

TO: Members, North Walke Housing Corp.
FROM: John Igneri, Chairman
DATE: January 5, 2022
RE: Regular Meeting Notice

NORTH WALKE HOUSING COPORATION

**JANUARY 11, 2022
5:30 P.M.
REGULAR MEETING AGENDA**

The next meeting will be held on **TUESDAY, JANUARY 11, 2022 at 5:30 p.m.** Due to the ongoing public health situation the meeting will be held as a Zoom virtual meeting via the link provided below. The meeting will also be broadcast on the Norwalk Redevelopment Agency YouTube channel:

https://www.youtube.com/channel/UCHMiAZt32k6BnjaKdnUalug?view_as=subscriber.

ZOOM Meeting Link:

<https://us06web.zoom.us/j/87819590706?pwd=c2dMWnRGcEV2Q0h0Vm5USDdWRjNmQT09>

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC PARTICIPATION**
- IV. ADMINISTRATION**
 - a. Approval Of Minutes
 - i) Approve minutes of the November 9, 2021 regular meeting
 - b. Financials
 - i) Audit
 - (1) Approve North Walke Housing Corporation Audited Financial Statements for Fiscal Year Ended June 30, 2021 to be presented by Auditor, Michael Solakian
- I. BUSINESS**
- II. NEW BUSINESS**
- III. OLD BUSINESS**
- IV. ADJOURNMENT**

**CITY OF NORWALK
NORTH WALKE HOUSING CORPORATION
REGULAR MEETING
NOVEMBER 9, 2021**

ATTENDANCE: John Igneri, Chair; Kelly Bloom, Lisa Cooper, David Westmoreland

OTHERS: Brian Bidolli, Redevelopment Agency Executive Director; Katie O’Leary, Communication Director, Eugenia Lupinski, Director of Finance.

CALL TO ORDER

Mr. Igneri called the meeting to order at 5:30 p.m.

ROLL CALL

Mr. Igneri called the roll. A quorum was present.

PUBLIC PARTICIPATION

There was no one present from the public who wished to address the Board Members at this time.

I. ADMINISTRATION

1. APPROVAL OF MINUTES

a. Approve Minutes of the September 21, 2021 Regular Meeting.

**** MR. WESTMORELAND MOVED THE MINUTES OF THE SEPTEMBER 21, 2021
REGULAR MEETING.**

**** MS. BLOOM SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 21, 2021 REGULAR
MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

2. FINANCIALS

**a. Approve North Walke Housing Corporation Statement of Revenues and Expenditures and
Balance Sheets for all funds for quarter ending September 30, 2021.**

Ms. Lupinski stated that for the quarter ending September 30, 2021, the North Walke Fund 400 had \$2,885 in revenue and \$305 of expenses which resulted in a net surplus of \$2,580. The Balance Sheet for this fund had assets of \$421,000, and liabilities and net assets of \$421,000.

The North Walke Revolving Loan Fund 450 had \$723 of a net operating surplus which is interest income from notes. This fund has \$137,000 in assets, and \$137,000 in liabilities and net assets.

**** MR. WESTMORELAND MOTIONED TO APPROVE THE NORTH WALKE HOUSING CORPORATION STATEMENT OF REVENUES AND EXPENDITURES AND BALANCE SHEETS FOR ALL FUNDS FOR QUARTER ENDING SEPTEMBER 30, 2021, AS PRESENTED**

**** MS. BLOOM SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

II. BUSINESS

III. NEW BUSINESS

There was no new business to consider at this time.

IV. OLD BUSINESS

There was no old business to consider at this time.

ADJOURNMENT

**** MR. WESTMORELAND MOVED TO ADJOURN.**

**** MS. COOPER SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 5:33 p.m.

Respectfully submitted

S. L. Soltes
Telesco Secretarial Services

North Walke Housing Corporation

Financial Statements and Supplementary Information

Years ended June 30, 2021 and 2020

NORTH WALKE HOUSING CORPORATION

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Years ended June 30, 2021 and 2020

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Michael Solakian, CPA

580 Johns Pass Avenue
Madeira Beach, FL 33708 USA
www.solakiancpa.com

Independent Auditor's Report

To the Board of Commissioners
North Walke Housing Corporation

We have audited the accompanying financial statements of *North Walke Housing Corporation* (a nonprofit organization) which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of *North Walke Housing Corporation* as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Solakian & Company, LLC

November 30, 2021

NORTH WALKE HOUSING CORPORATION

Statements of Financial Position

June 30, 2021 and 2020

<i>Assets</i>	<u>2021</u>	<u>2020</u>
Cash	\$ 45,036	44,428
Investments	154,471	553,875
Accounts and loans receivable	<u>355,671</u>	<u>113,192</u>
Total assets	\$ <u>555,178</u>	<u>711,495</u>
 <i>Liabilities and Net Assets</i>		
Accounts payable	\$ 145	145
Other liabilities	122,420	282,420
Loans payable	<u>50,722</u>	<u>50,722</u>
Total liabilities	173,287	333,287
Net assets without restrictions	<u>381,891</u>	<u>378,208</u>
Total liabilities and net assets	\$ <u>555,178</u>	<u>711,495</u>

See accompanying notes to financial statements.

NORTH WALKE HOUSING CORPORATION

Statements of Activities

Years ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenues:		
Program income	\$ 7,650	9,600
Interest income	<u>3,784</u>	<u>5,150</u>
Total revenues	<u>11,434</u>	<u>14,750</u>
Expenses:		
Program:		
Project expenses	-	-
Management and general:		
Professional fees	6,500	6,500
Office and miscellaneous expenses	<u>1,251</u>	<u>1,230</u>
Total expenses	<u>7,751</u>	<u>7,730</u>
Change in net assets	3,683	7,020
Net assets - beginning of year	<u>378,208</u>	<u>371,188</u>
Net assets - end of year	<u>\$ 381,891</u>	<u>378,208</u>

See accompanying notes to financial statements.

NORTH WALKE HOUSING CORPORATION

Statements of Cash Flows

Years ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Change in net assets	\$ 3,683	7,020
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Decrease (increase) in:		
Accounts and loans receivable	(242,479)	5,811
Increase (decrease) in:		
Other liabilities	<u>(160,000)</u>	<u>(570,000)</u>
Net cash used in operating activities	<u>(398,796)</u>	<u>(557,169)</u>
Cash flows from investing activities:		
Redemption (purchase) of investments	<u>399,404</u>	<u>(202,057)</u>
Net cash provided by (used in) investing activities	<u>399,404</u>	<u>(202,057)</u>
Net increase (decrease) in cash	608	(759,226)
Cash - beginning of year	<u>44,428</u>	<u>803,654</u>
Cash - end of year	<u>\$ 45,036</u>	<u>44,428</u>

See accompanying notes to financial statements.

NORTH WALKE HOUSING CORPORATION

Notes to Financial Statements

June 30, 2021 and 2020

(1) **Reporting Entity**

The North Walke Housing Corporation (NWHC or Corporation) is a non-stock, nonprofit corporation established in 1987 to act as a community development housing corporation to provide housing opportunities for low-and-moderate income individuals and families in Norwalk, Connecticut.

