to fencing
- Repairs and upgrades to walking surfaces
- Repairs and upgrades to the access trail
- Repairs and upgrades to various amenities



CHECK ONE:

- GRANT  
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. 2025-003
	P.O.

CONTRACTOR	(3) CONTRACTOR NAME City of New Haven	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 165 Church Street, New Haven, CT 06510	

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Central Services, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
--------------	----------------------------------------------------------------------------------------------------------	--------------------------

CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) 12/31/2026	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
-----------------	------------------------------	----------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		
	<p>Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.</p> <p>Appendix A consists of <b>6 pages numbered A-1 through A-6 inclusive.</b></p> <p style="text-align: center;"><b>Page 1 of 11</b></p> <p>Standard Terms and Conditions are contained in Pages 2 through 11 and are attached hereto and made a part hereof.</p>		

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.		
	<p>Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 2 page(s) numbered B-1 through B-2).</p> <p>Total Payments Not to Exceed the Maximum Amount of \$25,000.00</p>		

(11) OBLIGATED AMOUNT \$25,000.00	
--------------------------------------	--

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
25,000.00	DEP44920	12060	28447	66099	DEPA00006000141	155006				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE Justin Elicker, Mayor	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Katherine S. Dykes, Commissioner	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: \_\_\_\_\_

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
3. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor 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 per cent (20%) of the value of this Contract. 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. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

4. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars 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 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 sections 1-205 and 1-206 of the Connecticut General Statutes.
5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. Termination.
  - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

7. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

8. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
11. Audit and Inspection of Plants, Places of Business and Records.
  - (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
12. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 authorized signatory to this Contract represent that they have received 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.
13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate,

prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

14. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

15. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

16. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

17. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
18. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
19. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
20. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
21. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
22. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
23. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
24. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
25. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
26. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
27. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
28. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated

- date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
29. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
  30. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
  31. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
  32. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
  33. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
  34. Large State Contract Representation for Contractor Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
    - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
    - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
    - (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
  35. Large State Contract Representation for Official or Employee of State Agency. *(Mandatory language revised 07/01/2021 Required only for non-municipal contracts > \$50k per E.O. 21-2)* Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
  36. Access to Contract and State Data The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
  37. Compliance with Consumer Data Privacy and Online Monitoring. *(language required for all PSAs and Grants effective 10/1/23)* Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
  38. ARPA-SFRF Subrecipient Award Terms and Conditions. The Contractor is a subrecipient of a federal award under the America Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021) and will abide by the federal ARPA General Terms and Award Conditions below.
    - (a) For purposes of this section, "subrecipient" shall be the Contractor. In the event of any conflict between the terms of this section and any other provision of this Contract, the stricter provision shall control.
    - (b) Use of Funds.
      - i. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance



- with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- ii. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- (c) Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs obligated during the period that begins on the date hereof and ends on December 31, 2024.
- (d) Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award. Subrecipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of UST's Compliance and Reporting Guidance, February 28, 2022, Version 3.0 (and any subsequent versions). Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1.
- (e) Maintenance of and Access to Records
- i. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
  - ii. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, and the State of Connecticut, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - iii. Records shall be maintained by subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- (f) Internal Controls. Subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the Subrecipient is managing the State contract in compliance with Federal statutes, regulations, and the terms and conditions of the State contract.
- (g) Safeguard Protected Personally Identifiable Information. Subrecipient shall take steps to safeguard protected personally identifiable information and other information the federal awarding agency or the state designates as sensitive or the Recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
- (h) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- (i) Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
- (j) Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient
- (k) Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- (l) Compliance with Applicable Law and Regulations.
- i. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - ii. Federal regulations applicable to this award include, without limitation, the following:
    1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F—Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and

- implementing regulations.
8. Generally applicable federal environmental laws and regulations.
- iii. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
    1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
    2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
    4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
    5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - (m) Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, the State of Connecticut may impose additional conditions on the future reimbursement, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.
  - (n) Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
  - (o) False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
  - (p) Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury.”
  - (q) Debts Owed the Federal Government.
    - i. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
    - ii. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
  - (r) Disclaimer.
    - i. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
    - ii. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Recipient.
  - (s) Protections for Whistleblowers.
    - i. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- ii. The list of persons and entities referenced in the paragraph above includes the following:
    - 1. A member of Congress or a representative of a committee of Congress;
    - 2. An Inspector General;
    - 3. The Government Accountability Office;
    - 4. A Treasury employee responsible for contract or grant oversight or management;
    - 5. An authorized official of the Department of Justice or other law enforcement agency;
    - 6. A court or grand jury; or
    - 7. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - iii. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- (t) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- (u) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**APPENDIX A**  
**SCOPE OF WORK**

**Purpose:** To provide a grant to the City of New Haven (“Contractor”) as authorized by Conn. Gen. Stat. §4-66 and by the provisions of section 602 of Subtitle M of Title IX of the American Rescue Plan Act of 2021, (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), make improvements to Fort Hale Park (the Park).

**Description:** The project (“Project”) referenced above shall be titled: “Fort Hale Park Improvements.”

**1. Deliverables- Upon Contract execution, the Contractor shall perform the following tasks:**

**A. Use of a Subcontractor.** The Contractor may utilize the assistance of a subcontractor(s) as necessary to complete the Deliverables outlined in this Scope of Work. When utilizing the assistance of a subcontractor, the Contractor shall develop and implement a competitive bidding process to select such subcontractor for the performance of applicable Deliverables.

**B.** The Contractor shall make various improvements to the amenities at the Park. Such improvements shall include:

- i. Repairs and upgrades to fencing surrounding the dog park, which is identified in Appendix C, and other fences within the Park as necessary;
- ii. Repairs and upgrades to walking surfaces within the Park as necessary;
- iii. Repairs and upgrades to the access trail leading from Fort Hale Road to the dog park; and
- iv. Repairs and upgrades to various amenities throughout the Park.

**C. General Provisions** – these provisions shall pertain to all work performed in connection with this Project award.

- i. The Contractor shall ensure that this Project complies with all local, State and federal requirements.
- ii. The Contractor shall supervise the preparation of the sites related to this Project.
- iii. The Contractor shall make improvements to the Project area in accordance with the technically design plans developed.
- iv. The Contractor shall supervise and is responsible for all subcontractors or vendors employed by the Contractor for this Project.

- v. The Contractor is responsible for developing and obtaining all applicable permits prior to construction in accordance with Section 7 below. All permits shall be available to DEEP upon request.
- vi. The Contractor shall supply all materials and equipment required for the Project.
- vii. The Contractor shall ensure that all work related to this Project is of a nature that will minimize maintenance and ensure public safety.
- viii. The Contractor shall make landscape improvements to any disturbed area. Grant funds may not be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- ix. The Contractor shall ensure that all wastes, materials, and/or contaminated water generated from the proposed Project are properly evaluated and if determined hazardous, are disposed of in accordance with all applicable federal, state, and local laws and regulations. If the proposed Project involves renovation or demolition of a structure, the Contractor shall retain a qualified consultant to perform an asbestos, lead paint, and hazardous materials survey to identify any materials in the structure that are required by law to be handled in a manner other than as ordinary C&D waste. The Contractor shall make said survey available to DEEP upon request. Asphalt millings shall not be used as fill material unless approved by the Commissioner. Additional information about the proper management of waste is available upon request at DEEP.
- x. The Contractor shall develop and implement traffic control plans when necessary.
- xi. The Contractor shall develop methods of protecting surface and ground water during construction activities.
- xii. The Contractor shall coordinate cleanup and Project close out, including the restoration of any area disturbed by this Project to its previous condition or better.
- xiii. The Contractor hereby agrees by execution of this Contract, that any work performed by or on behalf of the Contractor under this Contract shall “not threaten the continued existence of any endangered or threatened species” as defined in C.G.S. § 26-307.
- xiv. All work related to this Project shall be completed by the expiration date of this Contract.

**2. Budget:** This Special Earmark, in the total amount not to exceed \$25,000.00 was authorized in accordance with Public Act 24-81, sec.1. The Contractor shall adhere to the budget which is included in this Contract on Appendix B. Allowable costs under this Grant shall include all necessary engineering services, bid costs, permitting fees, and other technical assistance necessary to accomplish the above deliverables, provided such costs are incurred after the

execution of this Contract. Project costs in excess of the maximum payable amount under this Contract shall not be borne by the State.

**3. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit to the State of Connecticut as follows: "Funding provided by the State of Connecticut through the American Rescue Plan Act of 2021 ("ARPA") Grant administered by the Connecticut Department of Energy and Environmental Protection (DEEP)." The Contractor shall erect a permanent plaque or sign near the structural improvements acknowledging said improvements and that funding for the Project was provided by the State of Connecticut through the American Rescue Plan Act of 2021 ("ARPA") Grant which is administered by the Connecticut Department of Energy and Environmental Protection (DEEP). The aesthetics of said plaque or sign shall be determined by the Contractor.

**4. Publication of Materials:** The Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Contract. Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

**5. Civil Rights Requirements:** The Contractor acknowledges and agrees that it must require any sub-grantees, subcontractors, successors, transferees, and assignees to: (a) comply with Title VI of the Civil Rights Act of 1964; (b) ensure that limited English-speaking persons (LEP) have meaningful access to its programs, services, and activities. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities; (c) consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>. Contractor further acknowledges and agrees that compliance with these assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees and assignees for the period in which such assistance is provide . The Contractor agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, subcontractors, successors, transferees, and assignees:

The sub-grantee, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits

recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

**6. ADA Publication Statement:** For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 4185910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov)

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 4185910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 4185910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://www.ct.gov/deep).

- 7. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Bureau of Central Services  
Financial Management Division  
Contract Unit  
79 Elm Street  
Hartford, CT 06106-5127  
DEEP.FMC@CT.gov

All **invoices** shall use the form provided in Appendix C and must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

Bureau of Central Services  
79 Elm Street  
Hartford, CT 06106-5127  
Deep.contractadmin@ct.gov

- 8. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. The execution of this Contract in no way constitutes the approval by the Agency or any other State Department of any permit needed by the Contractor to complete the Project as outlined above. Nor does it afford the Contractor any preferential treatment when seeking approval of any such permits.

- 9. Compliance with State and Federal Law, Regulations, and Executive Orders:** Contractor shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

- 10. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the DEEP – Financial Management Division once every six months during the time in which this Contract is in effect. See Appendix C. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date, any challenges encountered, steps used to resolve issue as well as information concerning the anticipated project completion date if different from the current Contract expiration date.



**11. Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. completion of objectives or services, and
- e. any other Contract revisions determined material by DEEP.

In accordance with ARPA Pub. L. No. 117-2, all ARPA funds must be expended by December 31, 2026. DEEP shall not reimburse the Contractor for any cost that is incurred after December 31, 2026. Furthermore, DEEP shall not permit any extensions to the expiration date of this Contract that is beyond December 31, 2026.

**12. Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to DEEP – Financial Management Division a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.

**13. Ownership:** The Contractor represents that it has ownership of the property in the form of fee simple, free from any lien or claim that would prevent such land or buildings from being retained or utilized for the use or uses outlined above.

**14. Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to DEEP – Financial Management Division, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as design, permitting, construction and materials must be included. A sample format is attached as Appendix C.

**APPENDIX B**  
**SCHEDULE OF PAYMENTS**

The maximum amount payable under this Contract is twenty-five thousand dollars (\$25,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
- b. If no reimbursement request is submitted within a six-month period, the Contractor is required to submit with its project status report the cause and what if any impact there is to the approved budget and/or Project schedule.
- c. The final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.
- d. The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection made by a check payable to "Treasurer- State of Connecticut" within 90 days of the Contract expiration date.

**APPENDIX C**  
**Fort Hale Park**  
**Dog Park Location**



ADD PDF BILLING FORMS PRIOR TO ROUTING

## CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter
X	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
X	Prior Notification Form
X	Fiscal Impact Statement - Should include comprehensive budget
X	Supporting Documentation (if applicable)

### IN ADDITION [IF A GRANT]:

	Notice of Intent
	Grant Summary
	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: November 6<sup>th</sup>, 2024

Meeting Submitted For: November 18<sup>th</sup>, 2024

Regular or Suspension Agenda: Regular

Submitted By: Michael Piscitelli

Title of Legislation:

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE EXECUTION OF A PRESSURE VALVE EASEMENT AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY

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Comments: Legistar File ID: LM-2024-0683

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Coordinator's Signature: 

Controller's Signature (if grant): 

Mayor's Office Signature: 

Call (203) 946-7670 or email [aguzhnay@newhavenct.gov](mailto:aguzhnay@newhavenct.gov) with any questions.

\*\*PLEASE NOTE CLEARLY IF UC (UNANIMOUS CONSENT) IS REQUESTED\*\*



Justin Elicker  
Mayor

**City of New Haven**  
**Office of the Economic Development Administrator**  
**165 Church Street**  
**New Haven, Connecticut 06510**



Michael Piscitelli, AICP  
Economic Development  
Administrator

November 6, 2024

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

Re: ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE EXECUTION OF A PRESSURE VALVE EASEMENT AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY

Dear President Walker-Myers:


I am pleased to submit a proposed easement agreement (the "Easement Agreement") between the City of New Haven (the "City") and the South Central Connecticut Regional Water Authority (the "RWA") concerning the relocation of a pressure valve facility on to property at Ross- Woodward School (the "School") owned by the City for and on behalf of the City's Board of Education.

The current location of the pressure valve, which is a critical facility for RWA's distribution system, is at the busy intersection between Foxon Boulevard (Route 80) and Quinnipiac Avenue. In order to safely gain access to this existing facility for maintenance purposes, a police presence is required, and traffic is inevitably disrupted.

Therefore, the RWA has sought an alternative location. The attached Easement Agreement, which would locate a new facility within the parcel of land containing the School, and which has been approved by Resolution of the Board of Education dated October 15, 2024, would solve the aforementioned problems.

If you have any questions, please call me at (203) 946-2867.

Very truly yours,

  
Michael Piscitelli, AICP  
Economic Development Administrator

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE EXECUTION OF A PRESSURE VALVE EASEMENT AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY

..body

WHEREAS, the City of New Haven (the “City”) is the owner of a parcel of land for and on behalf of the City’s Board of Education (the “BOE”) at Barnes Avenue (the “School Parcel”) upon which is situated the Ross-Woodward School (the “School”); and,

WHEREAS, there currently exists a nearby pressure valve facility (the “Existing Facility”) which is critical for the distribution system of the South Central Connecticut Regional Water Authority (the “RWA”) which Existing Facility is located in the travel lanes of traffic at the intersection of Foxon Boulevard (Route 80) and Quinnipiac Avenue; and,

WHEREAS, safe access to the existing Facility for maintenance purposes requires a police presence and causes inevitable traffic disruption and, accordingly, RWA has sought a substitute location for the Existing Facility and has identified the same at a location within the School Parcel; and,

WHEREAS, the proposed new facility (the “New Facility”) will include a new valve inside an underground vault with secured walk-in access, containing remote alarms and appropriately secured to prevent intrusion, and will also include an electronic/communication cabinet above ground for housing electric and communication equipment (the “New Facility”); and,

WHEREAS, following installation, RWA staff would typically visit the New Facility on a quarterly basis for maintenance and, as required, for adjustments or emergencies, working in coordination with the BOE and the day to day administrators at the School, so as to keep the New Facility in a safe and sightly condition without causing significant disruption to the School; and,

WHEREAS, on October 15, 2024, by way of Resolution 3.04 [9.01] the BOE approved an easement agreement (the “Easement Agreement”) between the City and the RWA in the form attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDERED that the Easement Agreement by and between the City and RWA be approved, and that the Mayor of the City be and hereby is authorized to execute and deliver the Easement Agreement together with such other documentation (if any) as may be necessary or desirable so as to implement and effect the intent of this Order.

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD # ALL

DATE: **Monday, November 6<sup>th</sup>, 2024**

FROM: Department/Office Economic Development Administration  
Person Michael Piscitelli, Econ. Dev. Administrator Telephone 203/946-2867

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 AUTHORIZING THE EXECUTION OF A PRESSURE VALVE EASEMENT AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY.

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: November 6, 2024  
 FROM (Dept.): Economic Development Administration  
 CONTACT: Michael Piscitelli PHONE (203) 946-2867  
MPiscite@newhavenct.gov

**SUBMISSION ITEM (Title of Legislation):**

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE EXECUTION OF A PRESSURE VALVE EASEMENT AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY.

**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
<b>A. Personnel</b>	\$0	\$0	\$0	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$0	
3. Annual	\$0	\$0	\$0	
<b>B. Non-personnel</b>	\$0	\$0	\$0	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$0	
3. Annual	\$0	\$0	\$0	

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

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

1. One-time            \$0  
 2. Annual             \$0

**Other Comments:**

**After recording, return to:**

Murtha Cullina LLP  
One Century Tower  
265 Church Street  
New Haven, Connecticut 06510  
Attn: Jodie L. Driscoll, Esq.

**EASEMENT AGREEMENT**

2024-[            ]

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME GREETING:**

**KNOW YE THAT THE CITY OF NEW HAVEN, CONNECTICUT**, a political subdivision of the State of Connecticut having its principal office and place of business in the City of New Haven, County of New Haven and State of Connecticut (hereinafter referred to as the "**Grantor**"), for the consideration of One Dollar (\$1.00) and other valuable consideration, received to its full satisfaction of **SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY**, a public corporation and political subdivision of the State of Connecticut and having its principal place of business located at 90 Sargent Drive, in the City of New Haven, County of New Haven and State of Connecticut (the "**Grantee**"), does hereby give, grant and sell unto the said Grantee, and unto its successors and assigns forever a perpetual and permanent easement (the "**Easement**") for the purpose of allowing Grantee to install, lay, maintain, operate, construct, use, alter, repair, replace, remove and rebuild one or more valve vaults, with such appurtenances as are needed therefor (the "**Facilities**"), upon, over, across and under the Easement Area (as defined below) and together with the right to enter upon, under, over and across the Easement Area for the purpose of installing, laying, inspecting, maintaining, repairing, renewing, replacing, relocating, protecting, operating and making connections to said pipes or mains from time to time as needed for the transportation and/or supply of water.

It is further agreed between Grantor and Grantee as follows:

1. The Easement shall be on that certain piece or parcel of land located at 125 Barnes Avenue, situated in the City of New Haven, County of New Haven and State of Connecticut (the "**Easement Parcel**"), said Easement being shown and designated as "Permanent Easement" on that certain map entitled "Limited Property/Boundary Survey Easement Map Prepared for South Central Connecticut Regional Water Authority for 125 Barnes Avenue New Haven, Connecticut", prepared by Juliano Associates dated September 20, 2024 (the "**Easement Plan**"), which Easement Plan is or will be filed simultaneously herewith in the City Clerk's office in said City of New Haven. The location of the Easement on the Easement Parcel as shown on the Easement Plan shall be referred to herein as the "**Easement Area**". A copy of the Easement Plan is attached hereto as **Exhibit A** and incorporated herein by this reference. A legal description of the Easement Area is attached hereto as **Exhibit B-1** and incorporated herein by this reference.
2. In addition to the above-granted rights, Grantee shall have the right of temporary use and entry upon, across and over that area of land on the Easement Parcel more particularly shown on the Easement Plan as "Temporary Workspace Easement" to be used during construction and installation of the Facilities (the "**Temporary Workspace Area**"). Grantee's right of use and entry with respect to the Temporary Workspace Area shall expire twenty-four (24) months from the date hereof. A legal description of the Temporary Workspace Area is attached hereto as **Exhibit B-2** and incorporated herein by this reference.
3. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, without limitation, the perpetual right, upon twenty-four (24) hours' notice (except in an emergency), during reasonable time or times, to enter upon the

Easement Area at such point or points as Grantee may deem expedient or necessary for the purpose of exercising its rights under this Easement Agreement.