(2) **Summary of Significant Accounting Policies**

Financial Statement Presentation

NWHC follows accounting for not-for-profit organizations as outlined in professional standards. Accordingly, it is required to report information regarding its financial position and activities according to two classes of net assets as follows:

Net Assets Without Donor Restrictions - Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions - Net assets subject to donor (or grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates those resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Grants and Contracts

Grants and contracts are generally considered to be exchange transactions in which the grantor or contractor requires the performance of specified activities.

Entitlement to cost reimbursement grants and contracts is based on the expenditure of funds in accordance with grant restrictions and, therefore, revenue is recognized to the extent of grant expenditures. Entitlement to performance-based grants and contracts are based on the attainment of specific performance goals and, therefore, revenue is recognized to the extent of performance achieved.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenues and expenses. Actual results could differ from those estimates.

(Continued)

NORTH WALKE HOUSING CORPORATION

Notes to Financial Statements

(2) Summary of Significant Accounting Policies (continued)

Subsequent Events

Subsequent events have been evaluated through November 30, 2021, which is the date the financial statements were available to be issued.

Cash and Investments

The carrying amount of cash and money market investments at June 30, 2021 and 2020 was approximately \$199,500 and \$598,300, respectively, as shown in the accompanying statement of financial position. The bank balances of these funds totaled approximately \$199,500 and \$598,300 as of June 30, 2021 and 2020, respectively, of which \$250,000 was covered through the Federal Deposit Insurance Corporation.

Income Tax Status

NWHC is exempt from federal income taxes pursuant to provisions of Section 501(c) (3) of the Internal Revenue Code and has been classified as “other than a private foundation.”

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by NWHC and recognize a tax liability (or asset) if it has taken an uncertain position that more-likely-than-not would not be sustained upon examination by the applicable taxing authorities. Management has analyzed the tax positions, and has concluded that as of June 30, 2021, there are no uncertain tax positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements.

NWHC is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Management believes it is no longer subject to income tax examinations for years prior to 2018.

(3) Related Party Transactions

Norwalk Redevelopment Corporation (NRA) owed NWHC approximately \$3,000 and \$3,900 as of June 30, 2021 and 2020, respectively, which is included in accounts and loans receivable.

Certain management and commissioners of the NRA function in the same capacity at the NWHC.

(4) Loan Payable

During the year ended June 30, 2006, the Corporation obtained approximately \$51,000 of loan proceeds payable to Federal Home Loan Bank. The outstanding balance was approximately \$51,000 as of June 30, 2021 and 2020.

(Continued)

NORTH WALKE HOUSING CORPORATION

Notes to Financial Statements

(5) Adoption and Future Accounting Pronouncements

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. generally accepted accounting principles. The Corporation adopted the new standard effective July 1, 2020 using the full retrospective method. The adoption of this ASU did not have a significant impact on the Corporation's financial statements, and no changes were required to previously reported revenues.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU 2018-08 assists entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other guidance and (2) determining whether a contribution is conditional. The provisions of ASU 2018-08 are effective for years beginning after December 15, 2019. The Corporation adopted the standard effective July 1, 2020 and it did not have a significant impact on the financial statements, and no changes were required to previously reported revenues.

In February 2016, the FASB issued ASU 2016-02, *Leases*. ASU 2016-02 requires entities to recognize all leased assets as assets on the statement of financial position with a corresponding liability. Entities will also be required to present additional disclosures regarding the nature and extent of leasing activities. ASU 2016-02 is effective for nonpublic entities for periods beginning after December 15, 2021. The Corporation has not yet evaluated the impact of this statement.

(6) Liquidity and Availability of Resources

The Corporation has approximately \$555,000 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures consisting of cash and equivalents of \$199,000 and accounts and loans receivable of \$356,000. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date.

The Corporation has a goal to maintain financial assets, which consist of cash and equivalents and pledges and other receivables, on hand to meet one year of annual operating expenses, which are, on average, approximately \$10,000. The Corporation has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, as part of its liquidity management, the Corporation invests cash in excess of daily requirements in various short-term investments.

(7) Subsequent Events relating to COVID-19

In March 2020, the World Health Organization classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Corporation's financial condition, liquidity, and future operations, and management is actively monitoring the situation. Given the continuance of the COVID-19 outbreak, the Corporation is not able to estimate the effects on its results of operations, financial condition, or liquidity for 2022.



3 Belden Avenue, Norwalk, CT 06850 • 203-854-7810 • norwalkredevelopment.org

TO: Members, Norwalk Redevelopment Agency
FROM: John Ignneri, Chairman
DATE: January 7, 2022
RE: Regular Meeting Notice

NORWALK REDEVELOPMENT AGENCY

JANUARY 11, 2022

5:30 P.M.

REGULAR MEETING AGENDA

The next meeting of the Norwalk Redevelopment Agency will be held on **TUESDAY, JANUARY 11, 2022 at 5:30 p.m.** Due to the ongoing public health situation the meeting will be held as a Zoom virtual meeting via the link provided below. The meeting will also be broadcast on the Norwalk Redevelopment Agency YouTube channel:

https://www.youtube.com/channel/UCHMiAZt32k6BnjaKdnUalug?view_as=subscriber.

ZOOM Meeting Link:

<https://us06web.zoom.us/j/87819590706?pwd=c2dMWnRGcEV2Q0h0Vm5USDdWRjNmQT09>

I CALL TO ORDER

II ROLL CALL

III PUBLIC PARTICIPATION

IV ADMINISTRATION

- a) Approval of Minutes
 - i) Approve minutes of the November 9, 2021 regular meeting
- b) Financials
 - i) Audit
 - (1) Approve Norwalk Redevelopment Agency Audited Financial Statements for Fiscal Year Ended June 30, 2021 to be presented by Auditor, Michael Solakian.
 - ii) Statement of Revenues and Expenditures for Operating Fund 100 for Year-to-Date
 - (1) Approve Norwalk Redevelopment Agency Statement of Revenues and Expenditures for Operating Fund 100 for Year-to-Date November 30, 2021.

V BUSINESS

- a) Urban Core Landscaping & Maintenance Services
 - i) Approve extension of contract with Meticulous Landscaping through June 30, 2022.
- b) Agency Work Program Update
 - i) Residential Rehabilitation Program
 - ii) Webster St. Lot
 - iii) South Norwalk Train Station Study
- c) Loan Review
 - i) Approve Residential Rehabilitation Loan for 4 Gwendolyn Street (Owner Hillary Pollard) and authorize Executive Director, Brian T. Bidolli, to execute contracts for value not to exceed \$31,000.