4. Grantee shall have the right within the Easement Area to install security fencing and access gate(s), cut trees and shrubbery or perform other work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of said valve vaults and all appurtenances thereto, in each case subject to obtaining all necessary permits, if any. Upon any disturbance by Grantee of the Easement Area, Grantee shall restore the disturbed area to its prior condition or as close thereto as reasonably possible; provided, however, Grantee shall have no obligation to plant or replant trees and shrubbery in the Easement Area. Grantee agrees, as long as and to the extent Grantee uses the Easement Area, Grantee will repair and maintain the Easement Area, at its sole cost and expense, in a reasonable manner (including, but not limited to, snow, ice and debris removal, and landscaping).
5. Any valve vaults, and all appurtenances thereto installed by Grantee on, in or under the Easement Area from time to time shall be and remain the property of Grantee and shall be maintained, repaired and replaced as required by Grantee. Grantor agrees for itself and its successors and assigns that neither Grantor, nor any servant, agent, employee of Grantor, its successors or assigns, shall have any ownership in, and/or right of attachment or other access to, the Facilities, without the prior written consent of the Grantee. Grantor has no obligation to repair, maintain or replace said lines, pipes or mains, unless necessitated by Grantor's negligence in which case Grantor shall be responsible for all costs and expenses pertaining thereto including but not limited to (i) Grantee's attorneys' fees and (ii) any claims arising from Grantor's negligence.
6. Grantor covenants and agrees, for itself, its heirs, successors and assigns, that it will not (1) disturb or damage said valve vaults and appurtenances; (2) build, erect, construct, or allow to be built, erected, or constructed any buildings, structures or other improvements in the Easement Area; (3) allow planting of trees or shrubbery in the Easement Area; (4) attach anything temporarily or permanently, to any property of Grantee in the Easement Area; and (5) dump, place, store, or allow to be dumped, placed or stored, any dirt, gravel or other earth material or other fill in the Easement Area, all other than by or on behalf of Grantee, without the prior express approval of Grantee, which approval shall not be unreasonably withheld or delayed.
7. Grantor further covenants and agrees, for itself, its heirs, successors and assigns, that it will not remove, excavate, cut, or allow to be removed, excavated or cut any dirt, gravel, earth material or other material from the Easement Area, other than by or on behalf of Grantee, without the prior express approval of Grantee, which approval shall not be unreasonably withheld or delayed.
8. Grantor further agrees that it shall not convey, without prior approval of Grantee, any new or additional easements to any third parties within or across the Easement Area which may, in the opinion of Grantee, (1) interfere with the exercise of any of the rights and/or easements granted herein to such Grantee, and/or (2) may create a hazard.
9. The Easement and the rights and interests granted herein run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
10. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
11. Upon expiration or earlier termination of this Easement Agreement, Grantee shall be responsible for restoring the Premises to the Existing Condition, including, but without limitation, that there be no tripping hazards left on the Premises.
12. Grantee hereby agrees to defend, indemnify and hold harmless Grantor and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses,

judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of Grantee, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with the exercise of Grantee's rights under this Easement Agreement except such Claims caused by or resulting from the negligence or willful act of the Grantor or its officers, agents, servants or employees.

13. (a) Grantee shall purchase from and maintain, with a company or companies with an A- or greater A.M. Best & Co. rating acceptable to Grantor and lawfully authorized to do business in the State of Connecticut, such insurance as will protect Grantor, the New Haven Board of Education (the "BOE") and Grantee from all Claims which may arise out of or result from the exercise of Grantee's rights under this Easement Agreement and/or by Grantor's contractors and subcontractors and other invitees or permittees who may use or enter upon the Easement Area pursuant to this Easement Agreement for which Grantee is or may be legally liable.
- (b) Grantee shall not act nor permit any actions on or at the Easement Area which are or may be contrary to law or which will invalidate or be in conflict with any policy of insurance at any time carried by or for the benefit of Grantee and/or the BOE hereunder.
- (c) Without prejudice to the generality of Section 12(a) above, Grantee shall obtain and maintain and shall be responsible for ensuring that all contractors and subcontractors shall obtain and maintain, Commercial General Liability coverage including:

(i) a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate;

(ii) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000);

(iii) Medical Payments Liability Limit of not less than Five Thousand Dollars (\$5,000);

which may be provided by a combination of an Umbrella and/or Excess Liability policy(ies).

- (d) Coverage must include the following endorsements:

(i) Blanket Contractual Liability for liability assumed under this Easement Agreement;

(ii) Severability of Interests; and

(iii) that the insurance provided is to be primary for Grantor, the BOE and all other indemnitees named in this Easement Agreement.

- (e) Grantee must carry and shall be responsible for ensuring that all contractors and subcontractors carry, Workers' Compensation insurance as follows:

(i) Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction.

(ii) Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

(iii) Extensions of Coverage requires:

Other States Endorsement

Amendment of the Notice of Occurrence

Thirty (30) day written notice of cancellation or non-renewal.

- (f) The insurance required hereunder shall be written for not less than the limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption for so long as this Easement Agreement shall remain in full force and effect.
- (g) For all policies required hereunder, Grantee hereby waives (or shall cause to be waived) subrogation against Grantor, the BOE and any and all other indemnitees, and all such policies shall name Grantor and the BOE as Certificate Holders and, except for Worker's Compensation, additional insureds. Further, each such policy shall provide that Grantee will endeavor to give a minimum of thirty (30) days' written notice to Grantor prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage. Grantee shall furnish Grantor with the insurance policy(ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations hereunder on or prior to the commencement of this Easement Agreement, and thereafter upon any renewal or replacement of the same.
- (h) Grantee shall notify Grantor whenever fifty percent (50%) of the aggregate limits required hereunder are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, Grantee agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Grantee.
- (i) Unless requested otherwise by Grantor, Grantee and Grantee's insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of Claims or in the defense of any suit brought against Grantor.
- (j) Any deductible or self-insured retention must be declared to, and approved by, Grantor. All deductibles or self-insured retentions are the sole responsibility of Grantee to pay and/or to indemnify Grantor.

**TO HAVE AND TO HOLD** all Grantor's right, title and interest in the above granted and bargained Easement and right of way and their appurtenances to Grantee, its successors and assigns forever.

[Remainder of page intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

WITNESSES

CITY OF NEW HAVEN

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Its  
Hereunto Duly Authorized

\_\_\_\_\_  
Name:

APPROVED AS TO FORM AND  
CORRECTNESS

By: \_\_\_\_\_  
John R. Ward, Special Counsel to  
Economic Development

STATE OF CONNECTICUT :  
:  
COUNTY OF NEW HAVEN :

ss: New Haven \_\_\_\_\_, 2024

Personally appeared \_\_\_\_\_ of the City of New Haven, Connecticut, a political subdivision of the State of Connecticut, signer and sealer of the within instrument, who acknowledged that the signing and sealing thereof was his/her free act and deed as such \_\_\_\_\_ and the free act and deed of said political subdivision, before me.

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

WITNESSES

SOUTH CENTRAL CONNECTICUT REGIONAL  
WATER AUTHORITY

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Sunder Lakshminarayanan  
Its Vice President Engineering and  
Environmental Services  
Hereunto Duly Authorized

\_\_\_\_\_  
Name:

STATE OF CONNECTICUT :  
:  
COUNTY OF NEW HAVEN :

ss: New Haven

\_\_\_\_\_, 2024

Personally appeared Sunder Lakshminarayanan, Vice President Engineering and Environmental Services of the South Central Connecticut Regional Water Authority, Connecticut, a political subdivision of the State of Connecticut, signer and sealer of the within instrument, who acknowledged that the signing and sealing thereof was his free act and deed as such Vice President Engineering and Environmental Services and the free act and deed of said subdivision, before me.

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

DRAFT

EXHIBIT A

The Easement Plan

[See attached]

DRAFT



EXHIBIT B-1

The Easement Area

Beginning at a point on the westerly street line of Barnes Avenue, said point being the northeasterly most corner of land now or formally the City of New Haven School (#125 Barnes Avenue, New Haven).

Thence at a bearing S 34°35'50" W a distance of 168.75 feet to a point on the northern street line of Foxon Boulevard (Connecticut Route 80).

Thence along Foxon Boulevard at a bearing N 61°47'55" W a distance of 85.72 feet.

Thence at a bearing N 28°12'05" E a distance of 23.92 feet.

Thence along a curve turning to the left having an interior angle of 52°53'32", a radius of 124.55 feet and an arc length of 114.98 feet.

Thence at a bearing N 37°09'03" E a distance of 34.60 feet.

Thence at a bearing N 32°56'41" E a distance of 26.03 feet to the westerly street line of Barnes Avenue.

Thence along Barnes Avenue following a curve turning to the left with an interior angle of 07°07'01", a radius of 250.00 feet and an arc length of 31.05 feet to the Point of Beginning.

Said parcel has an area of 8,231± square feet (0.19± acres).

DRAFT

EXHIBIT B-2

The Temporary Workspace Area

Beginning at a point on the westerly street line of Barnes Avenue, said point being the northeasterly most corner of land now or formally the City of New Haven School (#125 Barnes Avenue, New Haven).

Thence at a bearing S 34°35'50" W a distance of 168.75 feet to a point on the northern street line of Foxon Boulevard (Connecticut Route 80).

Thence along Foxon Boulevard at a bearing N 61°47'55" W a distance of 85.72 feet to the TRUE POINT OF BEGINNING.

Thence at a bearing N 61°47'55" W a distance of 16.50 feet.

Thence at a bearing N 27°43'01" E a distance of 17.03 feet.

Thence along a curve turning to the left with an interior angle of 08°14'00", a radius of 124.55 feet, and an arc length of 17.90 feet.

Thence at a bearing S 28°12'05" W a distance of 23.92 feet to the True Point of Beginning.

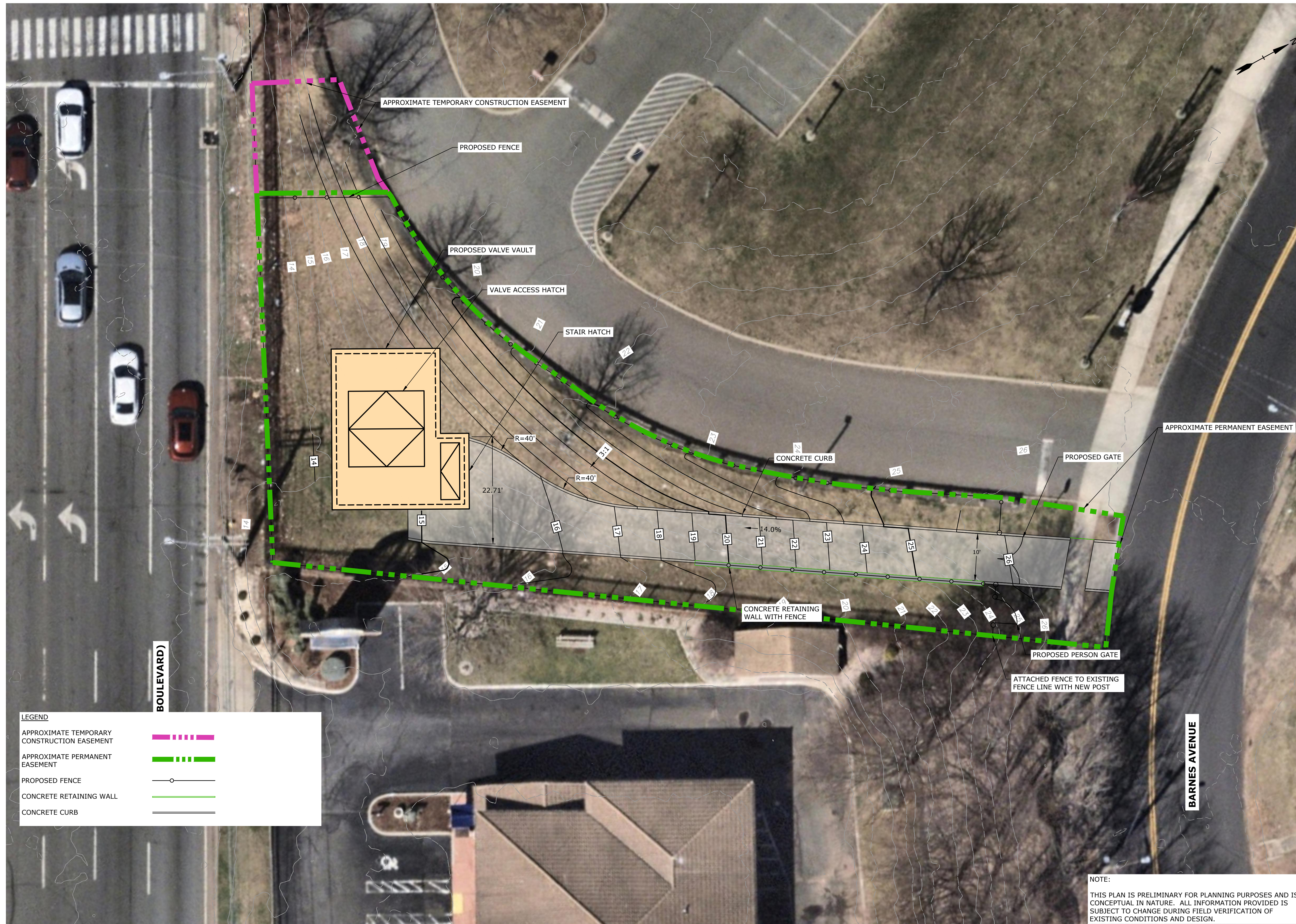
Said parcel has an area of 336± square feet (0.01± acres).

**Ross Woodward School Site**

**NOT FOR CONSTRUCTION**

**Route 80 Control Valve Improvements - Preliminary Design**

South Central Connecticut Regional Water Authority  
New Haven, CT



**LEGEND**

APPROXIMATE TEMPORARY CONSTRUCTION EASEMENT	
APPROXIMATE PERMANENT EASEMENT	
PROPOSED FENCE	
CONCRETE RETAINING WALL	
CONCRETE CURB	

**NOTE:**  
THIS PLAN IS PRELIMINARY FOR PLANNING PURPOSES AND IS CONCEPTUAL IN NATURE. ALL INFORMATION PROVIDED IS SUBJECT TO CHANGE DURING FIELD VERIFICATION OF EXISTING CONDITIONS AND DESIGN.

MARK	DATE	DESCRIPTION
PROJECT NO:	S1889-A28	
DATE:	09/12/2024	
FILE:	S1889-A28-C-CONCEPT-2.dwg	
DRAWN BY:	NDG/EG	
DESIGNED/CHECKED BY:	APW	
APPROVED BY:	AW/CL	

ROUTE 80 CONCEPT PLAN

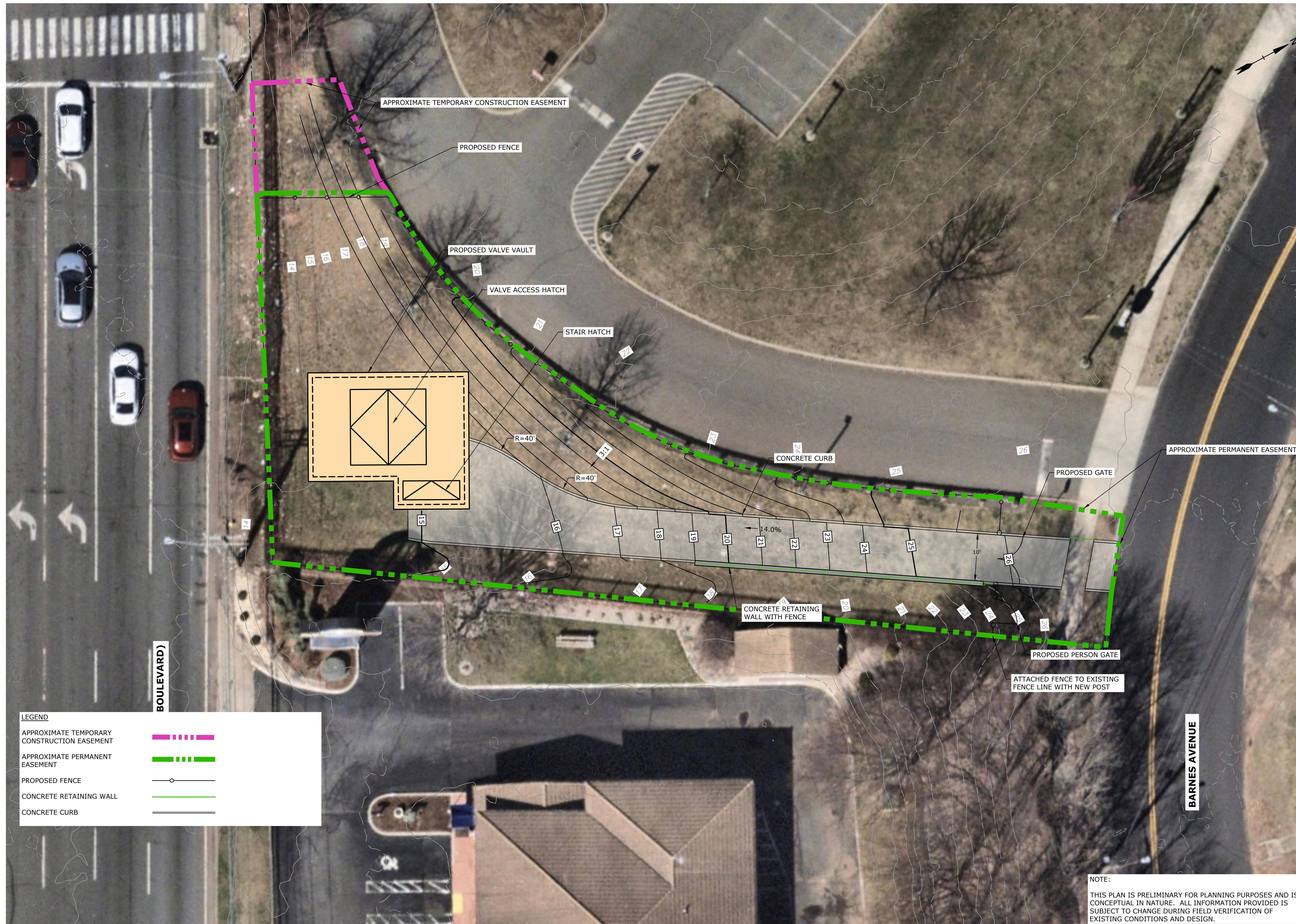
SCALE: AS SHOWN

**Ross Woodward School Site**

**NOT FOR CONSTRUCTION**

**Route 80 Control Valve Improvements - Preliminary Design**

South Central Connecticut Regional Water Authority  
New Haven, CT



**LEGEND**

APPROXIMATE TEMPORARY CONSTRUCTION EASEMENT	
APPROXIMATE PERMANENT EASEMENT	
PROPOSED FENCE	
CONCRETE RETAINING WALL	
CONCRETE CURB	

**NOTE:**  
THIS PLAN IS PRELIMINARY FOR PLANNING PURPOSES AND IS CONCEPTUAL IN NATURE. ALL INFORMATION PROVIDED IS SUBJECT TO CHANGE DURING FIELD VERIFICATION OF EXISTING CONDITIONS AND DESIGN.