VI NEW BUSINESS

VII OLD BUSINESS

VIII ADJOURNMENT

**CITY OF NORWALK
REDEVELOPMENT AGENCY
REGULAR MEETING
NOVEMBER 9, 2021**

ATTENDANCE: John Igneri, Chair; Kelly Bloom, Lisa Cooper, David Westmoreland

OTHERS: Brian Bidolli, Redevelopment Agency Executive Director; Katie O’Leary, Communication Director, Eugenia Lupinski, Director of Finance.

CALL TO ORDER

Mr. Igneri called the meeting to order at 5:33p.m.

ROLL CALL

Mr. Igneri called the roll. A quorum was present.

PUBLIC PARTICIPATION

There was no one present from the public who wished to address the Board Members at this time.

I. ADMINISTRATION

1. APPROVAL OF MINUTES

a. Approve Minutes of the October 19, 2021 Regular Meeting.

The following correction was noted:

Page 4, under **EXECUTIVE SESSION**, please change the following from:

**** MR. WESTMORELAND MOVED TO LEAVE EXECUTIVE SESSION.
** MS. BLOOMED SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

To:

**** MR. WESTMORELAND MOVED TO LEAVE EXECUTIVE SESSION.
** MS. BLOOM SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

**** MR. WESTMORELAND MOVED THE MINUTES OF THE OCTOBER 19, 2021 MINUTES AS CORRECTED.**

**** MS. BLOOM SECONDED.**

**** THE MOTION TO APPROVE THE OCTOBER 19, 2021 MINUTES AS CORRECTED PASSED WITH TWO (2) IN FAVOR (BLOOM AND WESTMORELAND) AND ONE ABSTENTION (COOPER).**

b) Financials

i) Approve Norwalk Redevelopment Agency Statement of Revenues and Expenditures and Balance Sheets for all funds for the quarter ending September 30, 2021.

Ms. Lupinski stated that Operating Fund 100 had actual revenue of \$321,000 versus the budget of \$355,000 which resulted in an unfavorable variance of \$34,000. This was due to lower CDBG grant revenue which will be recouped over the remainder of the year.

The total actual expenditures for the year was \$347,000 versus the budgeted expenses of \$367,000, resulting in a favorable variance of \$20,000. This was due to favorable variances in personnel expenses (\$16,000) and administrative expenses (\$4,000).

The actual net operating deficit of \$26,000 versus the net operating budget deficit of \$12,000 has resulted in an unfavorable deficit of \$14,000.

The balance sheet has \$5,150,000 in cash, accounts receivable, due to other funds and property, and \$1,650,000 in net loans receivable. There's \$988,000 in deferred revenues which will be earned when expended and \$3,483,000 in net assets.

She stated that the financial statements for the other funds are also included in the package. There are no major variances except that the CDBG Non-Revolving Loan Fund 300 had an operating deficit of \$26,000 which will be reimbursed by CDBG in the next drawdown.

**** MR. WESTMORELAND MOTIONED TO APPROVE THE NORWALK REDEVELOPMENT AGENCY STATEMENT OF REVENUES AND EXPENDITURES AND BALANCE SHEETS FOR ALL FUNDS FOR THE QUARTER ENDING SEPTEMBER 30, 2021 AS PRESENTED.**

**** MS. BLOOM SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

BUSINESS

a) DECD \$3M Waypoint Phase II Public Infrastructure Improvements Grant

i) Authorize the Agency's Executive Director to execute all documents required to implement the DECD \$3M Waypoint Phase II Public Infrastructure Improvements Grant.

Mr. Bidolli said that this was an administrative grant to support the creation of streetscapes. The grant period has been extended but they need a formal resolution with Mr. Bidolli's authorization.

**** MR. WESTMORELAND MOVED TO APPROVE AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS REQUIRED TO IMPLEMENT THE DECD \$3M WAYPOINT PHASE II PUBLIC INFRASTRUCTURE IMPROVEMENTS GRANT.**

**** MS. COOPER SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

b) GIS Sidewalk Inventory and Design

i) Authorize the Agency's Executive Director to execute all documents and contracts required to implement the GIS Sidewalk Inventory and Design project.

Mr. Bidolli said that this project came from the City's transportation staff and it will allow the City to inventory the city sidewalks. There are CDBG funds involved, and the focus is constructing new sidewalks along Soundview Avenue.

Mr. Westmoreland asked if there was a complete inventory database. Mr. Bidolli said that there was data already entered in the database along with ratings for the condition of the sidewalks. They will continue to build out the database. Mr. Westmoreland said that he would be interested in watching some particular areas. Mr. Bidolli said that he would keep Mr. Westmoreland in the loop.

A discussion followed about how the funds would be spent.

**** MR. WESTMORELAND MOVED TO APPROVE AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS AND CONTRACTS REQUIRED TO IMPLEMENT THE GIS SIDEWALK INVENTORY AND DESIGN PROJECT.**

**** MS. COOPER SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

NEW BUSINESS

There was no new business to consider at this time.

OLD BUSINESS

There was no old business to consider at this time.

EXECUTIVE SESSION

**** MS. BLOOM MOVED TO ENTER INTO EXECUTIVE SESSION.**

**** MR. WESTMORELAND SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The Board Members entered into Executive Session at 5:45 p.m.

The Board Members came out of Executive Session at 6:14 p.m.

a) Office Lease Update

i) Discussion and possible action on VIII (a).

**** MR. WESTMORELAND MOVED TO APPROVE TO AUTHORIZE AN INCREASE TO OCCUPANCY BUDGET BY \$40,000 AND AUTHORIZE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE LEASE AGREEMENTS AS NEEDED FOR AGENCY OFFICE SPACE.**

**** MS. COOPER SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

b) Discussion and update on litigation titled City of Norwalk and City of Norwalk Redevelopment Agency vs. ILSR Owners, LLC, which is currently pending in the Stamford-Norwalk Judicial District at Stamford.

i) Discussion and possible action on VIII (b).

**** MS. BLOOM MOTIONED TO APPROVE TO AUTHORIZE OFFER OF COMPROMISE AS PROPOSED REGARDING LITIGATION TITLED CITY OF NORWALK AND CITY OF NORWALK REDEVELOPMENT AGENCY VS. ILSR OWNERS, LLC.**

**** MS. COOPER SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** MS. COOPER MOVED TO ADJOURN.**

**** MR. WESTMORELAND SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 6:14 p.m.

Respectfully submitted

S. L. Soltes

Telesco Secretarial Services



Government-wide Financial Statements and Single Audit Reports

Year ended June 30, 2021

NORWALK REDEVELOPMENT AGENCY

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Year ended June 30, 2021

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Independent Auditor's Report

To the Board of Commissioners
Norwalk Redevelopment Agency

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and major fund of *Norwalk Redevelopment Agency* as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of *Norwalk Redevelopment Agency*, as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information


Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 1-6 and 21 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2021, on our consideration of *Norwalk Redevelopment Agency's* internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the *Norwalk Redevelopment Agency's* internal control over financial reporting and compliance.

Solatkin + Company, LLC

November 30, 2021

NORWALK REDEVELOPMENT AGENCY, INC.

Management's Discussion and Analysis

June 30, 2021

As management of the Norwalk Redevelopment Agency, Inc. (the "Agency"), we offer readers of the Agency's financial statements this narrative overview and analysis of the financial activities of the Agency for the fiscal year ended June 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in the Agency's basic financial statements that follow this section.

Financial Highlights – Norwalk Redevelopment Agency

The assets of the Norwalk Redevelopment Agency exceeded its liabilities at the close of the most recent fiscal year by \$4,178,323 (net assets). There was no increase or decrease in net assets due to a break-even position for the fiscal year ended June 30, 2021.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Agency's basic financial statements. The Agency's financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to financial statements. As outlined in GASB 34, this report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Agency's assets and liabilities, with the difference between the two reported as net position. Over time increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is trending up or down.

The statement of activities presents information showing how the Agency's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. Both of the government-wide financial statements distinguish functions of the Agency that are principally supported by Federal HUD Community Development Block Grant (CDBG), Connecticut (State) Department of Economic Community Development (DECD), Choice Neighborhood Initiatives (CNI), Agency and City of Norwalk (City) grants (governmental activities). Agency projects are essential to the City so that the City can maintain stable taxes, avoid stagnation, and preserve the City's AAA bond rating.

(Continued)

NORWALK REDEVELOPMENT AGENCY, INC.

Management's Discussion and Analysis

June 30, 2021

Government-Wide Financial Statements (continued)

The governmental activities of the Agency include Non-Revolving Loan Activities funded by the CDBG, Revolving Loan Activities funded by paid-off loans that are invested back into the Norwalk community as new loans, the DECD grants funded by the State, CNI, Agency and City grants which are used for Urban Renewal projects in Norwalk, and the Operating Activities which manage and perform the daily activities in the various programs and projects. In addition to the governmental funds containing special revenue, the government-wide financial statements can be found on pages 7 - 8 of this report.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other redevelopment agencies of local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Agency can be divided into two categories: governmental funds for special revenue, and account groups for general long-term obligations.

Governmental funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Agency's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Agency's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The reconciliation usually centers on debt and fixed assets of which the Agency has none. The Agency maintains five (5) individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the governmental fund and account group for general long-term obligations. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report. The basic governmental fund financial statements can be found on pages 9 - 10 of this report.

(Continued)

NORWALK REDEVELOPMENT AGENCY, INC.

Management's Discussion and Analysis

June 30, 2021

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 11 - 19 of this report.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of an agency's financial position. In the case of the Agency, assets exceeded liabilities by \$4,178,323 at the close of the most recent fiscal year. The net position did not increase or decrease due to a break-even operating result for the fiscal year ended June 30, 2021.

The largest portion of the Agency's assets (65%) is made up of cash and investments. Interest earned on cash and investments generate a small portion of the revenue for the Agency's operating budget. The second largest portion of the Agency's assets (34%) is made up of accounts and loans receivable. Accounts receivable are due from government entities, and the loan portfolio consists of loans to qualified sub-prime borrowers priced in accordance with HUD guidelines. At the end of the current fiscal year, the Agency is able to report positive balances in net position.

	Net Position	
	June 30:	
	<u>2021</u>	<u>2020</u>
<i>Assets</i>		
Cash and investments	\$ 6,355,657	\$ 7,600,824
Grants and accounts receivable	1,190,434	620,551
Loans receivable, less allowance of \$2,061,045	2,170,828	1,374,413
Other assets	<u>56,681</u>	<u>71,184</u>
Total assets	<u>9,773,600</u>	<u>9,666,972</u>
<i>Liabilities and Net Position</i>		
Accounts payable and accrued expenses	977,704	668,140
Due to governmental agencies and third parties	1,773,673	1,919,709
Deferred revenues and other liabilities	<u>2,843,900</u>	<u>2,900,800</u>
Total liabilities	<u>5,595,277</u>	<u>5,488,649</u>
Net position:		
Restricted-urban redevelopment	<u>4,178,323</u>	<u>4,178,323</u>
Total net position	\$ <u>4,178,323</u>	\$ <u>4,178,323</u>

(Continued)

NORWALK REDEVELOPMENT AGENCY, INC.

Management's Discussion and Analysis

June 30, 2021

Governmental activities

Governmental activities had a no effect on the Agency's net position of \$4,178,323 for the current fiscal year ended June 30, 2021.

	Change in Net Position Years Ended June 30:	
	<u>2021</u>	<u>2020</u>
Revenues:		
Other government grants for City projects	\$ 1,931,740	\$ 4,034,888
Federal grants	1,832,055	1,038,142
Program and other income	105,651	242,767
Investment income	<u>139</u>	<u>21,056</u>
Total revenues	3,869,585	5,336,853
Expenditures:		
Project outlays	<u>3,869,585</u>	<u>5,490,184</u>
Change in net position	-	(153,331)
Net position - beginning of year	<u>4,178,323</u>	<u>4,331,654</u>
Net position - end of year	<u>\$ 4,178,323</u>	<u>\$ 4,178,323</u>

(Continued)

NORWALK REDEVELOPMENT AGENCY, INC.

Management's Discussion and Analysis

June 30, 2021

Expenses and Program Revenues – Government-Wide Activities

Revenues and expenditures were break even during the fiscal year ended June 30, 2021.

Financial Analysis of the Government's Funds

As noted earlier, the Agency uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Agency's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Agency's financing requirements. In particular, fund balances may serve as a useful measure of a government's net resources available. As of the end of the current fiscal year, the Agency's governmental funds reported combined ending fund balances of \$4,178,323. There was no change in net position for the fiscal year ended June 30, 2021.

Governmental Fund Budgetary Highlights

There was no difference between the original budget and the final budget.

Factors Affecting CDBG Federal Funding

The Federal HUD Community Development Block Grant (CDBG) funding has substantially decreased over the years. In the year 2001, the CDBG entitlement grant shared with non-profits was \$1,209,000. In the year 2008, the grant had continued its yearly downward spiral to where the CDBG entitlement grant was only approximately \$935,100. Over the seven-year period, there was an actual decrease in CDBG dollar funding of approximately \$274,000, or 23%. In addition, a 3% Cost of Living increase in federal CDBG funding was never provided which resulted in an additional decrease in CDBG funding of approximately \$278,000, or 23%. This resulted in a significant 46% decrease in total real CDBG dollars received over seven years of approximately \$551,300. The CDBG entitlement grant of approximately \$886,258 shared with non-profits for the fiscal year ending June 30, 2021 is less than the CDBG entitlement grant received in 2008.

(Continued)

NORWALK REDEVELOPMENT AGENCY, INC.

Management's Discussion and Analysis

June 30, 2021

Subsequent Events Relating to COVID-19

On January 30, 2020, the World Health Organization (WHO) announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the "COVID-19 outbreak") and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Agency's financial condition, liquidity, and future operations, and management is actively monitoring the global situation. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Agency is not able to estimate the effects of the outbreak on its results of operations, financial condition, or liquidity for fiscal year 2022.