SCALE: 1" = 10'

MARK	DATE	DESCRIPTION
PROJECT NO:	S1889-A28	
DATE:	09/12/2024	
FILE:	S1889-A28-C-CONCEPT-4.dwg	
DRAWN BY:	NDG/EG	
DESIGNED/CHECKED BY:	APW	
APPROVED BY:	AW/CL	

BARNES AVE. CONCEPT PLAN

SCALE: AS SHOWN



**VIEW 1 - FROM SCHOOL DRIVEWAY LOOKING SOUTH**



**VIEW 2 - FROM RTE. 80 LOOKING NORTH**

**Ross Woodward  
School Site**

**NOT FOR  
CONSTRUCTION**

**Route 80  
Throttling  
Valve  
Replacement  
Site  
Evaluation**

South Central  
Connecticut  
Regional Water  
Authority  
New Haven, CT


MARK	DATE	DESCRIPTION
PROJECT NO:	S1889-A28	
DATE:	09/16/2024	
FILE:	S1889-A28-G-TITL_VIEWS.dwg	
DRAWN BY:	-	
DESIGNED/CHECKED BY:	-	
APPROVED BY:	-	

CONCEPT VIEWS

SCALE: NO SCALE



**VIEW 1 - FROM SCHOOL DRIVEWAY LOOKING SOUTH**



**VIEW 2 - FROM RTE. 80 LOOKING NORTH**

**Ross Woodward  
School Site**

**NOT FOR  
CONSTRUCTION**

**Route 80  
Throttling  
Valve  
Replacement  
Site  
Evaluation**

South Central  
Connecticut  
Regional Water  
Authority  
New Haven, CT

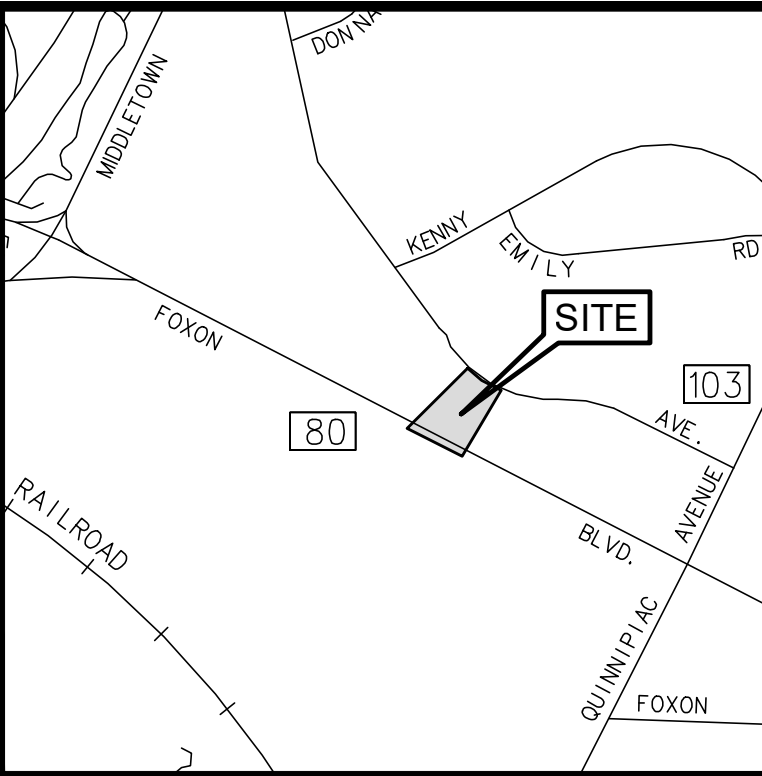

MARK	DATE	DESCRIPTION
PROJECT NO:	S1889-A28	
DATE:	09/16/2024	
FILE:	S1889-A28-G-TITL_VIEWS.dwg	
DRAWN BY:	-	
DESIGNED/CHECKED BY:	-	
APPROVED BY:	-	

CONCEPT VIEWS

SCALE: NO SCALE

**LEGEND**

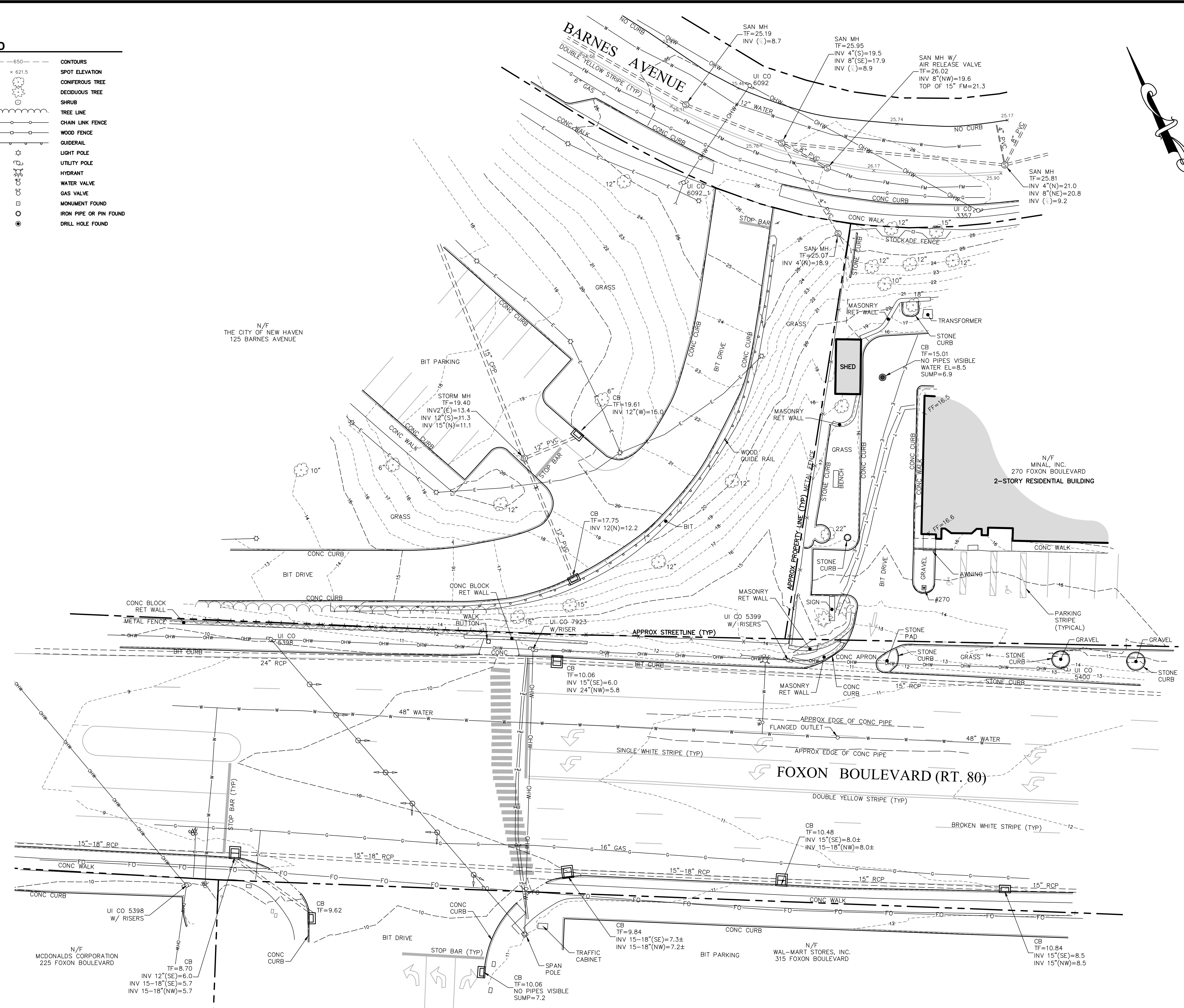
--- PROPERTY LINE	--- 650' CONTOURS	○ SPOT ELEVATION
--- RIGHT OF WAY	--- x 601.5	○ CONFEROUS TREE
--- EASEMENT LINE	○	○ DECIDUOUS TREE
--- STONE WALL	○	○ SHRUB
--- STRUCTURE	○	--- TREE LINE
--- EDGE OF PAVEMENT	○	--- CHAIN LINK FENCE
--- TEST BORING	○	--- WOOD FENCE
--- CATCH BASIN	○	--- GUIDERAIL
--- STORM MANHOLE	○	○ LIGHT POLE
○ SANITARY MANHOLE	○	○ UTILITY POLE
○ UNKNOWN MANHOLE	○	--- HYDRANT
--- WATER	○	--- WATER VALVE
--- GAS	○	--- GAS VALVE
--- ELECTRIC	○	--- MONUMENT FOUND
--- TELEPHONE	○	○ IRON PIPE OR PIN FOUND
--- FIBER OPTIC LINE	○	○ DRILL HOLE FOUND
--- OVERHEAD WIRES	○	
--- SANITARY	○	



**LOCATION MAP**  
NOT TO SCALE

**SURVEY NOTES:**

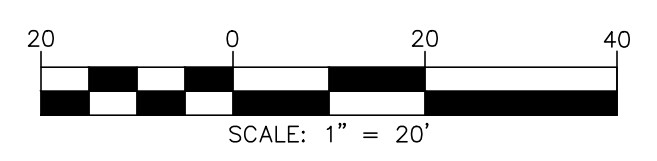
- THIS SURVEY (OR MAP) HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH 20-300b-20 AS REVISED ON OCTOBER 26, 2016, AND THE STANDARDS AND SUGGESTED METHODS AND PROCEDURES FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC ON AUGUST 29, 2019.
  - A. THE TYPE OF SURVEY PERFORMED IS AN IMPROVEMENT LOCATION SURVEY.
  - B. NO BOUNDARY DETERMINATION/OPINION IS MADE. THE PROPERTY LINES DEPICTED HEREON ARE FROM THE STATE OF CONNECTICUT GIS DATA AND ARE APPROXIMATE.
  - C. THIS SURVEY CONFORMS TO HORIZONTAL ACCURACY CLASS A-2, VERTICAL ACCURACY CLASS V-3, AND TOPOGRAPHIC ACCURACY CLASS T-3.
- THE ELEVATIONS DEPICTED HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM (NAVD 88) ESTABLISHED UTILIZING GNSS SURVEY METHODS IN FEBRUARY 2024.
- NORTH DEPICTED HEREON IS BASED UPON THE NORTH AMERICAN DATUM (NAD 83) ESTABLISHED UTILIZING GNSS SURVEY METHODS IN FEBRUARY 2024.
- UTILITY INFORMATION DEPICTED HEREON IS APPROXIMATE AND IS BASED ON VISIBLE EVIDENCE OF SURFACE AND OVERHEAD STRUCTURE LOCATIONS AND AS COMPILED FROM EXISTING RECORD MAPPING AVAILABLE DURING THE PREPARATION OF THE SURVEY. ALL CONTRACTORS SHOULD CONTACT "CALL BEFORE YOU DIG" AT 1(800)922-4455 FOR VERIFICATION OF UTILITY INFORMATION PRIOR TO START OF ANY WORK.



THIS MAP IS VALID AND AUTHORIZED BY THE BELOW SIGNATORY WHEN AND ONLY WHEN ACCOMPANIED WITH A BLUE LIVE SIGNATURE, A STAMPED SEAL IN BLUE INK AND A LIVE EMBOSSED SEAL OVER THE SIGNATURE'S NAME. ANY OTHER REPRODUCTIONS SHALL BE CONSIDERED UNAUTHORIZED

To my knowledge and belief, this map is substantially correct as noted hereon.

Todd A. Andrews, P.L.S. Conn. # 70001



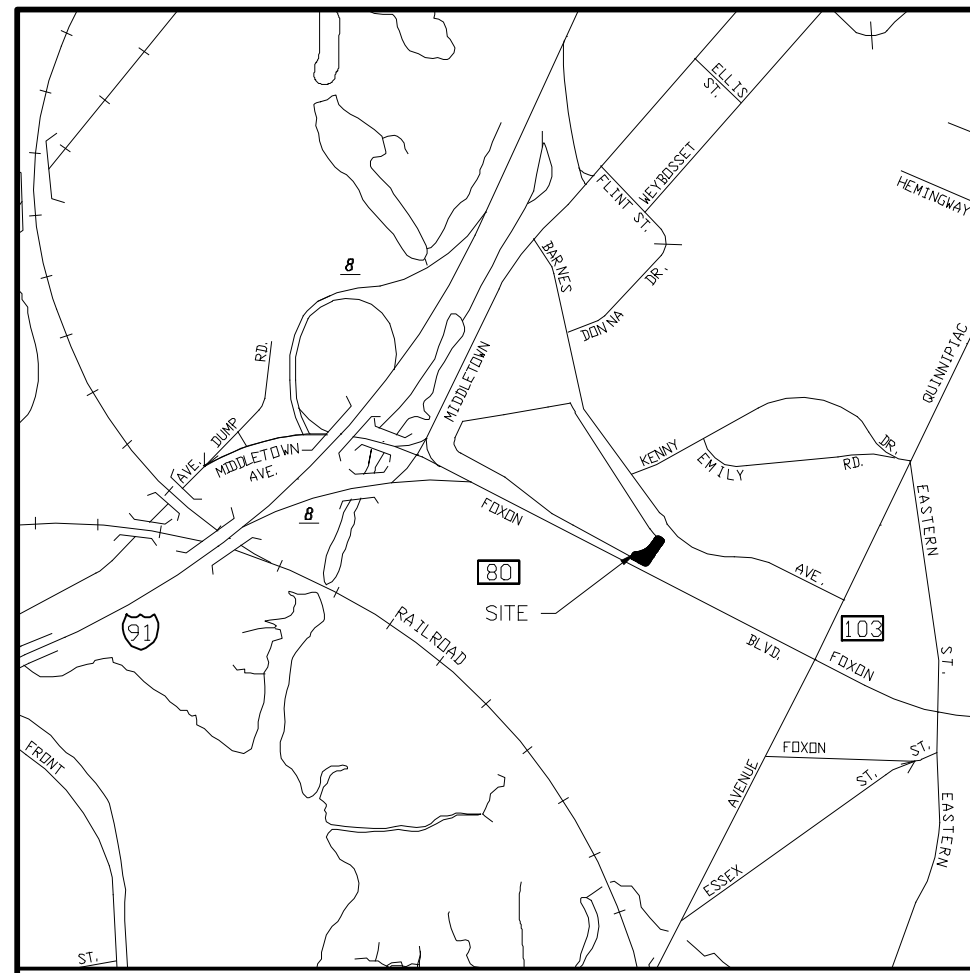
**PEREIRA ENGINEERING, LLC**  
Civil • Environmental • Land Surveying  
One Enterprise Drive, Suite 312 Phone: (203) 944-9944  
Shelton, CT 06484 Fax: (203) 944-9945

REVISIONS		
NO.	DATE	REMARKS

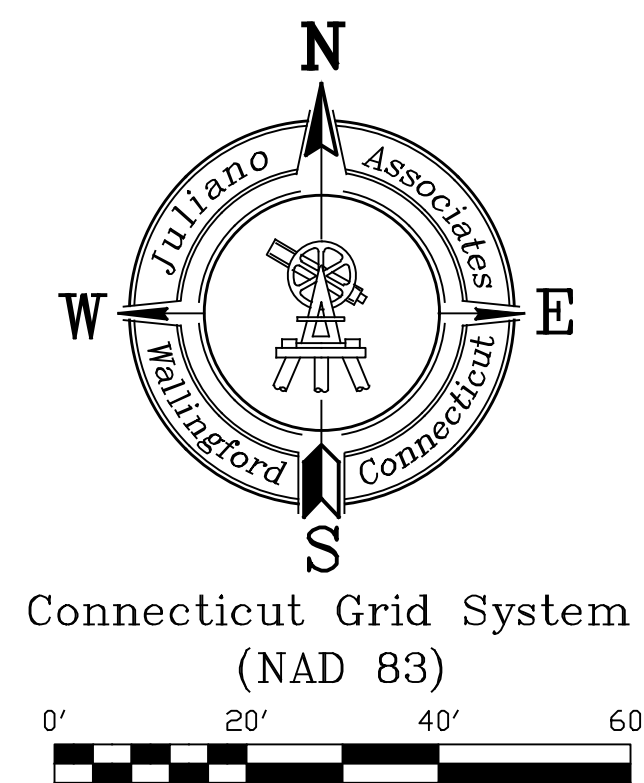
**IMPROVEMENT LOCATION SURVEY**  
OF PROPERTY LOCATED AT  
FOXON BOULEVARD (ROUTE 80) & 125 BARNES AVENUE  
NEW HAVEN, CONNECTICUT  
PREPARED FOR  
REGIONAL WATER AUTHORITY

COPYRIGHT © 2024  
DATE: AUGUST 7, 2024  
SCALE: 1"=20'  
DWG: TAA FLD: DLC  
SHEET 1 OF 1  
CAD REF. NO. 1532SURV2

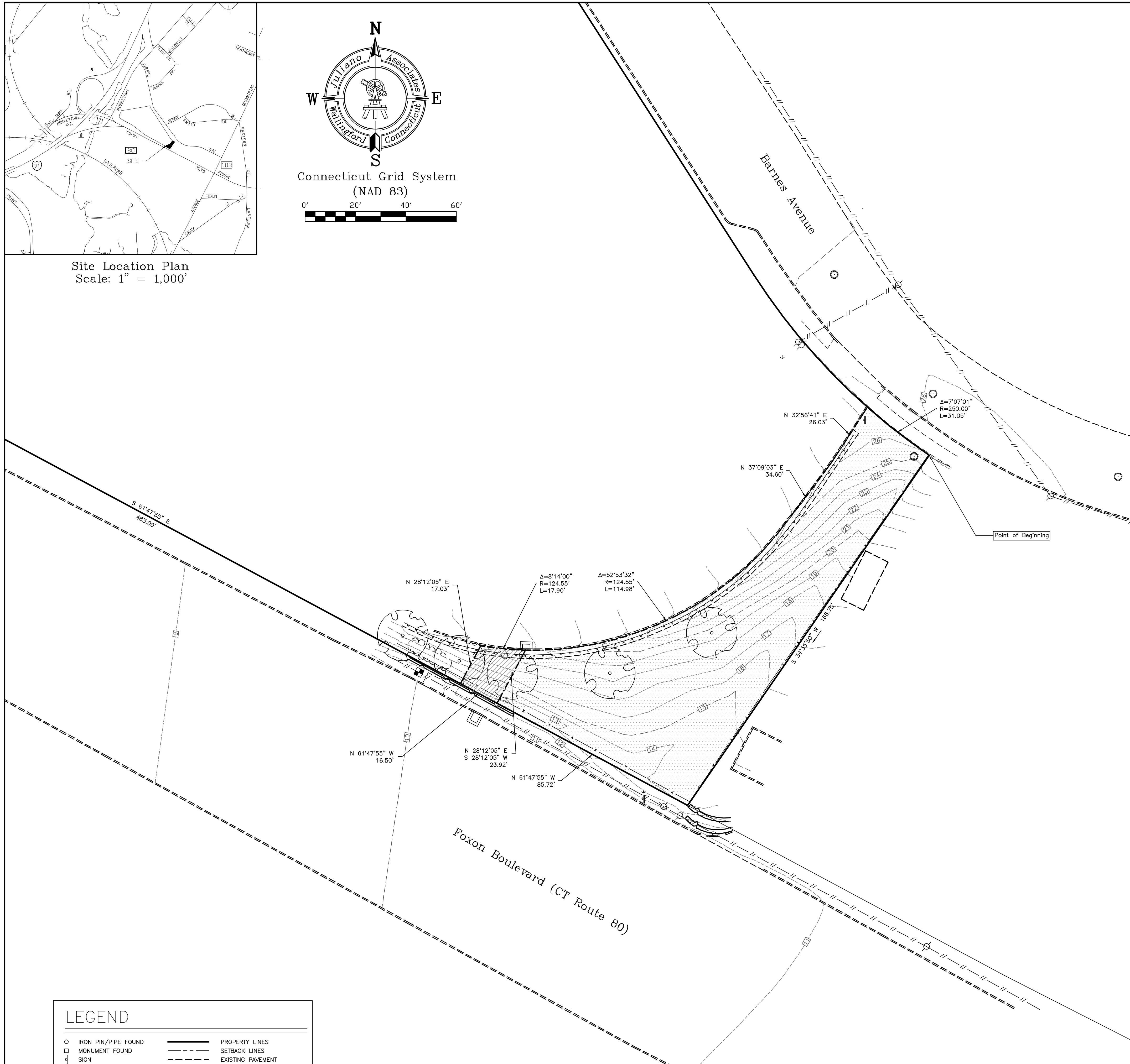
C:\1532\dwg\1532SURV2.dwg, Sheet 1, 8/26/2024 12:40:51 PM, total: 11



Site Location Plan  
Scale: 1" = 1,000'



Connecticut Grid System  
(NAD 83)



Permanent Easement

Beginning at a point on the westerly street line of Barnes Avenue, said point being the northeasterly most corner of land now or formerly the City of New Haven School (#125 Barnes Avenue, New Haven).

Thence at a bearing S 34°35'50" W a distance of 168.75 feet to a point on the northern street line of Foxon Boulevard (Connecticut Route 80).

Thence along Foxon Boulevard at a bearing N 61°47'55" W a distance of 85.72 feet.

Thence at a bearing N 28°12'05" E a distance of 23.92 feet.

Thence along a curve turning to the left having an interior angle of 52°53'32", a radius of 124.55 feet and an arc length of 114.98 feet.

Thence at a bearing N 37°09'03" E a distance of 34.60 feet.

Thence at a bearing N 32°56'41" E a distance of 26.03 feet to the westerly street line of Barnes Avenue.

Thence along Barnes Avenue following a curve turning to the left with an interior angle of 7°07'01", a radius of 250.00 feet and an arc length of 31.05 feet to the Point of Beginning.

Said easement has an area of 8,231± square feet (0.19± acres).

Temporary Workspace Easement

Beginning at a point on the westerly street line of Barnes Avenue, said point being the northeasterly most corner of land now or formerly the City of New Haven School (#125 Barnes Avenue, New Haven).

Thence at a bearing S 34°35'50" W a distance of 168.75 feet to a point on the northern street line of Foxon Boulevard (Connecticut Route 80).

Thence along Foxon Boulevard at a bearing N 61°47'55" W a distance of 85.72 feet to the TRUE POINT OF BEGINNING.

Thence at a bearing N 61°47'55" W a distance of 16.50 feet.

Thence at a bearing N 28°12'05" E a distance of 17.03 feet.

Thence along a curve turning to the left with an interior angle of 8°14'00", a radius of 124.55 feet, and an arc length of 17.90 feet.

Thence at a bearing S 28°12'05" W a distance of 23.92 feet to the True Point of Beginning.

Said easement has an area of 336± square feet (0.01± acres).