Requests for Information

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest in the finances of the Agency. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director at the Norwalk Redevelopment Agency, 3 Belden Avenue, Norwalk, CT 06850.

NORWALK REDEVELOPMENT AGENCY

Statement of Net Position

June 30, 2021

<i>Assets</i>	Governmental <u>Activities</u>
Cash	\$ 722,809
Investments	5,632,848
Grants and accounts receivable	1,190,434
Loans receivable, less allowance of \$2,061,045	2,170,828
Other assets	<u>56,681</u>
Total assets	\$ <u><u>9,773,600</u></u>
 <i>Liabilities and Net Position</i> 	
Accounts payable and accrued expenses	977,704
Due to governmental agencies and other third parties	1,773,673
Deferred revenues	1,171,036
Other liabilities	<u>1,672,864</u>
Total liabilities	5,595,277
Restricted for Urban Redevelopment	<u>4,178,323</u>
Total liabilities and net position	\$ <u><u>9,773,600</u></u>

See accompanying notes to basic financial statements.

NORWALK REDEVELOPMENT AGENCY

Statement of Activities

Year ended June 30, 2021

Functions/Programs	<u>Expenses</u>	<u>Program Revenues</u>	<u>Capital Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Assets</u> <u>Primary Governmental Total Governmental Activities</u>
Primary government-governmental activities:				
Operating	\$ 1,502,997	58,872	1,444,125	-
Brookfield development	21,173	21,173	-	-
Community Development Block Grant (CDBG)-Revolving Loan Fund (RLF)	21,878	21,878	-	-
CDBG-Non-RLF	1,835,784	3,728	1,832,055	(1)
Other programs and City projects	487,753	-	487,615	(138)
	<hr/>	<hr/>	<hr/>	<hr/>
Total governmental activities	\$ 3,869,585	105,651	3,763,795	(139)
General revenues:				
				<hr/>
Unrestricted investment income				139
Change in net position				-
Net position-beginning of year				<hr/>
				4,178,323
Net position-end of year				<hr/>
				\$ 4,178,323

See accompanying notes to basic financial statements.

NORWALK REDEVELOPMENT AGENCY

Balance Sheet-Governmental Funds

June 30, 2021

Assets

Cash	\$	722,809
Investments		5,632,848
Grants and accounts receivable		1,190,434
Loans receivable, less allowance of \$2,061,045		2,170,828
Other assets		<u>56,681</u>
 Total assets	 \$	 <u><u>9,773,600</u></u>

Liabilities and Fund Balances

Accounts payable and accrued expenses	\$	977,704
Due to governmental agencies and third parties		1,773,673
Deferred revenues		1,171,036
Other liabilities		<u>1,672,864</u>
 Total liabilities		 5,595,277
 Fund balances-restricted		 <u>4,178,323</u>
 Total liabilities and fund balances	 \$	 <u><u>9,773,600</u></u>

Reconciliation of governmental fund balances:

Total fund balances	\$	4,178,323
Reconciling items		<u>-</u>
Net assets of governmental activities	\$	<u><u>4,178,323</u></u>

See accompanying notes to basic financial statements.

NORWALK REDEVELOPMENT AGENCY

**Statement of Revenues, Expenditures
and Changes in Fund Balance-Governmental Funds**

Year ended June 30, 2021

Revenues:

Other government grants for City projects	\$	1,931,740
Federal grants		1,832,055
Program and other income		105,651
Investment income		139

Total revenues 3,869,585

Expenditures:

Project outlays		<u>3,869,585</u>
-----------------	--	------------------

Net changes in fund balances -

Fund balances - beginning of year 4,178,323

Fund balances - end of year \$ 4,178,323

Reconciliation of Statement of Revenues, Expenditures and Changes in Fund Balance:

Total net change in fund balances-governmental funds -

Reconciling items -

Change in net position of governmental activities \$ -

See accompanying notes to basic financial statements.

NORWALK REDEVELOPMENT AGENCY

Notes to Financial Statements

June 30, 2021

(1) Summary of Significant Accounting Policies

The Norwalk Redevelopment Agency (Agency), an agent of the City of Norwalk, Connecticut (City) and is defined by the City as an Administrative Department of the municipality. The Agency was established by state statute and City code to oversee the development of the City's six project areas. The Agency functions autonomously from the City and is managed by a board of five commissioners who are appointed by the Mayor and approved by the Common Council of the City.

The Agency prepares its basic financial statements in conformity with generally accepted accounting principles promulgated by the Governmental Accounting Standards Board (GASB) and other authoritative sources identified in *Statement on Auditing Standards No. 69*; has implemented the financial reporting model, as required by the provisions of GASB Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments*; and it complies with the requirements of contracts and grants of agencies from which it receives funds.

Reporting Entity

The Board of Commissioners (Board) is appointed by the Mayor and it has the authority to make decisions, appoint administrators and managers, and significantly influence operations. It also has the primary accountability for fiscal matters. Therefore, the Agency is a financial reporting entity as defined by GASB in its Statement No. 14, *"The Financial Reporting Entity."* There are no component units included within the reporting entity.

Government-wide and Fund Financial Statements

The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the Agency's non-fiduciary activities. Governmental activities include programs supported primarily by grants and other intergovernmental revenues. Business-type activities include operations that rely to a significant extent on fees and charges for support.

The Statement of Activities demonstrates how other people or entities that participate in programs the Agency operates have shared in the payment of the direct costs. The "Capital grants and contributions" column includes amounts paid by organizations outside the Agency to help meet the operational or capital requirements of a given function. If revenue is not program revenue, it is general revenue used to support all of the Agency's functions.

All interfund transactions between governmental funds are eliminated on the government-wide statements. Interfund activities between governmental funds and fiduciary funds would remain on the government-wide Statement of Activities. The fund financial statements provide reports on the financial condition and results of operations for governmental funds.

(Continued)

NORWALK REDEVELOPMENT AGENCY

Notes to Financial Statements

(1) Summary of Significant Accounting Policies (continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements use the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements use the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets, current liabilities and fund balances are included on the balance sheet. Operating statements of these funds present net increases and decreases in current assets (i.e., revenues and other financing sources and expenditures and other financing uses).

The modified accrual basis of accounting recognizes revenues in the accounting period in which they become both measurable and available, and it recognizes expenditures in the accounting period in which the fund liability is incurred, if measurable. The expenditures related to certain compensated absences and claims and judgments are recognized when the obligations are expected to be liquidated with expendable available financial resources. The Agency considers all revenues available if they are collectible within 60 days after year end.

Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available.

Grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant. Accordingly, when such funds are received, they are recorded as deferred revenues until related and authorized expenditures have been made. If balances have not been expended by the end of the project period, grantors some times require the Agency to refund all or part of the unused amount.

Fund Equity and Net Position

The accounts of the Agency are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The fund financial statements in this report consist only of the General Fund due to the nature of the Agency's activities.

(Continued)

NORWALK REDEVELOPMENT AGENCY

Notes to Financial Statements

(1) Summary of Significant Accounting Policies (continued)

Fund Equity and Net Position (continued)

In the government-wide financial statements, net position is classified in the following categories:

- Restricted for Urban Redevelopment– This category represents the balance reported by the Agency which is constrained for specific purposes externally imposed by the U.S. Department of Housing and Urban Development provider for urban redevelopment.

When both restricted and unrestricted resources are available for certain expenses, the Agency expends restricted resources first and uses unrestricted resources when the restricted funds are depleted.

The Authority adopted the provisions of Governmental Accounting Standards Board Statement #54 (GASB 54) *Fund Balance Reporting and Governmental Fund Type* which defines the different types of fund balances that the Authority must use for its governmental funds. GASB 54 requires the fund balances to be properly reported within one of the following categories for fund financial reporting purposes:

- Nonspendable – fund balance amounts associated with inventories, prepaids, and long-term receivables and payables.
- Restricted – fund balance amounts that can be spent only for the specific purposes stipulated by external source providers or enabling legislation.
- Committed – fund balance amounts that can be used only for specific purposes determined by a formal action of the highest level of decision-making authority, the Board of Directors.
- Assigned – fund balance amounts intended to be used by the Authority for specific purposes but do not meet the criteria to be classified as restricted or committed fund balances.
- Unassigned – fund balance amounts remaining for the General Fund that are spendable.

The Authority's committed fund balance reporting is required when funds have been committed at an Authority board meeting. The Authority's assigned fund balance reporting is required when funds have been assigned by their nature (due to the FAA or for unidentified future capital projects). The Authority's general policy is to apply expenditures against the applicable fund balances in the following order: nonspendable, assigned, committed, restricted, and unassigned.

(Continued)

Notes to Financial Statements

(1) **Summary of Significant Accounting Policies (continued)**

Cash Equivalents and Concentration of Risk

The Agency considers cash equivalents to be those investments with original maturities of three months or less. The Agency also maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Agency has not experienced any losses in such accounts, and does not believe it is exposed to any significant credit risk on cash and cash equivalents.

Investments

Investments, which consist of money market funds, are presented at fair value.

Grants and Accounts Receivable and Payable

All receivables and payables are reported at their gross value. Receivables are reduced by the estimated portion that is expected to be uncollectible. The Authority establishes an allowance for estimated uncollectible accounts when appropriate. There was no allowance for uncollectible accounts as of June 30, 2021.

Loans Receivable

Loans receivable, representing the outstanding balance of amounts advanced to individuals or businesses from federal community development grants, are recorded as assets when the advances are disbursed and are reflected net of any applicable uncollectible amounts.

Interfund Receivables and Payables

Outstanding balances between funds are presented as either due from or due to other funds and are not eliminated in the accompanying financial statements.

Program Funds

All funds received by the Agency are generally designated for use in the operation of its urban renewal and community development programs.

Compensated Absences and Post-Employment Benefits

Employees are permitted to accumulate a specified amount of earned but unused sick leave and vacation time, which will be paid to them upon separation from the Agency. These expenditures are recognized in the governmental funds in the current year to the extent they are paid during the year or the vested amount is expected to be paid with available resources. The liability for compensated absences at June 30, 2021 was approximately \$163,100.

The Agency does not provide any post-employment benefits.

(Continued)

NORWALK REDEVELOPMENT AGENCY

Notes to Financial Statements

(1) Summary of Significant Accounting Policies (continued)

Budgetary Information

Based upon the nature of the operation of the Agency, the Agency is not legally required to adopt a budget. Accordingly, comparative budget analysis has not been presented in these financial statements.

Date through Which Subsequent Events Have Been Evaluated

Subsequent events have been evaluated through November 30, 2021, which is the date the financial statements were available to be issued.

(2) Reconciliation of Government-wide and Fund Financial Statements

The Combined Balance Sheet-Governmental Fund Type provides the reconciliation between the fund balance for total governmental funds on the governmental fund balance sheet and the net assets for governmental activities as reported in the government-wide statement of net assets. There were no major reconciling items for 2021.

The Combined Statement of Revenues, Expenditures and Changes in Fund Balance-Governmental Funds provides a reconciliation between the net changes in fund balance as shown on the governmental fund statement of revenues, expenditures, and changes in fund balances and the changes in net assets of governmental activities as reported on the government-wide statement of activities. There were no major reconciling items for 2021.

(3) Deposits and Investments

At June 30, 2021, the carrying amount of the Agency's deposits was approximately \$723,000, and their bank balances totaled approximately \$1,204,000. The majority of the cash was on deposit with private financial institutions. As of June 30, 2021, the Agency's deposits with financial institutions were in excess of federal depository insurance limits by approximately \$704,000.

The Agency's cash consists of the following amounts at June 30, 2021:

Petty cash	\$ 150
Cash in bank	<u>722,659</u>
Total cash	\$ <u>722,809</u>

Custodial credit risk for deposits is the risk that in the event of a bank failure, the Agency's deposits may not be returned to it, or it will not be able to recover collateral securities that are in the possession of an outside party. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Agency will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Agency does not have a deposit policy for custodial credit risk.

(Continued)

NORWALK REDEVELOPMENT AGENCY

Notes to Financial Statements

(3) Deposits and Investments (continued)

The Agency's investments in money market accounts at June 30, 2021 totaled approximately \$5,633,000 (of which \$250,000 was insured).

In the event that a financial institution becomes insolvent and is placed under Federal Deposit Insurance Corporation (FDIC) receivership, this collateral is subject to the FDIC requirements for perfecting security interest under Federal law. In the opinion of the Connecticut State Attorney General, these requirements are met.

(4) Receivables, Payables and Deferred Revenue

Grants and accounts receivables consist of the following at June 30, 2021:

City and federal agencies	\$ 1,157,276
Other	<u>33,158</u>
Total grants and accounts receivable	\$ <u>1,190,434</u>

Due to governmental agencies and other third parties consist of the following at June 30, 2021:

Due to developer	\$ 468,021
Due to Community Development Block Grant (CDBG)	382,583
City and other projects	<u>923,069</u>
Total due to governmental agencies	\$ <u>1,773,673</u>

Deferred revenues totaled approximately \$1,171,000 as of June 30, 2021. Grant revenues are considered earned when expenditures are incurred and until then are considered deferred revenues.

(5) City of Norwalk and Program Funding

The Agency receives funding through the City of Norwalk as the City's administrator of the Community Development Block Grant (CDBG) program. The City's operating budget also provides funding for salary and benefits of certain Agency staff that perform services directly for the City. The CDBG funding is distributed to U. S. Housing and Urban Development (HUD) qualified programs and services within the City which are recognized as community needs within the City's Consolidated Plan and are awarded by the Common Council. For the year ended June 30, 2021, the Agency recognized the following revenue:

CDBG – Sub Grantee allocation	\$ 1,569,792
CDBG - Administration	262,263
Other Government Grants for City Projects	<u>1,923,998</u>
Total Non-Agency/CDBG/Sub Grantee Allocations	\$ <u>3,756,053</u>

(Continued)

NORWALK REDEVELOPMENT AGENCY

Notes to Financial Statements

(6) **Employee Benefit Plan**

The Agency sponsors a defined contribution pension plan covering substantially all of its employees. The benefits are based on years of service and the accumulation of employer's contribution during years of employment.