SURVEYOR'S NOTES:

- THIS SURVEY AND MAP HAVE BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THRU 20-300b-20, AS REVISED.
- THE TYPE OF SURVEY PERFORMED IS A LIMITED PROPERTY/BOUNDARY SURVEY-EASEMENT MAP AND IS INTENDED TO DEPICT THE POSITION OF A PROPOSED EASEMENT WITH RESPECT TO BOUNDARY MONUMENTATION RECOVERED OR SET; PRINCIPAL IMPROVEMENTS AND FEATURES; OTHER EASEMENTS OF RECORD; AND UNRESOLVED CONFLICTS WITH MAPS AND DEEDS OF RECORD.
- THE BOUNDARY DETERMINATION CATEGORY IS A DEPENDENT RESURVEY WITH RESPECT TO THE BOUNDARY PERIMETER AND AN ORIGINAL SURVEY WITH RESPECT TO THE EASEMENT.
- THIS SURVEY CONFORMS TO A HORIZONTAL ACCURACY STANDARD OF CLASS A-2 AND A VERTICAL ACCURACY STANDARD OF CLASS V-2. TOPOGRAPHY AS DEPICTED HEREON CONFORMS TO AN ACCURACY STANDARD OF CLASS 1-2.
- AZIMUTHS AND COORDINATES ARE BASED UPON THE CONNECTICUT GRID SYSTEM NORTH AMERICAN DATUM OF 1983. ELEVATIONS BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988, BOTH DATUMS ESTABLISHED BY GPS.
- THE PROPERTY IS LOCATED WITHIN A RESIDENTIAL RM-1 ZONE.
- THE AREA OF THE PROPOSED EASEMENT IS 8,231± SQUARE FEET (0.19± ACRES).
- THE PROPERTY IS DESIGNATED ON THE NEW HAVEN ASSESSOR'S RECORDS AS PARCEL 127-1050-00100.
- REFERENCE IS MADE TO THE FOLLOWING MAP(S):
  - PROPERTY AND TOPOGRAPHIC SURVEY MAP, BETSY ROSS SCHOOL AND LAND TO BE ACQUIRED FROM MICHAEL QUOKA, BARNES AVENUE & FOXON BOULEVARD NEW HAVEN, SCALE 1"=40', DATED DEC. 18, 2000, MAP PREPARED BY DECARLO & DOLL, INC.
  - CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF NEW HAVEN, FOXON ROAD FROM THE EAST HAVEN TOWN LINE WESTERLY TO MIDDLETOWN AVE., SCALE 1"=40', DATED 10-66, SHEET NO. 2A, MAP PREPARED BY THE CONNECTICUT STATE HIGHWAY DEPARTMENT.
  - CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF NEW HAVEN, FOXON ROAD FROM THE EAST HAVEN TOWN LINE WESTERLY TO MIDDLETOWN AVE., SCALE 1"=40', DATED 10-66, SHEET NO. 2A, MAP PREPARED BY THE CONNECTICUT STATE HIGHWAY DEPARTMENT.
- PROPERTY IS SUBJECT/PRIVILEGED TO OTHER RIGHTS, RESTRICTIONS, ENCUMBRANCES, COVENANTS, EASEMENTS, ETC. AS THE RECORD MAY APPEAR.
- THIS BOUNDARY OPINION WAS MADE AND SURVEY MAP PREPARED FROM INFORMATION CONTAINED IN DEEDS AND MAPS OF RECORD, ALONG WITH PHYSICAL EVIDENCE LOCATED DURING THE FIELD SURVEY.

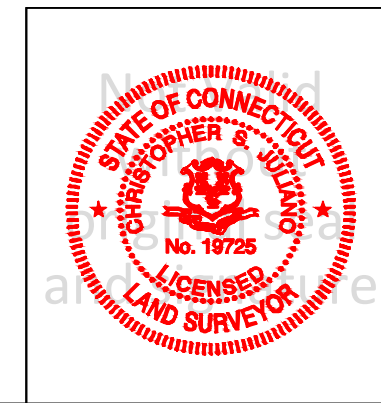
LEGEND	
○ IRON PIN/PIPE FOUND	— PROPERTY LINES
□ MONUMENT FOUND	- - - SETBACK LINES
⊕ SIGN	- · - · - EXISTING PAVEMENT
⊕ MANHOLE	- x - FENCE
⊕ EXISTING PEDESTRIAN SIGNAL	- · - · - 2' CONTOUR LINE
⊕ ANCHOR	- · - · - 10' CONTOUR LINE
⊕ UTILITY POLE	- · - · - EXISTING RETAINING WALL
⊕ CATCH BASIN	- · - · - TREE/BRUSH LINE
⊕ DOUBLE CATCH BASIN	▨ PERMANENT EASEMENT
⊕ TREE	▨ TEMPORARY WORKSPACE EASEMENT

To the best of my knowledge and belief this map is substantially correct as noted hereon.

*Christopher S. Juliano*  
Christopher S. Juliano, LS #19725 09/26/24  
Date

This survey is not valid unless it contains the live signature and seal of the above noted professional. Subsequent revisions to this plan other than by the original surveyor effectually void this certification.

REVISIONS	
DATE	DESCRIPTION



**Juliano Associates, LLC**  
Engineers & Surveyors  
Established 1973  
405 Main Street (Yalesville)  
Wallingford, Connecticut 06492  
Voice (203)265-1489 Fax (203)949-1523  
www.JulianoAssociates.com  
JulianoAssociatesLLC@gmail.com

**Limited Property/Boundary Survey  
Easement Map**  
Prepared For  
**South Central Regional Water Authority**  
for  
**#125 Barnes Avenue**  
**New Haven, Connecticut**

Project no.:	20-101	Date:	09/20/24	Scale:	1" = 20'
Work map:	JDIMEO	Checked:	ZGEORGINA	Sheet:	1 of 1
Final map:	CJULIANO	Released:	CJULIANO	Revision:	0

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## CHECK LIST FOR ALDERMANIC SUBMISSIONS

<b>X</b>	Cover Letter
<b>X</b>	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
<b>X</b>	Prior Notification Form
<b>X</b>	Fiscal Impact Statement - Should include comprehensive budget
<b>X</b>	Supporting Documentation (if applicable)

### IN ADDITION [IF A GRANT]:

	Notice of Intent
	Grant Summary
	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: November 1<sup>st</sup>, 2024

Meeting Submitted For: November 18<sup>th</sup>, 2024

Regular or Suspension Agenda: Regular

Submitted By: Arlevia T. Samuel, Deputy EDA

**Title of Legislation:**

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN  
AUTHORIZING THE CITY OF NEW HAVEN TO ENTER INTO A COOPERATION  
AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN  
AND GLENDOWER GROUP, INC. AND ST. LUKE'S DEVELOPMENT  
CORPORATION AND ST. LUKE'S GLENDOWER LLC, WITH RESPECT TO THE  
REDEVELOPMENT OF 117-125 & 129 WHALLEY AVENUE, 10-12 DICKERMAN  
STREET, AND 34-36 SPERRY STREET (INCLUDING A TAX ABATEMENT  
PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF ORDINANCES)

Comments: Legistar File ID: LM-2024-0670

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Coordinator's Signature: 

Controller's Signature (if grant): \_\_\_\_\_

Mayor's Office Signature: 

Call (203) 946-7670 or email [azhnay@newhavenct.gov](mailto:azhnay@newhavenct.gov) with any questions.



Arlevia T. Samuel,  
Deputy, Economic  
Development  
Administrator

**City of New Haven**  
**Economic Development**  
**HOUSING ADMINISTRATION AND DEVELOPMENT**  
**165 Church Street**  
**New Haven, Connecticut 06510**



October 31, 2024

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

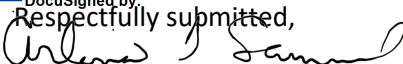
Re: ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE CITY OF NEW HAVEN TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND ST. LUKE'S DEVELOPMENT CORPORATION AND ST. LUKE'S GLENDOWER LLC, WITH RESPECT TO THE REDEVELOPMENT OF 117-125 & 129 WHALLEY AVENUE, 10-12 DICKERMAN STREET, AND 34-36 SPERRY STREET (INCLUDING A TAX ABATEMENT PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF ORDINANCES)

Dear Honorable Tyisha Walker-Myers:

The Housing Authority of the City of New Haven and Glendower Group, Inc. have begun to implement plans to redevelop 117-125 & 129 Whalley Avenue, 10-12 Dickerman Street, and 34-36 Sperry Street located in the City of New Haven, Connecticut. Housing Authority of the City of New Haven ("HANH"), Glendower Group Inc. ("Developer"), St. Luke's Development Corporation and St. Luke's Glendower LLC (collectively the "Owners"), respectively have been selected to carry out the developments which involves the ownership, operation, management, construction, and maintenance thereof.

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

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

DocuSigned by:  
Respectfully submitted,  
  
062C85BB66C14CF  
Arlevia T. Samuel

Deputy, Economic Development Administrator  
Housing Administration and Development

..title

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN  
AUTHORIZING THE CITY OF NEW HAVEN TO ENTER INTO A  
COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE  
CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND ST. LUKE'S  
DEVELOPMENT CORPORATION AND ST. LUKE'S GLENDOWER LLC, WITH  
RESPECT TO THE REDEVELOPMENT OF 117-125 & 129 WHALLEY AVENUE, 10  
12 DICKERMAN STREET, AND 34-36 SPERRY STREET (INCLUDING A TAX  
ABATEMENT PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF  
ORDINANCES)

..body

WHEREAS, the Housing Authority of the City of New Haven (“HANH”), Glendower Group Inc. (“Developer”), St. Luke’s Development Corporation and St. Luke’s Glendower LLC (collectively the “Owners”) have begun to implement plans to redevelop 117-125 & 129 Whalley Avenue, 10-12 Dickerman Street, and 34-36 Sperry Street located in the City of New Haven, Connecticut using funds received from the United States Department of Housing and Urban Development, together with other funding sources; and,

WHEREAS, pursuant to the revitalization effort, the Developer has been selected to carry out a certain redevelopment, at that location known as 117-125 & 129 Whalley Avenue, 10-12 Dickerman Street, and 34-36 Sperry Street situated in the City of New Haven (the “Project”). The Project involves ownership, operation, management, construction, and maintenance of development property; and,

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

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

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

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

NOW, THEREFORE BE IT ORDERED THAT the Mayor is authorized to execute the Cooperation Agreement, or a Cooperation Agreement substantially similar thereto, containing the Tax Agreements on behalf of the City of New Haven, and the City-Town

Clerk of the City of New Haven be and hereby is authorized and directed to impress and attest the official seal of the City of New Haven upon said Cooperation Agreement(s); and,

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

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

Alder Frank E. Douglass, Jr

WARD # **2**

DATE: **November 1, 2024**

FROM: Department/Office Economic Development/Housing Administration &  
Development

Person

Cathy Schroeter

Telephone

203/946-8274

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 BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE CITY OF NEW HAVEN TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND ST. LUKE'S DEVELOPMENT CORPORATION AND ST. LUKE'S GLENDOWER LLC, WITH RESPECT TO THE REDEVELOPMENT OF 117-125 & 129 WHALLEY AVENUE, 10 12 DICKERMAN STREET, AND 34-36 SPERRY STREET (INCLUDING A TAX ABATEMENT PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF ORDINANCES)

Check one if this an appointment to a Board or 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:** November 1, 2024  
**FROM (Dept.):** Office of Economic Development  
**CONTACT:** Cathy Schroeter (ccarbona@newhavenct.gov) PHONE (203) 946-8274

**SUBMISSION ITEM (Title of Legislation):**

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE CITY OF NEW HAVEN TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN AND GLENDOWER GROUP, INC. AND ST. LUKE'S DEVELOPMENT CORPORATION AND ST. LUKE'S GLENDOWER LLC, WITH RESPECT TO THE REDEVELOPMENT OF 117-125 & 129 WHALLEY AVENUE, 10 12 DICKERMAN STREET, AND 34-36 SPERRY STREET (INCLUDING A TAX ABATEMENT PURSUANT TO SECTION §28-4 OF THE NEW HAVEN CODE OF ORDINANCES)

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

	<b>GENERAL FUND</b>	<b>SPECIAL FUNDS</b>	<b>BOND FUNDING</b>	<b>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</b>
<b>A. Personnel</b>				
1. Initial start up	\$0		\$0	\$0
2. One-time	\$0		\$0	\$0
3. Annual	\$0		\$0	\$0
<b>B. Non-personnel</b>				
1. Initial start up	\$0		\$0	\$0
2. One-time	\$0		\$0	\$0
3. Annual	\$0		\$0	\$0

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

NO   
 YES

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

**Other Comments:** The annual payment of TAX - 49 X = \$22,050 with a 3% per annum increase over 39 years

\*amount *may be* off set with other funding secured for development

M&E REV. OCTOBER 9, 2024

CITY COOPERATION AGREEMENT

BY AND AMONG

CITY OF NEW HAVEN,

THE GLENDOWER GROUP, INC.,

ST. LUKE'S DEVELOPMENT CORPORATION

AND

ST. LUKE'S GLENDOWER LLC

WITH RESPECT TO

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

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



TABLE OF CONTENTS

<u>ARTICLE NUMBER AND SUBJECT</u>	<u>Page</u>
ARTICLE I DEFINITIONS .....	2
1.01 ACC Units.....	2
1.02 Affordable Housing.....	2
1.03 Affordable Units.....	2
1.04 Agreement.....	2
1.05 Authorized Representative.....	2
1.06 Calendar Year.....	2
1.07 City.....	2
1.08 City Real Estate Taxes.....	3
1.09 Construction Period.....	3
1.10 Developer.....	3
1.11 [INTENTIONALLY OMITTED].....	3
1.12 Developer Obligations.....	3
1.13 Force Majeure.....	3
1.14 Ground Lease.....	3
1.15 [INTENTIONALLY OMITTED].....	3
1.16 HUD.....	3
1.17 Lenders.....	3
1.18 Market Rate Units.....	3
1.19 Other Project Default.....	3
1.20 [INTENTIONALLY OMITTED].....	4
1.21 Project .....	4

1.22	RAD Requirements .....	4	
1.23	RAD Units .....	4	
1.24	Rental Units .....	4	
1.25	Section 8 PBV Units.....	4	
1.26	Section 8-39a Units.....	4	
1.27	State .....	4	
1.28	Tax Credit Investor .....	4	
1.29	Tax Credit Unit.....	4	
ARTICLE II FINANCIAL			
2.01	Project Financing.....	5	
ARTICLE III TAX AGREEMENTS.....			5
3.01	Rental Units. ....	5	
3.02	General Provisions .....	6	
ARTICLE IV ENVIRONMENTAL MATTERS .....			6
4.01	Environmental Matters.....	6	
4.02	Physical Inspections.....	6	
ARTICLE V THE PROJECT DEVELOPMENT – DEVELOPER'S OBLIGATIONS .....			7
5.01	Developer Obligations .....	7	
5.02	Zoning Matters.....	7	
5.03	Other Permits and Approvals.....	7	
5.04	Performance Shedule .....	7	
5.05	Rental Licenses/Inspections.....	8	
5.06	Other Developer Obligations .....	8	
5.07	Employment Requirements.....	8	

5.08	Insurance and Indemnification.....	8
5.09	Construction Fencing and Publicity.....	9
ARTICLE VI THE PROJECT DEVELOPMENT - CITY OBLIGATIONS.....		9
6.01	Government Approvals.....	9
ARTICLE VII MISCELLANEOUS RIGHTS AND OBLIGATIONS.....		10
7.01	Development Entities.....	10
7.02	Meetings of the City, SLDC, the Developer and Others .....	10
7.03	Licenses and Access .....	10
7.04	Project Monitoring and Reporting .....	10
ARTICLE VIII DISPUTE RESOLUTION; NOTICE TO TAX CREDIT INVESTOR.....		11
8.01	Developer Default.....	11
8.02	Arbitration.....	12
8.03	Lender and Tax Credit Investor Protection Provision. ....	13
ARTICLE IX MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS .....		14
9.01	Representations.....	14
9.02	General Agreements.....	14
9.03	Principles of Interpretation. ....	15
9.04	Property Management.....	18

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>	<u>Initial Section Reference</u>
A	The Redevelopment Site	Recital
B	Unit Mix	Recital
C	Site Plan	2.01
D	Sources and Uses Statement	
E	Development Schedule	5.04
F	SECTION 3/CEO/SCD/BABA	5.07
G	Minimum Performance Levels	9.04

## CITY COOPERATION AGREEMENT

THIS CITY COOPERATION AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, and is effective \_\_\_\_\_, 202\_, by and among the City of New Haven, a municipal corporation organized and existing pursuant to Connecticut General Statutes, with a chief executive office located at 165 Church Street, New Haven, Connecticut 06510 (the "City"), The Glendower Group, Inc., a Connecticut non-stock non-profit corporation with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06511 ("Glendower Group" or the "Developer"), St. Luke's Development Corporation, a Connecticut non-stock corporation with a principal place of business located at 111 Whalley Avenue, New Haven, Connecticut 06511 ("SLDC"), and St. Luke's Glendower LLC, a Connecticut limited liability company with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06511 ("Owner Entity").

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

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

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

WHEREAS, Developer and SLDC have agreed that the Redevelopment Site will be consist of an aggregate of up to fifty-five (55) residential units, of which forty-four (44) units will be Rental Assistance Demonstration Program based voucher units ("RAD Units"), and five (5) will be market-rate units, along with approximately four thousand eighty-eight (4,088) square feet of commercial/retail and community space, all subject to a unit mix as set forth in Exhibit B attached hereto, or as Developer and SLDC shall mutually determine appropriate (the "Project"). The RAD Units shall all be operated and maintained as qualified low-income units under section 42 of the internal revenue code of 1986, as amended ("section 42"), for a period of not less than the tax credit compliance period and any applicable extended use period (as such term is defined in section 42); and

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

WHEREAS, to effectuate the Project, Developer and SLDC formed Owner Entity as the single purpose entity which will, by a ground lease of up to ninety-eight (98) years, lease the Redevelopment Site and own the improvements on the real property comprising the Project; and

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

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

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

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

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

## **ARTICLE I DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

1.11 [INTENTIONALLY OMITTED]

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

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

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

1.15 [INTENTIONALLY OMITTED]

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

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

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

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

1.20 [INTENTIONALLY OMITTED].

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

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

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

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

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

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

1.27 "State" shall mean the State of Connecticut.

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

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

## ARTICLE II

### FINANCIAL

#### 2.01 Project Financing.

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

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## ARTICLE III

### TAX AGREEMENTS

#### 3.01 Rental Units.

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

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

(iii) Upon the expiration of the Construction Period, the annual sum payable with respect to the Affordable Units during the Tax Agreement Period shall be determined by multiplying the number of Affordable Units by the sum of Four Hundred Fifty And No/100 Dollars (\$450.00) (the "Base Rate"), and such Base Rate shall be increased annually with respect to each Rental Unit by three percent (3%) per annum (the "Escalation Rate"). Notwithstanding anything to the contrary contained herein, in no event shall the Base Rate, increased by the Escalation Rate, be an amount which exceeds the amount of real property taxes which would, but for this Agreement, otherwise be payable with respect to the Affordable Units.

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

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

(c) Notwithstanding the provisions in subsection 3.01(a) above, SLDC, the Developer, the then owner or other successor in interest to an Owner, or an Owner, as the case may be, shall have the right to appeal any assessment of the Rental Units available under Title 12 of the Connecticut General Statutes.

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

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

3.02. General Provisions.

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

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

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

**ARTICLE IV**

**ENVIRONMENTAL MATTERS**

4.01 Environmental Matters.

The Developer shall not itself, and Developer shall not permit any third parties with whom Developer contracts in regard to this Agreement, to bring onto the Redevelopment Site any (i) asbestos or asbestos-containing material or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute demolition, remediation or construction of the Project), or (iii) soil containing volatile organic compounds (collectively (i)-(iii) are the "Prohibited Substances"). Developer shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the Redevelopment Site resulting from a default under this Section. At such time that Developer enters into agreements with SLDC that provides Developer with site control of the Redevelopment Site, any indemnifications provided to SLDC by Developer pursuant to those agreements will extend to the City hereunder.

4.02 Physical Inspections.

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

## ARTICLE V

### THE PROJECT DEVELOPMENT— DEVELOPER'S OBLIGATIONS

#### 5.01 Developer Obligations.

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

#### 5.02 Zoning Matters.

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

#### 5.03 Other Permits and Approvals.

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

#### 5.04 Performance Schedule.

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

5.05 Rental Licenses/Inspections.

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

5.06 Other Developer Obligations.

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

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

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

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

5.07 Employment Requirements.

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

5.08 Insurance and Indemnification.

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

the Developer shall indemnify and hold harmless SLDC and the City and their respective agents and employees from and against all claims, damages, losses and expenses with respect to the Project, including, but not limited to, attorney's fees, arising out of or resulting from personal injury or property damage to the extent occasioned by the acts or omissions of the performance by the Developer of its obligations with respect to the Project or failure to conform to the requirements of this Agreement with respect to the Project. Such indemnity shall apply to any such claim, damage, loss or expense caused by anyone directly or indirectly employed by the Developer or anyone for whose acts the Developer may be liable, regardless of whether or not caused in part by a party indemnified hereunder. It is agreed, acknowledged and understood that the indemnification in this Section creates an obligation of the Developer only and no other party and only for claims, damages, losses and expenses arising during the Construction Period and/or the Tax Agreement Period.