Contributions and cost are determined at an average of 12 percent of each employee's salary and totaled approximately \$83,400 for the fiscal year ended June 30, 2021.

(7) **Due to/from Related Parties**

Other assets include net advances due to North Walke Housing Corporation (North Walke) in the amount of approximately \$3,000 as of June 30, 2021. North Walke is a separate nonprofit organization, but they are related parties since certain officers and directors of the Agency also serve in the same capacity with North Walke.

(8) **Federal and State of CT Grants**

The City awards a portion of its annual CDBG allocation as grants to local organizations through a competitive process and recommended applicants provide various matching funds. Organizations in receipt of these grants received support from an array of public and private sources to provide high quality and innovative programming in service of the community.

The Agency worked strategically so that federal funds can attract additional funding and spur private development to meet the needs of the community. A total of approximately \$1,840,000 was expended by the Agency on the HUD CDBG program during the year ended June 30, 2021.

(9) **Risk Management**

The Agency is exposed to various risks of loss related to torts; theft or damage to, and destruction of assets; errors and omissions for public officials; injuries to employees; and natural disasters. The Agency has obtained insurance coverage to guard against these events which will provide minimum exposure to the Agency should they occur.

The Agency continues to carry commercial insurance for all other risks of loss, including business liability coverage. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

(10) **Commitments and Contingencies**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by the grantor agencies. Any disallowed costs or claims, including amounts already received by the Agency, could become a liability. In recognition of reasonable cost standards, the Board recently took action to limit the amount of funding and implement cost containment protocols for legal expenses for ongoing litigation matters.

(Continued)

Notes to Financial Statements

(10) Commitments and Contingencies (continued)

The Agency is involved in various litigation matters. Management and counsel are either unable to determine the effect on the financial statements of these matters as their outcomes are undeterminable as of this report, or the effects are not considered to be material.

(11) Implementation of Future GASB Pronouncements

The GASB has issued several pronouncements that have effective dates that may impact future financial presentations. Management has not currently determined what, if any, impact implementation of the following statements may have on the financial statements:

- **Statement No. 87, *Leases*.** The requirements of this statement are effective for fiscal years beginning after June 15, 2021, and all reporting periods thereafter.
- **Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*.** The requirements of this statement are effective for reporting periods beginning after December 15, 2020. Earlier application is encouraged.
- **Statement No. 91, *Conduit Debt Obligations*.** The requirements of this Statement are effective for reporting periods beginning after December 15, 2021. Earlier application is encouraged.
- **Statement No. 92, *Omnibus 2020*.** The requirements of this Statement are effective as follows:
 - The requirements related to the effective date of Statement 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance.
 - The requirements related to intra-entity transfers of assets and those related to the applicability of Statements 73 and 74 are effective for fiscal years beginning after June 15, 2021.
 - The requirements related to application of Statement 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities are effective for reporting periods beginning after June 15, 2021.
 - The requirements related to the measurement of liabilities (and assets, if any) associated with asset retirement obligations in a government acquisition are effective for government acquisitions occurring in reporting periods beginning after June 15, 2021.

Earlier application is encouraged and is permitted by topic.

- **Statement No. 93, *Replacement of Interbank Offered Rates*.** The requirements of this Statement, except for paragraphs 11b, 13, and 14 are effective for reporting periods beginning after June 15, 2020. The requirement in paragraph 11b is effective for reporting periods ending after December 31, 2021. The requirements in paragraphs 13 and 14 are effective for fiscal years periods beginning after June 15, 2021, and all reporting periods thereafter. Earlier application is encouraged.

(Continued)

Notes to Financial Statements

(11) Implementation of Future GASB Pronouncements (continued)

- **Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*.** The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.
- **Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*.** The requirements of this Statement are effective immediately.
- **Statement No. 96, *Subscription-Based Information Technology Arrangements*.** The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.
- **Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*.** The requirements of this Statement are effective as follows:
 - The requirements in (1) paragraph 4 of this Statement as it applies to defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans and (2) paragraph 5 of this Statement are effective immediately.
 - The requirements in paragraphs 6–9 of this Statement are effective for fiscal years beginning after June 15, 2021.
 - All other requirements of this Statement are effective for reporting periods beginning after June 15, 2021.

Earlier application is encouraged and is permitted by specific requirement as follows:

Paragraph 4 of this Statement as it applies to arrangements other than defined contribution pension plans, defined contribution OPEB plans, or other employee benefit plans. Paragraphs 6–9 of this Statement and the supersession of the remaining requirements of Statement 32 (as detailed in paragraph 3 of this Statement).

(12) Subsequent Events relating to COVID-19

In March 2020, the World Health Organization classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Agency’s financial condition, liquidity, and future operations, and management is actively monitoring the global situation. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Agency is not able to estimate the effects of the outbreak on its results of operations, financial condition, or liquidity for fiscal year 2022.



**Independent Auditor’s Report On Internal Control Over Financial Reporting
And On Compliance And Other Matters Based On An Audit Of Financial Statements
Performed In Accordance With *Government Auditing Standards***

To the Board of Commissioners
Norwalk Redevelopment Agency

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Norwalk Redevelopment Agency (Agency) as of and for the year then ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency’s basic financial statements, and have issued our report thereon dated November 30, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Solution + Company, LLC

November 30, 2021

NORWALK REDEVELOPMENT AGENCY

**Schedule of Revenues, Expenditures
and Changes in Fund Balance-Budgetary Comparison**

Year ended June 30, 2021

	<u>Actual-Budgetary Basis</u>			<u>Budgeted Amounts</u>	
	<u>CDBG</u>	<u>Improvement</u>	<u>Total</u>	<u>Original</u>	<u>Final</u>
Revenues:					
Other government grants for City projects	\$ -	1,931,740	1,931,740	1,931,740	1,931,740
Federal grants	1,832,055	-	1,832,055	1,832,055	1,832,055
Program income	25,606	80,045	105,651	105,651	105,651
Investment income	1	138	139	139	139
Total revenues	<u>1,857,662</u>	<u>2,011,923</u>	<u>3,869,585</u>	<u>3,869,585</u>	<u>3,869,585</u>
Expenditures:					
Project outlays	<u>1,857,662</u>	<u>2,011,923</u>	<u>3,869,585</u>	<u>3,869,585</u>	<u>3,869,585</u>
Revenues greater (less) than expenditures	-	-	-	-	-
Fund balance - beginning of year	<u>669,877</u>	<u>3,508,446</u>	<u>4,178,323</u>	<u>4,178,323</u>	<u>4,178,323</u>
Fund balances - end of year	<u><u>\$ 669,877</u></u>	<u><u>3,508,446</u></u>	<u><u>4,178,323</u></u>	<u><u>4,178,323</u></u>	<u><u>4,178,323</u></u>

See accompanying notes to basic financial statements.