5.09 Construction Fencing and Publicity.

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

**ARTICLE VI**

**THE PROJECT DEVELOPMENT – CITY OBLIGATIONS**

6.01 Government Approvals.

The City shall exercise reasonable efforts to expedite the Project through the efficient, timely processing and coordination of all matters relating to the Project in which it is involved. The City shall cooperate with and assist the Developer in procuring all approvals, permits, certificates and other governmental authorizations required for the Project and any municipal, state and federal law, including all relevant codes and regulations, provided that it is agreed and understood that the City shall not be responsible if any such authorizations are not forthcoming. It is further agreed and understood that the City does not have control of any state or federal agencies with respect to any such permits or approvals of or authorization, and that the City Plan Commission and the New Haven Board of Zoning Appeals are independent agencies which the City does not control.

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## ARTICLE VII

### MISCELLANEOUS RIGHTS AND OBLIGATIONS

#### 7.01 Development Entities.

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

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

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

#### 7.03 Licenses and Access.

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

#### 7.04 Project Monitoring and Reporting.

(a) The Developer shall provide the City with a copy of all monthly status reports provided to SLDC. In addition, the Developer shall deliver to the City by and through the City's Livable City Initiative (Administrative Services Division) copies of plans, payment requisitions including but not limited to lien waivers, notification of all project meetings, and construction

job site meetings, to enable the City to monitor the Cooperation Agreement on behalf of the City of New Haven. Developer agrees to enable the City to fulfill its obligations under this Section 7.04, upon execution and delivery of this Agreement, Developer shall pay an administrative fee of up to Ten Thousand and No/100 Dollars (\$10,000.00) to the City's Livable City Initiative to be deposited into the Housing Development Repayment Fund account.

(b) In furtherance of the BOA Order, SLDC, the Owners and the Developer shall report to the Board of Alders of the City of New Haven the status of the Project ten (10), twenty (20) and thirty (30) years from the Effective Date.

## ARTICLE VIII

### DISPUTE RESOLUTION; NOTICE TO TAX CREDIT INVESTOR

#### 8.01 Developer Default.

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

(b) In the event that the Developer (or the appropriate Development Entity) disputes the allegations of default, the Developer (or the appropriate Development Entity) shall, by no later than thirty (30) days following receipt of the City's or SLDC's notice of the nature of the default, given pursuant to Subsection (a), give notice to the City and SLDC of its intention to arbitrate, whereupon the provisions of Section 8.02 shall take effect.

(c) In the event that Developer (or the appropriate Development Entity) fails to commence or complete construction timely within the periods set forth in Article V and, in either instance, the Developer (or the appropriate Development Entity) further fails to cure the default as set forth in Subsection (a) and further fails to give notice to the City and SLDC of its intention to arbitrate, as set forth in Subsection (b), or, the matter involving either of such defaults has been resolved through arbitration in favor of the City or SLDC, the City or SLDC may, at their sole option, terminate this Agreement with respect to its obligations not expressly subject to the arbitration.

(d) Notwithstanding any of the foregoing, it is agreed and understood that the City or SLDC may, at the City's or SLDC's option, deliver notice of "Other Project Default". If Developer (or the appropriate Development Entity) fails to cure such Other Project Default within thirty (30) days (or, if the same is not susceptible of cure within such 30 day period, then if Developer (or the appropriate Development Entity) shall fail to commence a cure within such 30 day period and thereafter diligently completes the same), then the City or SLDC may give

notice of arbitration with respect thereto in accordance with the provisions of Section 8.02, and in the event that such arbitration proceedings shall be determined in favor of the City or SLDC, the City or SLDC shall have the right to enforce the decision of the Arbitrator in a court of competent jurisdiction, by way of specific performance.

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

#### 8.02 Arbitration.

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

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



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

8.03 Lender and Tax Credit Investor Protection Provision.

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

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

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

## ARTICLE IX

### MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

#### 9.01 Representations.

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

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

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

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

#### 9.02 General Agreements.

(a) Nothing contained in this Agreement, or in past or future transactions, shall create, or be deemed to create, any partnership, third-party beneficiary, principal agent, or joint venture relationship between the City, SLDC, the Owner, and Developer, except that the Development Entity's Lenders and Tax Credit Investors and each of their successor and assigns shall be deemed third party beneficiaries.

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

(c) To the extent that there are any technical modifications required which are not substantive changes requiring Board of Alders approval, the Economic Development Administrator of the City is authorized and empowered to execute and deliver such agreements and documents necessary to effectuate such modification(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

9.03 Principles of Interpretation.

In this Agreement:

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

If to the Developer:                      The Glendower Group, Inc.  
                                                          360 Orange Street  
                                                          New Haven, Connecticut 06511  
                                                          Attn: President

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

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

If to a Development Entity: St. Luke's Glendower LLC  
360 Orange Street  
New Haven, Connecticut 06511  
Attn: President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 9.04 Property Management.

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

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

[SIGNATURE PAGES FOLLOW]

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

Executed in the presence of:

\_\_\_\_\_

CITY OF NEW HAVEN

\_\_\_\_\_

By: \_\_\_\_\_  
Justin Elicker  
Mayor

APPROVED AS TO FORM  
AND CORRECTNESS:

By: \_\_\_\_\_  
Atty. Michael J. Pinto.  
Assistant Corporation Counsel

\_\_\_\_\_

THE GLENDOWER GROUP, INC.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

ST. LUKE'S DEVELOPMENT  
CORPORATION

---

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

---

[ACKNOWLEDGEMENT PAGES FOLLOW]



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

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court

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

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court



EXHIBIT A

The Redevelopment Site

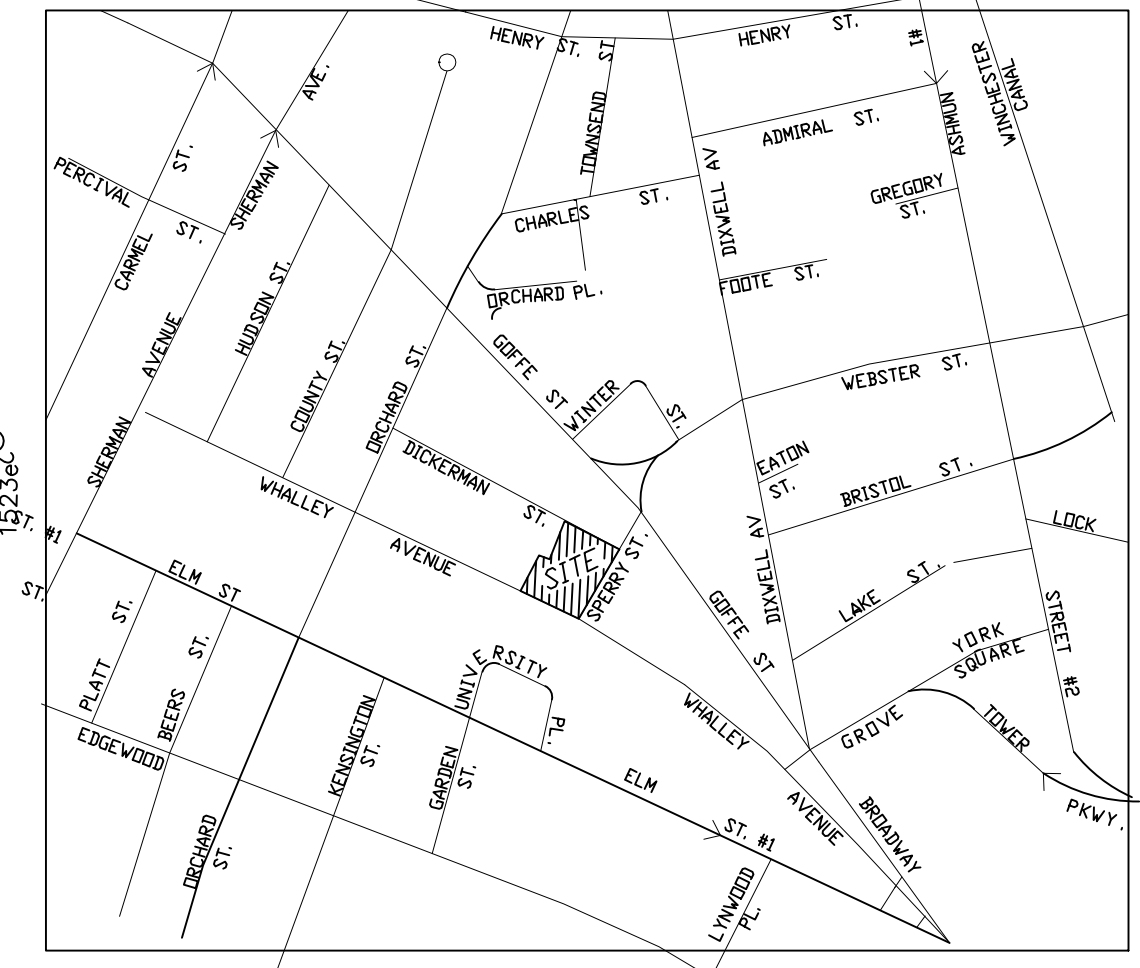
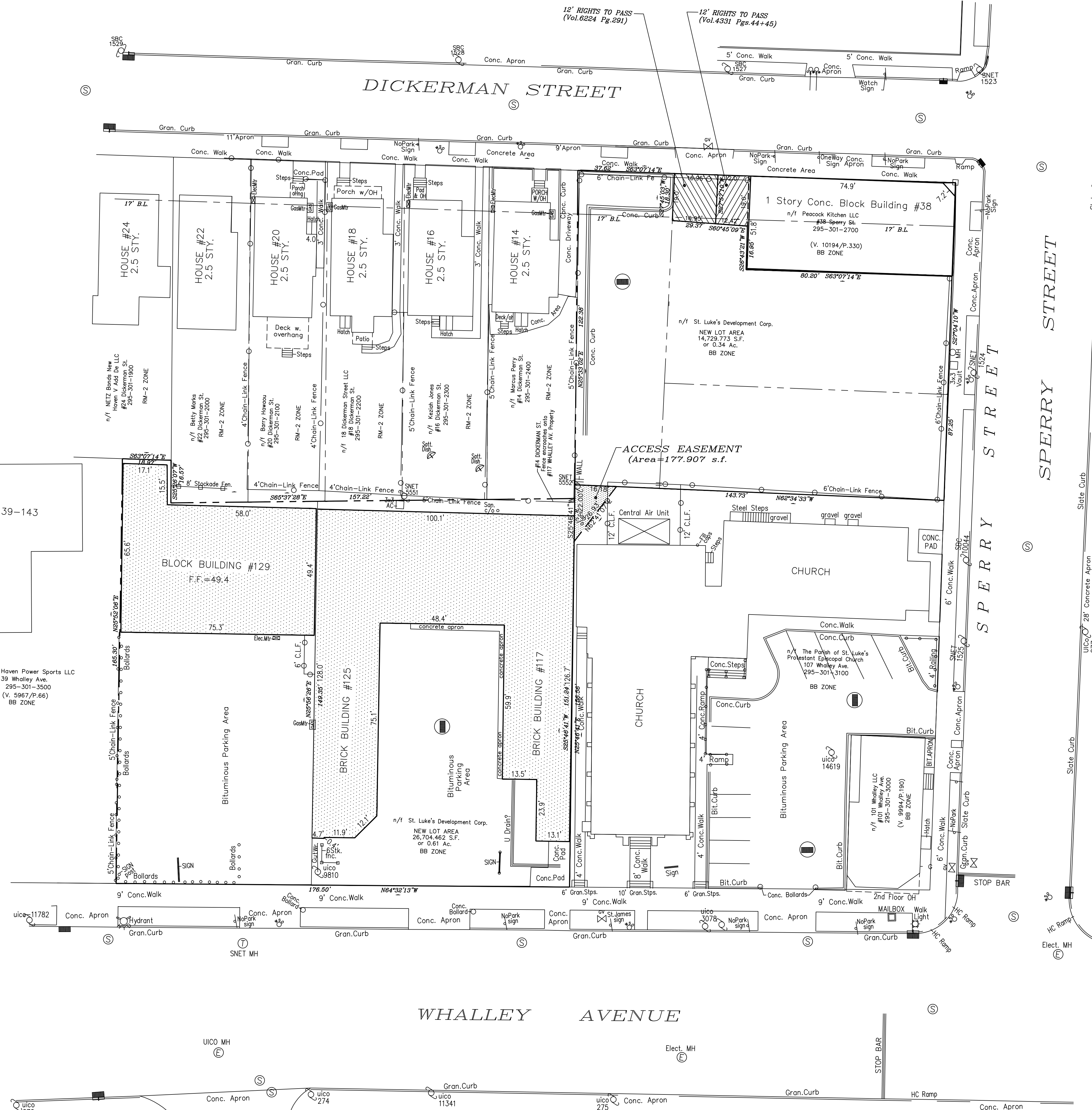
MAP REFERENCE:  
MAP ENTITLED, "PROPERTY SURVEY HABITAT FOR HUMANITY FOR NEW HAVEN #56 DICKERMAN STREET NEW HAVEN, CONNECTICUT 1"=20' NOV. 2, 1995 GODFREY-HOFFMAN ASSOCIATES"

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

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

REGULATIONS FOR BB ZONE  
CURRENT USE: COMMERCIAL WAREHOUSE

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



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

LEGEND

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

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

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

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

EXHIBIT B

Unit Mix

**UNIT MIX ST. LUKE'S**

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

EXHIBIT C

Site Plan

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

CPC 1655-04  
Page 1 of 7

## NEW HAVEN CITY PLAN COMMISSION SITE PLAN REVIEW

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

### Site Plan Review

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

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



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

Michael B. Smart City Clerk

### **STANDARD CONDITIONS OF APPROVAL**

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



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

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

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

**PROJECT SUMMARY:**

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

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

**Site Size:** .95 Acres

**Building size:** 66,421 SF

**Zone:** CGD, RM-2

**Parking:** 28

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

**Phone:** 203-606-6317

**Development Partner:** The Glendower Group

**Agent:** Anika Singh Lemar

**Phone:** 203-432-4022

**Site Engineer:** Civil 1

**Phone:** 203-266-0778

**BACKGROUND**

**Previous CPC Actions:**

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

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

**Zoning:**

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

**Site description/existing conditions:**

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

**Proposed activity:**

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

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

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

**Bicycle parking:**

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

**Trash removal:**

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

**Signage:**

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

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

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

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

Start Date: April 2025 Completion Date: June 2026

Responsible Party for Site Monitoring:

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

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

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

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

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

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

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

**REQUIRED DOCUMENTATION**

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

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

#### STANDARDS

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

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

##### REQUIRED SUBMISSION

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

##### STANDARDS

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

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

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

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

*Maximum Light Levels at the Property Line.*

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

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

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

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

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

shaded AND/OR

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

TOTAL SF of non-roof hardscape:

22,717 SF

50% of non-roof hardscape:

11,358 SF

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

<b>% SHADED/HIGH SRI PROPOSED</b>	<b>52.2%</b>
-----------------------------------	--------------

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

**Project Timetable:**

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

**PLANNING CONSIDERATIONS**

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

**SITE PLAN REVIEW**

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

**SITE PLAN ACTION**

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

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

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

EXHIBIT D

Sources and Uses Statement



Exhibit 6.5 - SOURCES OF FUNDS



Version 2024  
Submission Date:  
January 1, 2024

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

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

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

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

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

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

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

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



EXHIBIT E

Development Schedule

**EXHIBIT E**

**REDEVELOPMENT SCHEDULE**

[TO BE PROVIDED]

**Schedule:**

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

EXHIBIT F

CONH 12 1/2

CONH 12 1/4

HANH SECTION 3

WBE/MBE

EXHIBIT F

SECTION 3/CEO/SCD/BABA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 3 FINAL RULE, 24 CFR 75.5

##### Defining a Section 3 Worker

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

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

##### Targeted Section 3 Worker is:

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

##### What is Labor Hour?

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

### Benchmarks

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

### \*Section 3 Does not apply:

- Material Supply Contractors
- Indian and Tribal Preference

### Certification: Section 3 Business Concern

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

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

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

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

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

### MBE/WBE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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



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

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

[INSERT ADDITIONAL FORMS]



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

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

**(TO BE COMPLETED BY PRIME CONTRACTOR)**

BID DOCUMENT OR RFP OR PURCHASE ORDER NO: \_\_\_\_\_

BID DOCUMENT OR RFP TITLE: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO: \_\_\_\_\_

PRIME CONTRACTOR NAME(S): \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY STATE ZIP

TELEPHONE NUMBER \_\_\_\_\_ CELLULAR NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

ETHNICITY: \_\_\_\_\_ GENDER: \_\_\_\_\_

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

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

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

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

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



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

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

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

### **Subcontracting Opportunities:**

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

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



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

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

**Direct Participation:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**Hiring/Workforce Requirements:**

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

**SECTION 3 WORKFORCE AND NEW HIRES**

**Trainees and Apprentices**

CLASSIFICATION	CURRENT TRAINEES & APPRENTICES			MAXIMUM PROJECTED TRAINEES & APPRENTICES (New Hires)		
	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #

**Skilled Workers**

CLASSIFICATION	CURRENT SKILLED WORKERS			MAXIMUM PROJECTED SKILLED WORKERS (New Hires)		
	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #	TOTAL #	Categories 1 and 2 #	Categories 3 and 4 #



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**Unskilled Labor**

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

*(Attach additional sheets, if necessary)*

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

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

**MINORITY AND WOMEN WORKFORCE AND NEW HIRES**

**Trainees and Apprentices**

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



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**Skilled Workers**

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

**Unskilled Labor**

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

*(Attach additional sheets, if necessary)*

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

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





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**SECTION 3 COMPLIANCE REQUIREMENTS**

- A. Our Company will seek to direct its best effort to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of assistance provided under this contract to Section 3 Residents in the following order of priority.
  - 1. Category 1 Residents: Residents of the housing development for which the Section 3 covered assistance will be expended;
  - 2. Category 2 Residents: Residents of other housing developments owned or managed by HANH;
  - 3. Category 3 Residents: Participants in HUD Youthbuild programs carried out in the New Haven - Meriden metropolitan area;
  - 4. Category 4 Residents: Other low-income families or persons who reside in the New Haven – Meriden metropolitan area and whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller or larger families. The Secretary of HUD may establish income ceilings higher or lower than 80 percent of the median for the area based on their findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.
  
- B. Our Company will seek to direct its efforts to award subcontracts, to the greatest extent feasible, to Section 3 Business concerns, in the following order of priority.
  - 1. Category 1 Businesses: Business concerns that are 51 percent or more owned by Category 1 Residents who resides in a HANH Public Housing unit.
  - 2. Category 2 Businesses: Business concerns whose full-time, permanent workforce includes 30 percent of Section 3 income eligible persons as employees;
  - 3. Category 3 Businesses: Business concerns who are actively participating in a HUD federally sponsored Youthbuild programs being carried out in the New Haven - Meriden metropolitan area;
  - 4. Category 4 Businesses: Business Concerns that are 51 percent or more owned by Category 4 Residents; or whose permanent, full-time workforce includes no less than 30 percent Section 3 Residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 and Category 2 Businesses.
  
- C. We will seek to satisfy the numerical goal that 30 percent of the aggregate numbers of new hires are Section 3 Residents.
  
- D. We will seek to satisfy the numerical goal that at least 10 percent of the total dollar value amount of all contract awards for building trades, maintenance, repair, modernization, or development work, or for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction, are awarded to Section 3 Business Concerns.



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**Housing Authority of the City of New Haven**  
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**EQUAL OPPORTUNITY AND MBE/WBE PLAN**  
**APPLICABLE ON ALL HANH CONTRACTS**

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

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



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

**AFFIDAVIT OF PRIME CONTRACTOR**

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

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

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

NAME OF PRIME CONTRACTOR: \_\_\_\_\_  
(PRINT OR TYPE)

SIGNATURE OF AUTHORIZED OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF AFFIANT: \_\_\_\_\_

**NOTARY STATEMENT**

State of Connecticut  
County of \_\_\_\_\_ ss. City: \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_

The above signed Officer \_\_\_\_\_ (NAME OF AFFIANT)

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

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

\_\_\_\_\_  
(NOTARY PUBLIC SIGNATURE) (NOTARY SEAL)

My Commission Expires: \_\_\_\_\_



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

**Schedule B**

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

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

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

FEIN: \_\_\_\_\_ ETHNICITY: \_\_\_\_\_ GENDER:  M  F

PRIME CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

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

BID DOCUMENT, RFP OR PURCHASE ORDER NO.: \_\_\_\_\_

BID DOCUMENT, RFP OR PURCHASE ORDER TITLE: \_\_\_\_\_

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



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

**LETTER OF INTENT**

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

Will any of the work to be performed on this contract be subcontracted to another firm?

Yes

No

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

---

---

---

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

---

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---

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

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

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



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

**AFFIDAVIT**

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

Elm City Communities - Housing Authority of New Haven, (HANH)  
LaVonta Bryant  
Director of Procurement  
360 Orange Street – 2<sup>nd</sup> Floor  
New Haven, CT 06511  
(203) 498-8800 Extension 1200

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

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

\_\_\_\_\_  
(PRINT OR TYPE)

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

\_\_\_\_\_  
(DATE)

**NOTARY STATEMENT**

State of Connecticut  
County of \_\_\_\_\_ ss. City: \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_

The above signed Officer \_\_\_\_\_ (NAME OF AFFIANT)

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

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

\_\_\_\_\_  
(NOTARY PUBLIC SIGNATURE) (NOTARY SEAL)

My Commission Expires: \_\_\_\_\_



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

Schedule C

Bidders/Proposers Section 3/MBE/WBE/DBE Compliance Affidavit for Schedule A

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

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

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

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

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

ACKNOWLEDGEMENT:

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

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date



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**"Section 3 New Hire Report" Instructions**

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

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

**SECTION 3 RESIDENTS**

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

**STATE: CONNECTICUT**  
**New Haven-Meriden, CT HMFA**  
**FY 2020 MFI: \$91,200**

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

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

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





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### **How can businesses find Section 3 residents?**

Businesses can recruit utilizing the list of residents provided by **LaVonta Bryant, Director of Procurement** contacting her at **203.498.8800 x1200** or via email

**lbryant@newhavenhousing.org**; or businesses may recruit utilizing a local employment referral source, such as contacting resident organizations, local community development and employment agencies to find potential workers.

### **Section 3 New Hire report instructions:**

1. Section A requires information about the Project:

- a. "Sponsor Name" is the name of the developer or owner of the Project;
- b. "Prime Contractor Name" is the name of the business entity that the firm completing this form has a contract with;
- c. "Firm completing this Form" is the name of the Sponsor, GC, Architect or subcontracting entity;
- d. "Reporting Period" is the month/year of the period covered by this report;
- e. "HANH Program" and "HANH Contact Person" - check with your Prime Contractor to complete these fields accurately;
- f. "Contract Description" and "Contract Amount" - the scope and the dollar amount awarded for that work being done by the Firm completing this form;

2. Section B requires information on employees newly hired and their Section 3 status:

- a. Review the FY 2020 HUD Income Limits above to determine the family threshold and size;
- b. Job Category Code: check chart for letter to insert here;
- c. Check the box above the signature lines if no employees were hired during the period.



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### **Section 3 New Hire Report Section**

#### **Section A**

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

---

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

---

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

---

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

---

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

---

6. Contractor’s Name:

---



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**Section B**

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



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

**COPY AND ATTACH ADDITIONAL PAGES AS NEEDED**

Please check this box if there were no new hires during this period.

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

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

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

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



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**Housing Authority of the City of New Haven**  
 360 Orange Street, New Haven, CT 06511 Phone:  
 203.498.8800 Fax 203.497.9033

**Contractor/Vendor Current Workforce**

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

Contractor/Vendor Current Workforce Listed by Trade Job Categories	Total White Employees		Total African American Employees		Total Hispanic Employees		Total Asian/Pacific Employees		Total Other Unknown Ethnicity Employees		Metro Area Section 3 Employees		HANH Section 3 Employees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Foreman/Supervisor														
Asbestos Worker Journeyman														
Asbestos Worker Apprentice														
Boilermaker Journeyman														
Boilermaker Apprentice														
Bricklayer Journeyman														
Bricklayer Apprentice														
Carpenter Journeyman														
Carpenter Apprentice														
Cement Mason Journeyman														
Cement Mason Apprentice														
Electrician Journeyman														
Electrician Apprentice														
Elevator Constructor Journeyman														
Elevator Constructor Apprentice														
Glazier Journeyman														
Glazier Apprentice														
Iron Worker Journeyman														



Housing Authority of New Haven

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Contractor/Vendor Current Workforce Listed by Trade Job Categories	Total White Employees		Total African American Employees		Total Hispanic Employees		Total Asian/Pacific Employees		Total Other Unknown Ethnicity Employees		Metro Area Section 3 Employees		HANH Section 3 Employees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Iron Worker Apprentice														
Laborer Journeyman														
Laborer Apprentice														
Operating Engineer Journeyman														
Operating Engineer Apprentice														
Painter Journeyman														
Painter Apprentice														
Pipe Fitter/Plumber Journeyman														
Pipe Fitter/Plumber Apprentice														
Plasterer Journeyman														
Plasterer Apprentice														
Roofer Journeyman														
Roofer Apprentice														
Sheet Metal Journeyman														
Sheet Metal Apprentice														
Sprinkler Fitter Journeyman														
Sprinkler Fitter Apprentice														
Truck Driver Journeyman														
Truck Driver Apprentice														
Welder Journeyman														
Welder Apprentice														
Other														
Total Monthly Hours														
Total % of Hours														

EXHIBIT G

Minimum Performance Levels

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

#### PERFORMANCE STANDARDS

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

#### QUANTATIVE PERFORMANCE STANDARDS

- a) Glendower and the Owner have established the following quantitative Performance Standards and expectations. These standards are based on PHAS guidelines and are consistent with normal housing management industry standards. Performance Standards that are described by PHAS or SEMAP shall be the equivalent of "A"s.
- b) Vacancy Loss of less than 4% following completion of rent-up.
  - i. Vacancy loss is calculated in accordance with HUD PHAS standards.
  - ii. Measured as the number of days lost to vacancy divided by the total number of possible occupancy days.
- c) Average Vacancy Turnover of not more than 14 days.
  - i. Vacancy Turnover is calculated in accordance with HUD PHAS standards.
  - ii. Measured as the number of days between move-out of one resident and the move-in of the next resident to the vacant apartment. (lease end to lease start)
- d) Rent Collection—Uncollected Rent not to exceed 5%.
  - i. Rent Collections and Uncollected Rent is calculated in accordance with HUD PHAS standards.
  - ii. Measured as the total amount of uncollected rent for the reporting year plus the total uncollected rent carried into the year for residents in possession divided by the total rent billed for the year.
- e) Emergency Work orders Abated within 24 Hours.
  - i. All (100%) emergency work orders (identified as work that if left incomplete poses a serious threat to life and safety) will be abated within 24 hours of the Agent becoming aware of the need for repair.
- f) Average Work Order Completion not to exceed 7 days.
  - i. The average time to complete non-emergency work orders will not exceed 7 days, calculated in accordance with HUD PHAS standards, measured as the total number of days for completed and outstanding work orders divided by the number of complete or outstanding work orders.



- g) Annual Satisfaction Survey and Work Order Quality Control Survey.
  - i. The Owner will conduct an annual satisfaction survey by mailing to all residents, review and compile the results of the survey and make these results available to the HANH.
  - ii. The Owner will survey 10% of all completed work orders periodically for quality control purposes, review and compile the results of the survey and make these results available to HANH.
- h) Security
  - i. The Owner will be required to track and report on crime related problems including arrests and police calls.
- i) Annual HUD Inspections
  - i. The Owner will provide access and data necessary for annual HQS inspections and will achieve a pass. If health and safety deficiencies are found they will be corrected or abated within 24 hours and all other deficiencies will be corrected within 7 days.
- j) Annual Unit Inspections
  - i. The Owner shall complete annual unit inspections 100% of the Section 8 units (HQS standard).
- k) Reporting Requirements
  - i. The Owner will provide an Annual Audit and Monthly Narrative Report and Financial Report to HANH.
- l) Annual Audit
  - i. Annual Audited Financial Statements will be provided to HANH by the owner, with the following conditions:
    - 1. The Audit is due to the Owner 120 days after the end of each fiscal year.
    - 2. The Audit must be prepared in accordance with generally accepted accounting principles (GAAP)
    - 3. The Audit must be accompanied by the report of an independent Certified Public Accountant.
    - 4. The audit must be accompanied by any supplemental data required by HANH or HUD such as certifications as to compliance with laws, regulations or agreements.
- m) Monthly Narrative Report
  - i. The Monthly Narrative Report will detail a summary of property operations, including:
    - 1. Summary of move-in and move-out activity, compared to prior month and the comparable quarter in the preceding fiscal year.
    - 2. Vacancy Report, by unit size, type and income categories, including number of days vacant.
    - 3. Waiting List Report, including the number of families on the waiting list for each unit size, type and income category.
    - 4. Share Transfer Account Activity, including total accounts receivable, total cash balance, quarterly income, quarterly new loans and delinquent accounts.
    - 5. Aged Housing Payments Delinquency Report, including amounts and age of housing payment delinquencies.

- 6. Maintenance Activity Report**, including summary of maintenance requests received and responses initiated, completed or outstanding at the end of the quarter by category (normal, emergency, planned, preventative).
- n) The Monthly Narrative Report will detail a summary of property operations, including:
- i. The Monthly Financial Report will include the following:
    - 1. **Itemized Report of Income and Expense on Accrual Basis**, reporting for the month and year to date, in a format substantially comparable to HUD-92410 (Statement of Profit and Loss) and which indicates all budget variances.
    - 2. **Accounts Payable Schedule** as of the end of the reporting month, in a format comparable to HUD-93481 (Schedule of Accounts Payable).
    - 3. **Tenants Accounts Receivable** report showing all receivable amounts in an aged format.
    - 4. **Statement of Surplus Cash**, as of the end of the reporting period, in a format comparable to HUD-93486.

## **SECTION 8 UNITS**

### **1. Rents**

- a. The Owner will ensure that all rents are considered reasonable at the time of lease and throughout occupancy of the unit by conducting at a minimum, an annual rent reasonableness study.
- b. The Owner will obtain third party verifications and will be responsible for verifying correct rent calculations and allowances on an annual basis.
- c. The Owner will be responsible for annual income re-certifications for 100% of Section 8 residents.

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

#### **a. Compliance**

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

### CHECK LIST FOR ALDERMANIC SUBMISSIONS

- Cover Letter
- Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
- Prior Notification Form
- Fiscal Impact Statement - Should include comprehensive budget
- Supporting Documentation (if applicable)

#### IN ADDITION [IF A GRANT]:

- Notice of Intent
- Grant Summary
- Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: November 1<sup>st</sup>, 2024

Meeting Submitted For: November 18<sup>th</sup>, 2024

Regular or Suspension Agenda: Regular


Submitted By: ARLEVIA T. SAMUEL, DEPUTY EDA

Title of Legislation:

RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE CITY OF NEW HAVEN TO APPLY FOR AND ACCEPT A DEVELOPER SUBSIDY IN AN AMOUNT NOT TO EXCEED \$3M FROM THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING DEVELOPER SUBSIDY INITIATIVE FOR HOMEOWNERSHIP PROJECTS FOR THE STARR WINCHESTER HOMEOWNERSHIP PROJECT

Comments: Legistar File ID: LM-2024-0671

Cordinator's Signature: 

Controller's Signature (if grant): 

Mayor's Office Signature: 

Call (203) 946-7670 or email [agzhnay@newhavenct.gov](mailto:agzhnay@newhavenct.gov) with any questions.  
\*\*PLEASE NOTE CLEARLY IF UC (UNANIMOUS CONSENT) IS REQUESTED\*\*



Arlevia T. Samuel,  
Deputy, Economic  
Development  
Administrator

**City of New Haven**  
**Economic Development**  
**HOUSING ADMINISTRATION AND DEVELOPMENT**  
**165 Church Street**  
**New Haven, Connecticut 06510**



October 31, 2024  
Honorable Tyisha Walker-Myers  
President - Board of Alders  
City of New Haven  
165 Church Street New Haven, CT 06510

Re: RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE CITY OF NEW HAVEN TO APPLY FOR AND ACCEPT A DEVELOPER SUBSIDY IN AN AMOUNT NOT TO EXCEED \$3M FROM THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING DEVELOPER SUBSIDY INITIATIVE FOR HOMEOWNERSHIP PROJECTS FOR THE STARR WINCHESTER HOMEOWNERSHIP PROJECT

Dear President Walker-Myers:

I am pleased to submit for your consideration the attached resolution authorizing the application for and acceptance of a developer subsidy between the City of New Haven and the State of Connecticut Department of Housing (DOH) under the Developer Subsidy Initiative for Homeownership Projects. This \$3 million grant request aims to assist as subsidy the development of fifteen (15) homeownership units and four (4) rental units located 136 Starr Street, 139 Starr Street, 632 Winchester Avenue, 205½ Starr Street, 209 Starr Street, 213 Starr Street, 215 Starr Street, 222 Starr Street, 261 Starr Street, 265 Starr Street and 274 Starr Street to assist in affordable housing production within our community.

The City recognizes that housing and homeownership affordability is crucial for its residents' well-being and the overall economic health of the community, and that the production of new housing units, particularly affordable units, is a key strategy for addressing this need.

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

Respectfully submitted,

DocuSigned by:

Arlevia T. Samuel

Deputy, Economic Development Administrator  
Housing Administration and Development

..title

RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE CITY OF NEW HAVEN TO APPLY FOR AND ACCEPT A DEVELOPER SUBSIDY IN AN AMOUNT NOT TO EXCEED \$3M FROM THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING DEVELOPER SUBSIDY INITIATIVE FOR HOMEOWNERSHIP PROJECTS FOR THE STARR WINCHESTER HOMEOWNERSHIP PROJECT

..body

WHEREAS, the State of Connecticut Department of Housing (“DOH”) is making grants available from the DOH Developer Subsidy Initiative for Homeownership (the “Initiative”) under the State Bond Funds authorized for the Housing Trust Fund program, Section 8-336m-q of the Connecticut General Statutes, DOH to stimulate development of new homeownership units that are affordable to low and middle income households; and,

WHEREAS, the City of New Haven (the “City”), face significant challenges in providing affordable housing, especially affordable homeownership housing due to the rising cost of purchasing housing, utilities, taxes and interest rates; and,

WHEREAS, the City recognizes that housing and homeownership affordability is crucial for its residents' well-being and the overall economic health of the community, and that the production of new housing units, particularly affordable units, is a key strategy for addressing this need; and,

WHEREAS, the City is committed to developing the Starr Winchester Homeownership Project (“Starr Winchester”) which is a second phase to the Thompson Winchester Project. Starr Winchester is a nineteen (19) unit new construction yielding fifteen (15) homeownership units and four (4) rental units. The units will be developed on ten (10) long standing vacant parcels located at 136 Starr Street, 139 Starr Street, 632 Winchester Avenue, 205½ Starr Street, 209 Starr Street, 213 Starr Street, 215 Starr Street, 222 Starr Street, 261 Starr Street, 265 Starr Street and 274 Starr Street.

NOW, THEREFORE, BE IT RESOLVED by the Board of Alders that the City of New Haven is hereby authorized to apply for and accept a grant in an amount not to exceed Three Million Dollars and Zero Cents (\$3,000,000.00) or any lesser amount as may be awarded by DOH; and,

BE IT FURTHER RESOLVED THAT the Mayor of the City of New Haven (the “Mayor”) is hereby authorized, to act as the City’s authorized representative to execute and file a grant application with the DOH and provide such additional information as may be required by DOH in connection with the City’s grant application; and,

BE IT FURTHER RESOLVED THAT the Mayor is authorized to enter into and to execute and deliver a grant agreement and is further authorized to execute and deliver any other documents or instruments as may be required by DOH or as may be necessary expedient to effectuate the City’s application for and acceptance of the grant, and to execute and deliver any amendments and revisions to such documentation as may be required by DOH with respect thereto, which documentation may include an indemnity of DOH by the City.

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

Alder Brittany Mabery-Niblack

WARD #20

DATE: **NOVEMBER 1, 2024**

FROM: Department/Office ED/HOUSING ADMINISTRATION & DEVELOPMENT  
Person Cathy Schroeter Telephone 203/946-8274

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:

RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE CITY OF NEW HAVEN TO APPLY FOR AND ACCEPT A DEVELOPER SUBSIDY IN AN AMOUNT NOT TO EXCEED \$3M FROM THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING DEVELOPER SUBSIDY INITIATIVE FOR HOMEOWNERSHIP PROJECTS FOR THE STARR WINCHESTER HOMEOWNERSHIP PROJECT

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:** NOVEMBER 1, 2024  
**FROM (Dept.):** ECONOMIC DEVELOPMENT  
**CONTACT:** Cathy Schroeter (ccarbona@newhavenct.gov) **PHONE** (203) 946-8274

**SUBMISSION ITEM (Title of Legislation):**

RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE CITY OF NEW HAVEN TO APPLY FOR AND ACCEPT A DEVELOPER SUBSIDY IN AN AMOUNT NOT TO EXCEED \$3M FROM THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING DEVELOPER SUBSIDY INITIATIVE FOR HOMEOWNERSHIP PROJECTS FOR THE STARR WINCHESTER HOMEOWNERSHIP PROJECT

**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.

	<u>GENERAL</u>	<u>SPECIAL</u>	<u>BOND</u>	<u>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</u>
<b>A. Personnel</b>	\$0	\$0	\$0	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$0	
3. Annual	\$0	\$0	\$0	
<b>B. Non-personnel</b>	\$0	\$0	\$	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$0	SEE BUDGET*
3. Annual	\$0	\$0	\$0	

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

NO   
 YES

1. One-time	\$2,625,000M	sales proceeds to be used for future housing dev
2. Annual	\$ 97,500	

**Other Comments:** The annual payment of Estimated TAX - 15 X = \$97,500

**\*CONSTRUCTION FUNDS:**

- ARPA – HOMEOWNERSHIP DEVELOPMENT - \$2.5M

- **Capital – Housing Development - \$978,756**
- **Thompson/Winchester Sales Proceeds - \$1,167,244**



**NOTICE OF INTENT**

**NOTIFICATION TO THE BOARD OF ALDERS REGARDING PROPOSED GRANT AND CONTRACT APPLICATIONS TO BE MADE BY THE CITY OF NEW HAVEN DURING THE PERIOD:**

October-December 2024

**PROGRAM NAME:** Homeownership Subsidy, State of CT

**NEW**                       **CONTINUATION**  
**(Check One of the Above)**

**FUNDING LEVEL AVAILABLE TO PROJECT:**    \$3,000,000

**FUNDING SOURCE:** Bond Commission

**PURPOSE OF PROGRAM:** **Affordable Homeownership**

**BRIEF SUMMARY OF CITY'S PROPOSAL:** To undertake the new construction of fifteen (15) homeownership units on Starr and Winchester Street (Newhallville).

**MATCH REQUIREMENT FROM GENERAL FUND (if any):** None

**ALLOWABLE INDIRECT COST:**    None

**DEPARTMENT SUBMITTING APPLICATION:** Office of Economic Development

**CONTACT PERSON:**                      Arlevia T. Samuel, Deputy EDA  
[asamuel@newhavenct.gov](mailto:asamuel@newhavenct.gov) (203) 946-6437  
or  
Cathy Schroeter, Deputy Admin Services  
[ccarbona@newhavenct.gov](mailto:ccarbona@newhavenct.gov)

**DATE:**                      November 2, 2024

<b>GRANT SUMMARY</b>	
<b>Grant Title:</b>	State of Connecticut Department of Housing Developer Subsidy Initiative for Homeownership for Starr/Winchester Homeownership Project
<b>MUNIS #:</b>	<b>FDA # or State Grant ID #:</b> TBD
<b>City Department:</b>	Office of Economic Development
<b>City Contact Person &amp; Phone:</b>	Cathy Schroeter (203) 946-8274/ <a href="mailto:ccarbona@newhavenct.gov">ccarbona@newhavenct.gov</a> Arlevia T. Samuel (203) 946-6437/ <a href="mailto:asamuel@newhavenct.gov">asamuel@newhavenct.gov</a>
<b>Funding Level:</b>	\$3,000,000
<b>Funding Period:</b>	FY 2024-2025 - FY 2029-2030
<b>Funding Source:</b>	State of Connecticut Department of Housing
<b>Funding Source Contact Person &amp; Phone</b>	Nathan Karnes, Project Coordinator 860-
<b>Purpose of Program:</b>	Subsidy for homeownership development
<b>Personnel (salary):</b>	<b>\$0</b>
<b>Personnel (Worker's Comp):</b>	<b>\$0</b>
<b>Personnel (Med. Benefit):</b>	<b>\$0</b>
<b>Non-Personnel (total):</b>	<b>\$3,000,000</b>
<b>Non-Personnel (M &amp; U):</b>	<b>\$</b>
<b>New or Renewal?</b>	New
<b>Limits on spending (e.g., Admin. Cap)?</b>	N/A
<b>Reporting requirements: Fiscal</b>	Quarterly
<b>Reporting requirements: Programmatic</b>	Quarterly
<b>Due date of first report:</b>	TBD
<b>Audit Requirements:</b>	State Single Audit requirement



## STARR-WINCHESTER HOMEOWNERSHIP PROJECT

### NARRATIVE

The City of New Haven's Livable City Initiative is serving as owner/developer of the Starr-Winchester Homeownership Project ("Project"). The Project consists of the construction of fifteen (15) homeownership units, (3) rental units and one (1) single family on Starr Street between Winchester Avenue and Shelton Ave and along with Winchester Avenue between Starr Street and Ivy Street in the Newhallville neighborhood. The Project encompasses the redevelopment of ten (11) city owned vacant lots for the construction of (5) duplex style homeownership, (4) two-family and (1) single family new structures all available for sale to homeowners. The total Redevelopment Project will encompass three (3) city blocks and a total of nineteen (19) net new units to include fifteen (15) homeownership units and four (4) rental units.

New Haven's Livable City Initiative is concentrating its efforts to stabilize some of its most distressed neighborhoods through enhanced homeownership strategies that include new construction and rehabilitation of blighted structures. Although work is underway on the periphery of the city, many of our urban neighborhoods continue to suffer from speculative development that has virtually left our neighborhoods void of homeowners that have a vested interest in building equity and community.

The Project will provide significant impact focusing on the remaining blocks which are currently comprised of properties that have a majority homeownership occupancy and the availability of land for acquisition to transform the block into 90-100% homeowner occupancy. The Project will provide homeownership and/or rentals for families with a mixture of income for 300% FPG (federal poverty guidance) and up to 100% AMI (HUD Area Media Income). Newhallville saw very little new construction for residential homeownership units until the Thompson-Winchester Homeownership Development in 2020 wherein the State of Connecticut Department of Housing and City of New Haven partnered to see this project to completion. The neighborhood's population of approximately 8,400 includes 50% of the population as families that remain above the median for many of New Haven's neighborhood. Most of the housing stock in the neighborhood is more than 75 years old with no net new structures added to the current inventory. The market for new construction multi-family structures in this neighborhood is ever-growing and remains a constant for new and first-time homebuyers. The opportunity for rental income is appealing to many of the city's buyers because of the strong rental market throughout the City. This project will seek to stabilize a price point of approximately \$180,000-\$250,000 based on income and consistent with New Haven's affordable homeownership market.

The Newhallville neighborhood is bordered on the north by the town of Hamden on the east by Winchester Avenue, on the south by Munson Street, on the southwest by Crescent Street, and on the northwest by Fournier Street. The main routes are Dixwell Avenue, Shelton Avenue, Winchester Avenue, and Bassett Street. Once home to Winchester Arms Manufacturing as well as small and light industrial industries, the neighborhood has become entirely residential. The historic Farmington Canal runs through the middle of the neighborhood.

This Project will leverage more than \$100M in private investment, leveraged by state and local funding. Newhallville has undergone an economic boom with the development of Science Park Development Park, development of Higher One, Winstanley Enterprises, ConnCorp and Yale University along with Forest City's transforming an abandoned rifle factory that was once the economic engine of Newhallville into a \$54 million historic rehab project called Winchester Lofts.

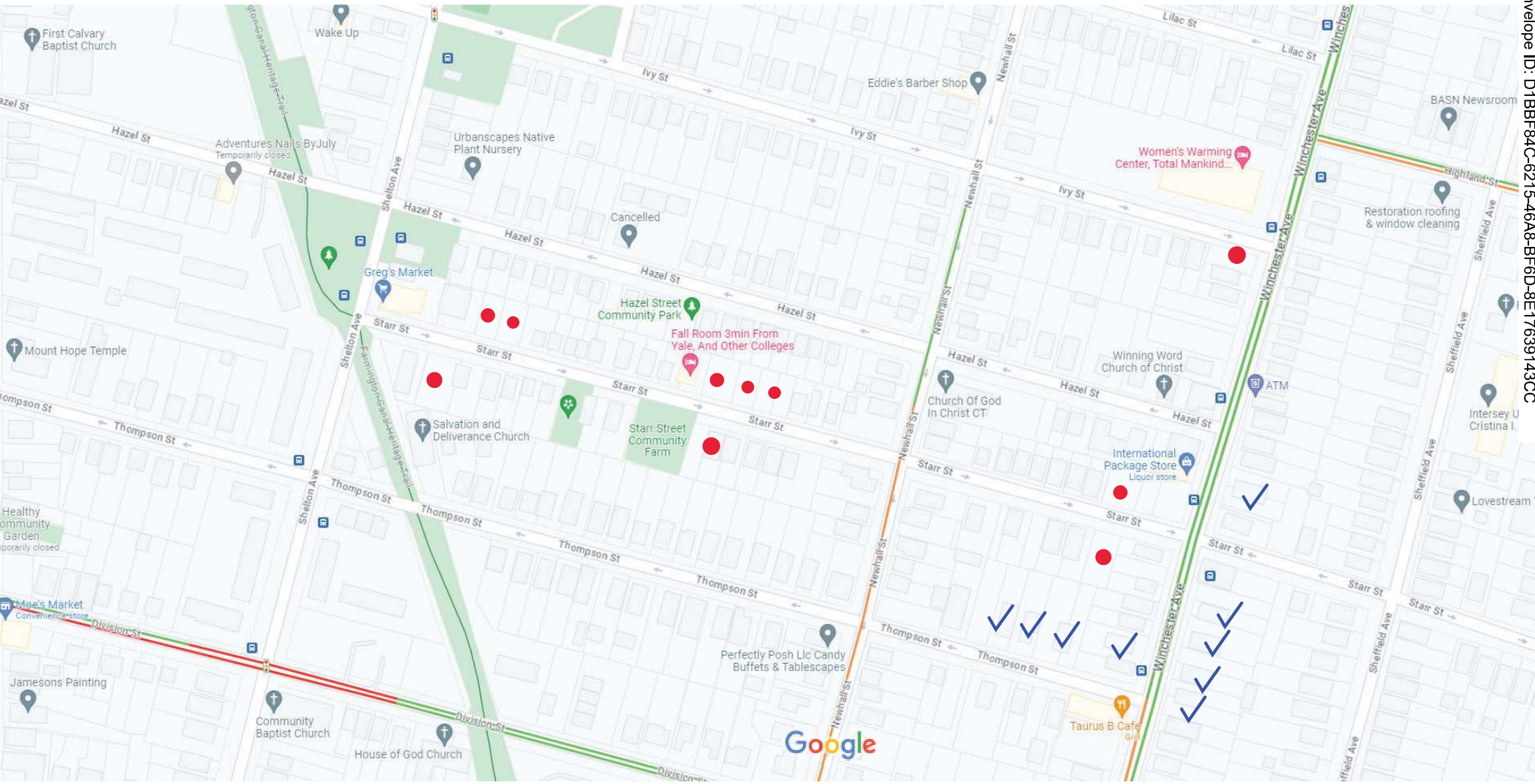
This Project will be centrally located on transportation routes for easy access and are on or within walking distance to the main thoroughfare Winchester Ave (attached bus route map). Additionally, the Project is within a block of Science Park that is fast growing as the economic hub for Newhallville. New Haven has been a pioneer of safe street design in Connecticut with New Haven Complete Streets design manual and its commitment to implementing these design standards where possible.

**Properties**

Address	Style	Type	H/O AMI	Rental AMI
<b>136 Starr Street</b>	Up and Down			
- Unit A		1	80%	
- Unit B		1		80%
<b>209 Starr St</b>	Duplex			
- Unit A		1	80%	
- Unit B		1	100%	
<b>213 Starr St</b>	Duplex			
- Unit A		1	300%	
- Unit B		1	100%	
<b>215 Starr St</b>	Duplex			
- Unit A		1	80%	
- Unit B		1	100%	
<b>261 Starr St</b>	Up and Down			
- Unit A		1	100%	
- Unit B		1		65%
<b>265 Starr St</b>	Up and Down			
- Unit A		1	300%	
- Unit B		1		100%
<b>632 Winchester ave</b>	Single	1	100%	
<b>139 Starr Street</b>	Duplex			
- Unit A		1	80%	
- Unit B		1	300%	
<b>274 Starr Street</b>	Duplex			
- Unit A		1	80%	
- Unit B		1	300%	
<b>222 Starr St - Need 15 Ft Big Garden</b>	Up and Down			
- Unit A		1	80%	
- Unit B		1		65%

Mix		Units	H/O	Rental
<b>TOTALS</b>		<b>19</b>	<b>15</b>	<b>4</b>
Units 80% AMI Under			6	1
Units 300% AMI Under/65% Under			4	2
Units 100% AMI under			5	1
Duplex		5		
2 Family		4		
Single		1		

# STARR WINCHESTER HOMEOWNERSHIP



Map data ©2023 Google 100 ft

Live traffic      Fast      Slow

✓ Thompson - Winchester Homeownership - 100% sold H/O

● Starr - Winchester Homeownership



## 2024 Spring Development Engagement Process - Preliminary Application

**Submission Primary Contact Email: \***

ccarbona@newhavenct.gov

*Contact person responsible for future communications related to this application*

---

### Overview for Applicants:

This Development Engagement Process Spring 2024 (DEP Spring 2024) introduces your proposed development to the Department of Housing (DOH) and Connecticut Housing Finance Authority (CHFA) in a non-competitive process for our establishment of a pipeline of viable proposals. It is described further in this [Notice](#). Incomplete submissions or those deemed not meeting the readiness threshold as outline in the published Notice may be declined without additional follow-up. For 4% and/or 9% LIHTC applicants, the Development Engagement meeting may serve as the required preliminary application meeting, subject to CHFA's discretion. Full participation in the process is required under CHFA's Procedures and the [Qualified Allocation Plan](#).

### Process:

**Do Not Attempt** to complete this Preliminary Application without first reviewing all applicable guiding documents including the [Notice](#) and [Requirements and Instructions](#) and those linked from these particular documents.

**Confirmation Email responses may go to your Spam/Junk folder, please add [noreply@chfa.org](mailto:noreply@chfa.org) and [DOH-DevelEngage@ct.gov](mailto:DOH-DevelEngage@ct.gov) to your list of safe senders.**

### Development Engagement Meeting:

DOH and CHFA will follow-up regarding your submission after an initial review and possibly schedule a meeting that may cover:

- Any identity of interest between development team members.
- The completeness of plans and specifications, energy conservation measures and green building options being proposed, renewables (solar), owner-paid utilities, and high-speed broadband access for residents of the proposed development.
- Any environmental concerns related to the site and/or existing building(s).
- Conditions noted on the Planning and Zoning approval, and if so, have they been addressed?
- Will the project be subject to Federal Davis Bacon or State prevailing wage rates?
- Describe the procurement process for each major development team member

---

\* [Requirements and Instructions](#)



## 2024 Spring Development Engagement Process - Preliminary Application

### Proposed Development Type

**Preservation \***  Yes  No  N/A

**New Construction \***  Yes  No  N/A

**Funding Options \***  9% LIHTC  4% LIHTC  DOH Funding  CHFA Taxable bonds  
 CHFA Tax exempt bonds  CHFA Affordable Housing Fund

**DOH Funding**  DOH State  DOH Federal  DOH Homeownership

Applicant understands that the financial resources are made available by DOH at its discretion from either State and/or Federal funding programs and are accompanied by requirements associated with the specific funding source.\*

### Proposed Development Information

**Proposed Development Name \***

Starr/Winchester Homeownership Project

**Street Address \***

136, 139,209, 213, 215, 222, 261, 265 274 Starr Street and 632 Winchester Ave

**City \***

New Haven

**State \***

CT

**Zip Code \***

06513

**Congressional District #**

3

*Congressional District #: (1, 2, 3, 4, or 5)*

**Census Tract**  
(Click [here](#) to determine)

1415

*Require four digits plus two decimal*

## 2024 Spring Development Engagement Process - Preliminary Application

Phased Development Proposed?: \*  Yes  No

Establish a short name code for your project. \*

STARRHO

*MUST be minimum 6 characters maximum 10. Retain for future use in naming your files.*

Has this project been previously submitted for Development Engagement? \*  Yes  No

FALL 2023

*Previous Submission Round*

What month and year do you expect to be ready to deliver a complete Consolidated Application if invited? \*

JULY 2024

*Month / Year*

[\\* Requirements and Instructions](#)

### Applicant Information

Developer or Proposed Applicant Entity Name \*

CITY OF NEW HAVEN

Contact Person \*

CATHERINE SCHROETER

Title/Role \*

DEPUTY DIRECTOR

Email \*

ccarbona@newhavenct.gov

Phone \*

203 - 946 - 8274

### ### ####

*Joint Venture Partner or Sponsor (if any)*

## 2024 Spring Development Engagement Process - Preliminary Application

Describe entity type (i.e., Non-Profit, PHA, For Profit) and years of experience:

Municipality; 28 years of the development and federal, state, local grant administration

Please list up to three specific goals that this project addresses identified in the most recent **Municipal Affordable Housing Plan** in which your project is located.

Diversity in housing; Improve affordable homeownership rate; Quality of housing

Has Developer Team worked with DOH/CHFA before?

Yes  No

### Proposed Resident Population

Family / Non-Age Restricted Development?

Yes  No

Elderly / Age-Restricted Development?

Yes  No

Proposes Supportive Housing (SH) Units?

Yes  No

Has or proposes Project Based Rental Subsidy? \*

Yes  No

Total Number of Units \*

19

Total number of Supportive or Homeless Prevention Units \*

0

Total Units Affordable at 80% AMI or below \*

14

Total LIHTC Qualifying Units \*

0

Total Unrestricted Units \*

0

\* [Requirements and Instructions](#)

## 2024 Spring Development Engagement Process - Preliminary Application

### Development Proposal

**Development Proposal Narrative \***

10 VACANT LOTS into 19 new units; 5 duplex, 4 2-family, 1 single; 2 block radius

*Please provide only a high-level description of the proposed building(s) and other details can be provided with your Project Narrative exhibit. "See attached" is not a valid response. – limit responses to 80 characters*

### Unit Composition

Please provide the current proposed income bands and units mix by downloading and completing the Unit composition matrix. You must give the file a unique name that uses your chosen short name from page 3, e.g. "Short Name-PJNAR.pdf".

[Click here](#) to download the Unit matrix exhibit

### Estimated Costs

**What is the anticipated approximate total development cost? \***

\$ 6,345,000.00

**What is the anticipated approximate total construction cost? \***

\$ 6,345,000.00

**What is the approximate total of non-DOH and non-CHFA Sources you have identified? \***

\$ 4,000,000.00

*Previously committed DOH or CHFA development funds, such as Urban Act or HTCC, may be included in this total*

**Please indicate the non-DOH and non-CHFA Sources \***

ARPA, WINCHESTER THOMPSON SALE PROCEEDS AND LOCAL HOUSING DEVELOPMENT

**Please indicate the date of anticipated or actual commitment \***

04-17-2024

*MM-dd-yyyy*

\* [Requirements and Instructions](#)

### Site Control

## 2024 Spring Development Engagement Process - Preliminary Application

**Site Owned \***  Yes  No

**Specify deed effective date \***

07-15-2015

*MM-dd-yyyy*

*If yes, specify deed effective date*

**Parcel Size**

VARIOUS PARCELS (2500 TO 5,000 SQ FT EA)

*(Specify SF or Acres)*

**Option/Purchase Contract \***

Yes  No

**Total Cost of Land**

0

**>50-Year Land Lease/Option \***

Yes  No

**Total Acquisition Price**

0

*(including Land)*

**Seller(s)**

CITY OF NEW HAVEN

*This name must be on current recorded deed*

**State**

CT

*2- digit State Code*

**Is there a common ownership interest between the purchaser and seller? \***

Yes  No

### Site

**Is the site zoned for your proposed development? \***

Yes  No

---

Please include approval with Site Plan exhibit

---

## 2024 Spring Development Engagement Process - Preliminary Application

Does the development have municipal site plan approval? \*

Yes  No

Located in a Qualified Census Tract (QCT) OR located in a Difficult Development Area (DDA)? \*

QCT  DDA  Neither

Located in an Area of Economic Distress OR Located in an Area of Opportunity? \*

Econ Distress  Area Opport  Neither

Is there a commercial component in the proposed development? \*

Yes  No

Is this a brownfield or adaptive re-use development? \*

Yes  No

Do any adverse siting or environmental site characteristics exist? \*

Yes  No

Is the property listed: a) as a Historic Property or b) as a contributing asset in a Historic District? \*

a)  b)  n/a

Does the development contemplate Historic Tax Credits, either state or federal, as a project source? \*

Yes  No

If so, provide date of Part One approval or anticipated date.

MM-dd-yyyy

Is the development site located outside of a flood plain? \*

Yes  No

On the FEMA Flood Map, does any portion of the property fall within, or does the property line directly abut, any zone other than C or X Unshaded? \*

Yes  No

\* [Requirements and Instructions](#)

### Procurement

Compliance with [DOH Procurement guidelines and requirements](#) is required for DOH funding without exception. **NO WAIVERS WILL BE PROVIDED.**

## 2024 Spring Development Engagement Process - Preliminary Application

Provide a brief written description of the procurement process used or to be used for each development team member. Indicate if RFP, RFQ, public advertising, committee, and scoring was or will be utilized.

Project is a design/build via RFQ process with public advertising, selection criteria and scoring will be utilized in accordance with City of New Haven procurement policy.

### Site Environmental

If the site is located in a flood plain, has DEEP been engaged regarding the need for a Flood Management Certification (FMC)? \*

Yes  No  Not Applicable

Are there any other DEEP approvals that will be required for federal wetlands, aquifer protection, critical habitat, site remediation, water quality certification? \*

Yes  No  Unknown

Indicate whether each of the following reports have been completed (and will be available for you to provide) and if so, the date of the report

Has the Phase I Environmental Site Assessment been completed? \*

Yes  No

04-29-2022

MM-dd-yyyy  
If yes, specify date

Have hazardous materials surveys been completed? \*

Yes  No

Lead-based paint testing and reports \*

Yes  No

Radon testing and reports \*

Yes  No

Asbestos materials testing and reports \*

Yes  No

Has the CEPA documentation been prepared and sent to DOH.CEPA for a determination? \*

Yes  No

## 2024 Spring Development Engagement Process - Preliminary Application

Do not include your CEPA intake form with the Preliminary Application. In order for CEPA review and processing to take place, [CEPA intake form](#) must be completed and emailed to [DOH.CEPA](#) at the completion of 40% Drawings & Specifications. Complete instructions are found in the CEPA intake form.

### Federal Requirements

The following information is required for consideration of federal funding through the Department of Housing

Has the Applicant reviewed Federal environmental requirements? \*

Yes  No  Unknown

Are there any conditions requiring mitigation? \*

Yes  No  Unknown

Does project comply with Section 504 for handicap accessibility? \*

Yes  No  Unknown

Is project construction pricing based on Federal Davis Bacon wages? \*

Yes  No  Unknown

Does this project require any temporary or permanent relocation? \*

Yes  No

[\\* Requirements and Instructions](#)

### Priorities

Proposed development location index from Opportunity Map ([Link](#)) \*

VERY LOW

Proposed development includes more than 25% units for households earning less than 30% AMI? \*

Yes  No

Is proposed development a component of a concerted community revitalization plan? \*

Yes  No

Is proposed development proximate to transport and amenities? \*

Yes  No

Does proposed development promote equity and integration? \*

Yes  No



## 2024 Spring Development Engagement Process - Preliminary Application

[\\* Requirements and Instructions](#)

### Financial

**9% LIHTC Only:** Does the development proposal adhere to less than \$30,000 per unit for tax credits and less than 20% of the population component? \*

Yes  No  Not Sure

Excluding CHFA and DOH funding and LIHTCs, are all required sources of funds awarded or otherwise secured? \*

Yes  No  Not Sure

*for LIHTC, Yes or No only, Not Sure is invalid*

Does the proposed development proforma have balanced sources and uses? \*

Yes  No  Not Sure

*for LIHTC, Yes or No only, Not Sure is invalid*

**LIHTC Only:** If considering tax credits, plan to use Average Income Set-Aside? \*

Yes  No  Not Sure

**LIHTC Only:** If considering tax credits, plan to use a Hybrid Structure? \*

Yes  No  Not Sure

Is the development seeking soft funding such as from AHP or from a local jurisdiction, or has or is pursuing a PILOT? \*

Yes  No  Not Sure

*for LIHTC, Yes or No only, Not Sure is invalid*

Is the development seeking soft funding from DOH? \*

Yes  No  Not Sure

*for LIHTC, Yes or No only, Not Sure is invalid*

[\\* Requirements and Instructions](#)

### Certification

If a LIHTC application is considered, will the Applicant be able to meet the Basic Threshold Requirements outlined in the QAP for the proposed development? \*

Yes  No  N/A

## 2024 Spring Development Engagement Process - Preliminary Application

I certify that the proposed recipient entity and the proposed development activity are eligible under the provisions and definitions of Connecticut General Statutes Section 8-37pp, the Affordable Housing Program. \*

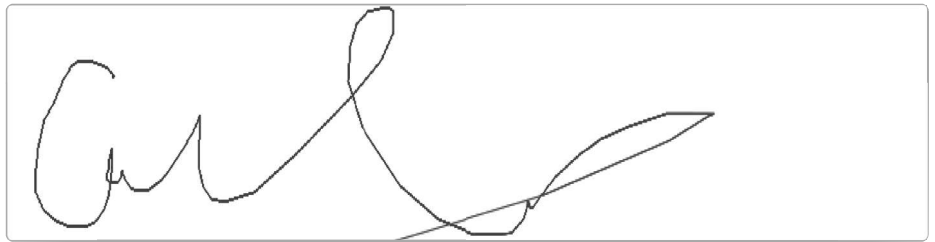
Yes  No

### Applicant Certification \*

The applicant certifies that this Preliminary Application is complete and accurate, to the best of their knowledge, and that there are no material misrepresentations. The applicant further acknowledges that this Preliminary Application is made for informational purposes only and to assist CHFA and the DOH in the determination of the readiness of the proposed development and its potential to further CHFA and State policy goals. Applicant further acknowledges that this Preliminary Application is not an application for funding and that submission of this Preliminary Application and/or participation in the Pre-application conference does not constitute a commitment of any DOH or CHFA funding, tax credit award or other assistance.

The applicant acknowledges that they have read the QAP and related attached documents and are familiar with CHFA and DOH Policies and Procedures. The applicant further acknowledges that each program NOFA and fund offerings come with their own requirements.

Signature \*



Draw using your mouse (or touch screen) to create a digital representation of your actual signature

04-17-2024

MM-dd-yyyy

Date

Catherine Carbonaro-Schroeter, Deputy Director LCI

Name & Title \*

### Exhibit Uploads

DOH requests that the following exhibits, if available, be included to enhance the submission's initial review. The filename of uploads is very important for our proper association of your exhibits to your project, please see below.

Please upload items with names as follows:

<development short name code>

<hyphen>

<municipality where your project is located>

<hyphen>

<file acronym i.e. the four or five letters in parenthesis next to upload file option below>

For example: Mill Homes-Woodbridge-STCTR.pdf

Short name code established for your project: **STARRHO**

## 2024 Spring Development Engagement Process - Preliminary Application

**PROJECT NARRATIVE (PJNAR)**

according to the requirements of the Consolidated Application



*STARRHO.CITY\_OF\_NEW\_HAVEN.PJNAR.pdf*

**SITE CONTROL (STCTR)**

document showing evidence of status



*STARRHO.CITYOFNEWHAVEN.STCTR.pdf*

**SITE PLAN (STPLN)**

approved or proposed to your town



*STARRHO.CITYOFNEWHAVEN.STPLAN.pdf*

**UNIT MATRIX (UNMTX)**

if preliminary information is known



*STARRHO.CITYOFNEWHAVEN.UNMTX.pdf*

**SOURCES AND USES (SRCUS)**

for the project as available at this time



*STARRHO.CITYOFNEWHAVEN.SRCUS.pdf*

**PROCUREMENT PLAN (PRPLN)**

for all major project team participants if available



*STARRHO.CITYOFNEWHAVEN.PRPLN.pdf*

**ZONING APPROVAL (ZONE)**

include all approval conditions as applicable



*STARRHO.CITYOFNEWHAVEN.ZONE.pdf*

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\* [Requirements and Instructions](#)

\* Email responses confirming receipt of your submission may go to your Spam/Junk/Other folder, please check there.

## STARR-WINCHESTER HOMEOWNERSHIP PROJECT

### NARRATIVE

The City of New Haven's Livable City Initiative is serving as owner/developer of the Starr-Winchester Homeownership Project ("Project"). The Project consists of the construction of fifteen (15) homeownership units, (3) rental units and one (1) single family on Starr Street between Winchester Avenue and Shelton Ave and along with Winchester Avenue between Starr Street and Ivy Street in the Newhallville neighborhood. The Project encompasses the redevelopment of ten (11) city owned vacant lots for the construction of (5) duplex style homeownership, (4) two-family and (1) single family new structures all available for sale to homeowners. The total Redevelopment Project will encompass three (3) city blocks and a total of nineteen (19) net new units to include fifteen (15) homeownership units and four (4) rental units.

New Haven's Livable City Initiative is concentrating its efforts to stabilize some of its most distressed neighborhoods through enhanced homeownership strategies that include new construction and rehabilitation of blighted structures. Although work is underway on the periphery of the city, many of our urban neighborhoods continue to suffer from speculative development that has virtually left our neighborhoods void of homeowners that have a vested interest in building equity and community.

The Project will provide significant impact focusing on the remaining blocks which are currently comprised of properties that have a majority homeownership occupancy and the availability of land for acquisition to transform the block into 90-100% homeowner occupancy. The Project will provide homeownership and/or rentals for families with a mixture of income for 300% FPG (federal poverty guidance) and up to 100% AMI (HUD Area Media Income). Newhallville saw very little new construction for residential homeownership units until the Thompson-Winchester Homeownership Development in 2020 wherein the State of Connecticut Department of Housing and City of New Haven partnered to see this project to completion. The neighborhood's population of approximately 8,400 includes 50% of the population as families that remain above the median for many of New Haven's neighborhood. Most of the housing stock in the neighborhood is more than 75 years old with no net new structures added to the current inventory. The market for new construction multi-family structures in this neighborhood is ever-growing and remains a constant for new and first-time homebuyers. The opportunity for rental income is appealing to many of the city's buyers because of the strong rental market throughout the City. This project will seek to stabilize a price point of approximately \$180,000-\$250,000 based on income and consistent with New Haven's affordable homeownership market.

The Newhallville neighborhood is bordered on the north by the town of Hamden on the east by Winchester Avenue, on the south by Munson Street, on the southwest by Crescent Street, and on the northwest by Fournier Street. The main routes are Dixwell Avenue, Shelton Avenue, Winchester Avenue, and Bassett Street. Once home to Winchester Arms Manufacturing as well as small and light industrial industries, the neighborhood has become entirely residential. The historic Farmington Canal runs through the middle of the neighborhood.

This Project will leverage more than \$100M in private investment, leveraged by state and local funding. Newhallville has undergone an economic boom with the development of Science Park Development Park, development of Higher One, Winstanley Enterprises, ConnCorp and Yale University along with Forest City's transforming an abandoned rifle factory that was once the economic engine of Newhallville into a \$54 million historic rehab project called Winchester Lofts.

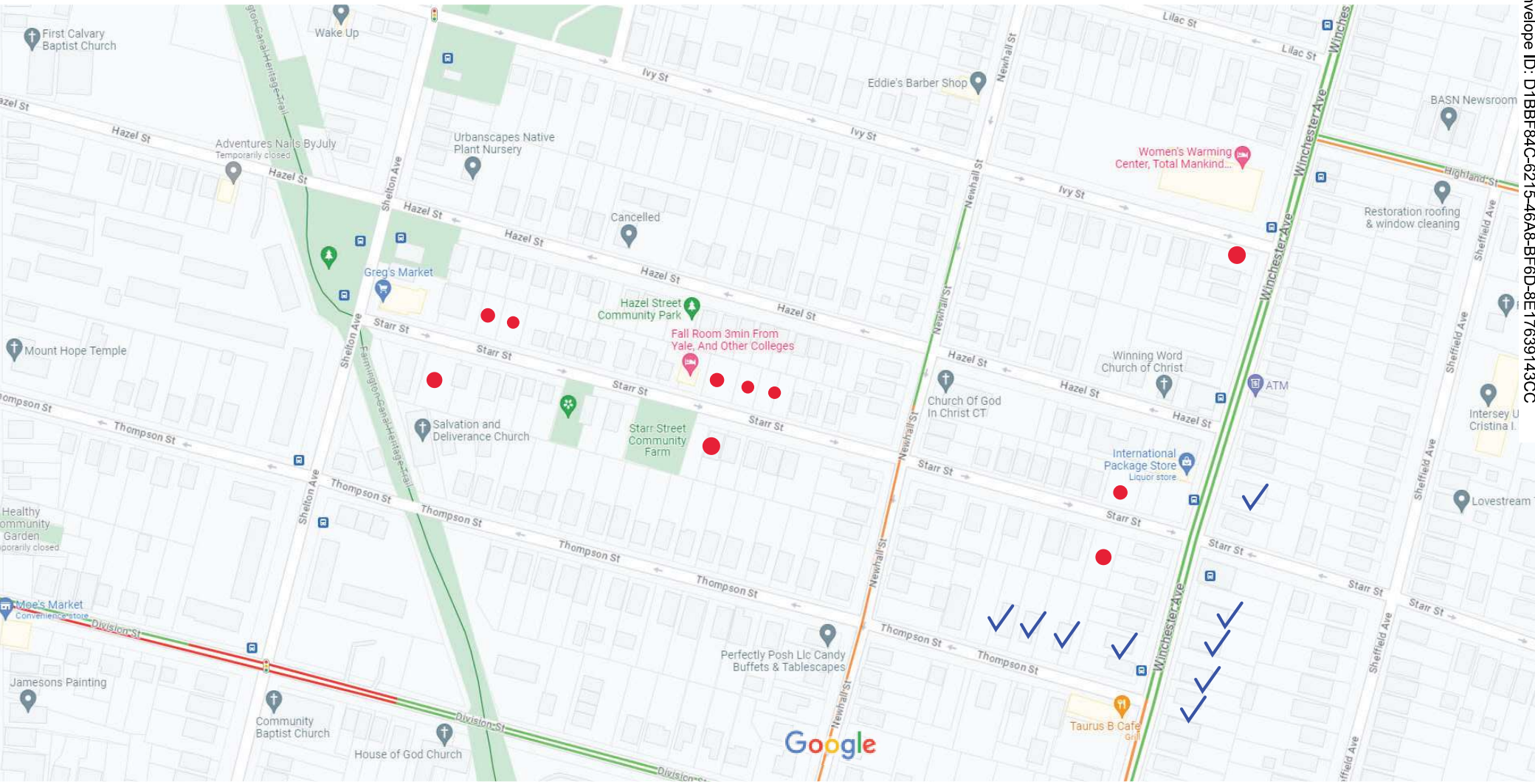
This Project will be centrally located on transportation routes for easy access and are on or within walking distance to the main thoroughfare Winchester Ave (attached bus route map). Additionally, the Project is within a block of Science Park that is fast growing as the economic hub for Newhallville. New Haven has been a pioneer of safe street design in Connecticut with New Haven Complete Streets design manual and its commitment to implementing these design standards where possible.

**Properties**

Address	Style	Type	H/O AMI	Rental AMI
<b>136 Starr Street</b>	Up and Down			
- Unit A		1	80%	
- Unit B		1		80%
<b>209 Starr St</b>	Duplex			
- Unit A		1	80%	
- Unit B		1	100%	
<b>213 Starr St</b>	Duplex			
- Unit A		1	300%	
- Unit B		1	100%	
<b>215 Starr St</b>	Duplex			
- Unit A		1	80%	
- Unit B		1	100%	
<b>261 Starr St</b>	Up and Down			
- Unit A		1	100%	
- Unit B		1		65%
<b>265 Starr St</b>	Up and Down			
- Unit A		1	300%	
- Unit B		1		100%
<b>632 Winchester ave</b>	Single	1	100%	
<b>139 Starr Street</b>	Duplex			
- Unit A		1	80%	
- Unit B		1	300%	
<b>274 Starr Street</b>	Duplex			
- Unit A		1	80%	
- Unit B		1	300%	
<b>222 Starr St - Need 15 Ft Big Garden</b>	Up and Down			
- Unit A		1	80%	
- Unit B		1		65%

Mix		Units	H/O	Rental
<b>TOTALS</b>		<b>19</b>	<b>15</b>	<b>4</b>
Units 80% AMI Under			6	1
Units 300% AMI Under/65% Under			4	2
Units 100% AMI under			5	1
Duplex		5		
2 Family		4		
Single		1		

# STARR WINCHESTER HOMEOWNERSHIP



Map data ©2023 Google 100 ft

Live traffic	Fast	Slow
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✓ Thompson - Winchester Homeownership - 100% sold H/O

● Starr - Winchester Homeownership

**DOH-CHFA DEVELOPMENT ENGAGEMENT PROCESS**

**UNIT MIX MATRIX EXHIBIT**

Date: 17-Apr-24

PROJECT NAME	STARR WINCHESTER HOMEOWNERSHIP
PROJECT MUNICIPALITY	CITY OF NEW HAVEN
PROJECT SPONSOR	CITY OF NEW HAVEN
RESPONDENT EMAIL	<a href="mailto:CCARBONA@NEWHAVENCT.GOV">CCARBONA@NEWHAVENCT.GOV</a>

Unit Count by Size and Area Median Income (AMI) Band							
AMI Band	Studio or 0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	TOTAL	
0-30% AMI						0	<i>enter counts</i>
31-50% AMI						0	<i>enter counts</i>
51-60% AMI						0	<i>enter counts</i>
61-80% AMI			3	10		13	<i>enter counts</i>
<i>Unrestricted or Market Rate</i>			1	5		6	<i>enter counts</i>
Affordable Total	0	0	3	10	0	13	<i>formula calculated</i>
Project Total	0	0	4	15	0	19	<i>formula calculated</i>



**STARK WINCHESTER DEVELOPMENT BUDGET**

10/1/2024

Account	Line Item	COST	CONH	DOH	New Balance
<b>Acquisition and Site Development</b>					
1410	Land Cost				0.00
1411	Building Cost-Acq - DAP				0.00
1412	Surveys & Maps	45,000.00	45,000.00	0.00	45,000.00
1413	Title Exam/Insur.				0.00
1414	Recording Fees				0.00
1415	Closing Costs				0.00
1416	Legal Costs/Acq.				0.00
1417	Site Improvements				0.00
1418	Unusual Site Imp.				0.00
1419	Utility Hookups				0.00
1420	Demolition				0.00
1421	Envir. Remediation.				0.00
1422	Site Bond Premium				0.00
1423	Acq. Prop. Oper. Exp.				0.00
1424	Gross Site Income				0.00
1425	Land Use Approvals				0.00
	<b>Total Acq. &amp; Site Dev.</b>	45,000.00	45,000.00	0.00	45,000.00
<b>Architectural and Engineering</b>					
1430	Design Consultant	120,000.00	120,000.00		120,000.00
1431	Design Consult. – Admin.				0.00
1432	Design Consult. – Eng.	100,000.00	100,000.00		100,000.00
1433	HERS Rater				0.00
1434	Blueprints & Supplies				0.00
1435	Borings & Test Pits				0.00
1436	Environmental Studies	10,000.00	10,000.00		10,000.00
1437	Life Cycle Cost Analysis				0.00
1438	Clerk of the Works				0.00
1439	Concrete Testing				0.00
1439.5	Traffic Study				0.00
	<b>Total Arch. &amp; Eng.</b>	230,000.00	230,000.00		230,000.00
<b>General Contract</b>					
1440	Site Improvements (in GC)				0.00
1441	Main Buildings – New	6,821,000.00	3,831,000.00	2,990,000.00	6,821,000.00
1442	Main Buildings – Rehab.	0.00	0.00		0.00
1443	Other Buildings				0.00
1444	Demolition (if part of GC)				0.00
1445	General Requirements	200,000.00	200,000.00		200,000.00
1446	Builder’s Overhead	100,000.00	100,000.00		100,000.00
1447	Builder’s Profit				0.00
1448	Bond Premium	250,000.00	250,000.00		250,000.00
1449	Building Permits				0.00
1450	Other Permits				0.00
1451	Hard Cost Contingency				0.00
1452	Construction Cost Estimating				0.00
	<b>Total General Contract</b>	7,371,000.00	4,381,000.00	2,990,000.00	7,371,000.00

Continued on next page.

CITY OF NEW HAVEN

Request for Payment/Expenditure Verification

Account	Line Item	COST	CONH	DOH	New Balance
				DOH	
<b>Furnishings and Equipment</b>					
1460	Office/Maintenance Equip.				0.00
1461	Furniture & Appliances				0.00
					0.00
	<b>Total Furnishings &amp; Equip.</b>	0.00	0.00		0.00
<b>Financing and Interim Costs</b>					
1470	DOH Interest				0.00
1471	Property Taxes				0.00
1472	Property Insurance				0.00
1473	Const. Loan Commit. Fee				0.00
1474	Permanent Loan Orig. Fee				0.00
1475	CHFA Tax Credit Fee				0.00
1476	Other Fin. Fees and Interest				0.00
	<b>Total Financing &amp; Interim</b>	0.00	0.00		0.00
<b>Other Development Costs</b>					
1480	Sponsor/Devel. Legal				0.00
1481	DOH Legal	10,000.00		10,000.00	10,000.00
1482	Accounting				0.00
1483	Audit				0.00
1484	Cost Certification				0.00
1485	Appraisals				0.00
1486	Market Analysis				0.00
1487	Res. Training/Buy. Ed.				0.00
1488	Lease Up & Marketing				0.00
1489	Relocation				0.00
1490	Contractual Services				0.00
1491	Developer's Fee				0.00
1492	Operating Deficit Reserv.				0.00
1493	Other Req. Cap. Reserves				0.00
	<b>Total Other Dev. Costs</b>	10,000.00	0.00	10,000.00	10,000.00
<b>Soft Cost Contingency</b>					
1500	ADMIN	0.00	0.00	0.00	0.00
	<b>Total Soft Cost Contingency</b>	0.00	0.00	0.00	0.00
<b>Total Project Costs</b>					
		7,656,000.00	4,656,000.00	3,000,000.00	7,656,000.00

November 13, 2024

To: Board of Alders

From: Donald Hayden, Tax Abatement Committee Staff

Sherry Redfearn has submitted a petition to the Board of Alders for abatement (deferral of collection) of taxes due on her residence Grand List of 2023.

ORDER ABATING (DEFERRING COLLECTION OF) REAL PROPERTY TAXES DUE FROM SHERRY REDFEARN ON HER RESIDENCE GRAND LIST OF 2023.

ORDERED by the New Haven Board of Aldermen, acting pursuant to Section 12-124 of the Connecticut General Statutes, Revision of 1958 as amended, and Section 52 of the Charter of the City of New Haven, that the real property taxes laid for the Grand List of October 1, 2023, (the "Taxes") on the premises known as 7 Hemingway Place (the "Property"), which premises are the sole residence of Sherry Redfearn (the "Taxpayer"), be and hereby are abated (by which it is meant that collection of such Taxes shall be deferred) because said person is poor and unable to pay the same, provided that the following conditions shall be satisfied:

1. The Taxpayer shall execute an agreement with the City, approved by Corporation Counsel as to form and correctness, to pay the Taxes as specified in paragraph 4 hereinafter (the "Agreement"). The Taxes include the tax levied pursuant to law on the Property for the Grand List of October 1, 2023, as that tax may be reduced by any tax credits or exemptions administered by the Assessor or Tax Collector pursuant to State law ("the Tax Principal"), plus the \$24.00 lien fee associated with the recording noted in paragraph 3 hereinafter.
2. The Agreement shall be in the form and manner required for the transfer of an interest in real property. It shall contain a legal description of the Property, shall be recorded in the New Haven Land Records, shall constitute a lien on said Property, and shall remain valid until paid.
3. The Tax Collector, acting pursuant to Chapter 205 of the statutes, shall cause to be recorded in the New Haven Land Records a certificate continuing the municipal tax lien, created by Section 12-172 of the statutes, with respect to the tax levied on the Property for the Grand List of October 1, 2023.
4. The Taxes shall be due and payable in full upon the earliest of the death of the Taxpayers, or when the Taxpayers no longer reside at the Property, or upon the sale or transfer of title to the Property, whether voluntarily or involuntarily or by operation of law. Interest shall accrue at the rate of six percent per annum (one-half percent per month) on the Tax Principal specified in paragraph 1 from the due date of each installment thereof. Any interest which may have accrued in excess of such rate prior to the execution and recording of the Agreement shall be abated (eliminated). The municipal tax lien and the lien created by the Agreement shall be released by the Tax Collector when the Taxes secured thereby have been paid.
5. The Agreement, properly executed by the Taxpayer, shall be returned by the Taxpayer to the Office of Legislative Services for final review by Corporation Counsel, execution by the Mayor, and recording in the New Haven Land Records.

..Title

ORDER ASSISTING STACEY WATTS ON REAL PROPERTY TAXES FOR PROPERTY LOCATED AT 89 HAVEN STREET, ACCOUNT NUMBER 9937.

..Body

WHEREAS: Ms. Watts purchased property located at 89-93 Haven Street in October 2020; and

WHEREAS: The property located at 89 Haven Street is a sliver lot and was not included in the original deed, and

WHEREAS: The property located at 89 Haven Street was transferred to Ms. Watts in July 2024, and

WHEREAS: The tax bills for the 89 Haven Street sliver lot had been sent to the previous owner, Kaja LLC, and

WHEREAS: Ms. Watts now has outstanding tax bills from grand lists 2019 through 2023, and

WHEREAS: Ms. Watts is requesting assistance from the New Haven Board of Alders.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest and fees for account number 12890 be forgiven.