Independent Auditor's Report On Compliance For Each Major Program And On Internal Control Over Compliance Required By The Uniform Guidance

To the Board of Commissioners
Norwalk Redevelopment Agency

Report on Compliance for Each Major Federal Program

We have audited Norwalk Redevelopment Agency's (Agency) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Agency's major federal programs for the year ended June 30, 2021. The Agency's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Agency's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Agency's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Agency's compliance.

Opinion on Each Major Federal Program

In our opinion, the Agency complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

(Continued)

Report on Internal Control Over Compliance

Management of the Agency is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



November 30, 2021

NORWALK REDEVELOPMENT AGENCY

Schedule of Expenditures of Federal Awards

Year ended June 30, 2021

<u>Pass-Through Agency Program Title</u>	<u>CFDA Number</u>	<u>Expenditures</u>
U.S. Department of Housing and Urban Development (HUD):		
Community Development Block Grants- Passed through the City of Norwalk	14.218	\$ <u>1,839,597</u>
Total expenditures of federal awards		\$ <u>1,839,597</u>

Notes to the Schedule of Expenditures of Federal Awards

Note 1 – Basis of Accounting

This schedule is prepared on the same basis of accounting as Norwalk Redevelopment Agency's (Organization) financial statements. The Organization uses the accrual basis of accounting.

Note 2 – Program Costs

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs, including the Organization's portion, may be more than shown. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Subrecipients

Of the federal expenditures presented in the schedule, Norwalk Redevelopment Agency provided federal awards to subrecipients as follows:

<u>Program Title</u>	<u>Catalog of Federal Domestic Assistance Number</u>	<u>Amount Provided to Subrecipients</u>
Housing	14.218	\$ 466,439
Public Facilities	14.218	\$ 356,791
Public Services	14.218	\$ 135,408

NORWALK REDEVELOPMENT AGENCY

Schedule of Findings and Questioned Costs - Federal Awards

Year ended June 30, 2021

Section I – Summary of Auditor’s Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes X no
- Significant deficiency(ies) identified? _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ yes X no
- Significant deficiency(ies) identified? _____ yes X none reported

Type of auditor's report issued on compliance for major programs:

Any audit findings disclosed that are required to be reported in accordance with Section 200.516 of the Uniform Guidance? _____ yes X no

Identification of major programs:

CFDA Number(s): 14.218 - HUD Community Development Block Grant

Dollar threshold used to distinguish between type A and type B programs: \$ 750,000

Auditee qualified as low-risk auditee? X yes _____ no

Section II – Financial Statement Findings

No findings or questioned costs are reported relating to financial statements audit.

Section III– Federal Award Findings and Questioned Costs

No findings or questioned costs are reported relating to Federal award programs.

Norwalk Redevelopment Agency
Explanation of Statement of Revenues & Expenditures
Year-To-Date November 30, 2021

- Operating Fund 100 had revenues of \$542,810 versus budgeted revenues of \$592,220 for an unfavorable variance of \$49,410 which is mainly due to lower actual CDBG grant revenue which will be recouped over the remainder of the year.
- Total actual expenditures of \$543,422 versus budgeted total expenditures of \$590,928 resulted in a favorable variance of \$47,505. This is due to favorable variances in personnel expenditures of \$30,242 and in administrative expenses of \$17,263.
- The actual operating deficit of \$612 versus a budgeted operating surplus of \$1,292 resulted in an unfavorable variance of \$1,905.

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board 2022 Rev&Exp Comparison-YTD,Budget,Prior YTD
100 - NRA Operating - Fund 100
From 7/1/2021 Through 11/30/2021
(In Whole Numbers)

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Variance</u>	<u>Prior YTD Actual</u>	<u>Annual Budget</u>	<u>Annual Budget \$ Remaining</u>
REVENUES						
Grant Revenues						
Grants - City Positions	62,454	62,454	0	59,397	149,889	87,435
Grants - NRA Project Funds	289,162	289,162	(0)	366,236	693,989	404,827
Grants - CDBG City Neighborhoods	60,276	98,750	(38,474)	60,670	237,000	176,724
Grants - CDBG Program Admin	79,705	89,060	(9,355)	78,279	213,745	134,040
Grants - CDBG CV Admin	9,659	10,417	(758)	32,426	25,000	15,341
Grants - Other	<u>0</u>	<u>7,083</u>	<u>(7,083)</u>	<u>0</u>	<u>17,000</u>	<u>17,000</u>
Total Grant Revenues	501,255	556,926	(55,671)	597,008	1,336,623	835,368
Other Revenues						
Interest Income from Notes	35,173	35,294	(121)	21,062	84,705	49,532
Interest Income - Other	2,954	0	2,954	608	0	(2,954)
Miscellaneous Revenues	<u>3,428</u>	<u>0</u>	<u>3,428</u>	<u>3,891</u>	<u>0</u>	<u>(3,428)</u>
Total Other Revenues	<u>41,555</u>	<u>35,294</u>	<u>6,261</u>	<u>25,561</u>	<u>84,705</u>	<u>43,150</u>
Total REVENUES	<u>542,810</u>	<u>592,220</u>	<u>(49,410)</u>	<u>622,569</u>	<u>1,421,328</u>	<u>878,518</u>
EXPENDITURES						
Personnel						
Salaries	321,305	341,187	19,881	308,902	821,950	500,645
Taxes & Benefits	<u>122,505</u>	<u>132,866</u>	<u>10,360</u>	<u>117,552</u>	<u>318,878</u>	<u>196,373</u>
Total Personnel	443,811	474,053	30,242	426,455	1,140,828	697,017
Administrative Expenses						
Professional Fees - Legal	11,915	10,417	(1,498)	128,441	25,000	13,085
Professional Fees - Other	5,833	6,250	417	5,625	15,000	9,167
Consultants/Contracted Svcs	6,740	8,333	1,593	15,835	20,000	13,260
Occupancy	46,243	50,000	3,757	45,338	120,000	73,757
Office Expenses	9,739	10,417	678	5,718	25,000	15,261
Insurance	120	10,417	10,297	0	25,000	24,881
I.T. Expense	5,855	5,000	(855)	5,953	12,000	6,145
Training	2,935	5,625	2,690	2,772	13,500	10,565
Agency Marketing	9,520	8,333	(1,187)	13,193	20,000	10,480
Miscellaneous	<u>712</u>	<u>2,083</u>	<u>1,371</u>	<u>927</u>	<u>5,000</u>	<u>4,288</u>
Total Administrative Expenses	<u>99,612</u>	<u>116,875</u>	<u>17,263</u>	<u>223,803</u>	<u>280,500</u>	<u>180,888</u>
Total EXPENDITURES	<u>543,422</u>	<u>590,928</u>	<u>47,505</u>	<u>650,258</u>	<u>1,421,328</u>	<u>877,906</u>
NET OPERATING SURPLUS/(DEFICIT)	<u>(612)</u>	<u>1,292</u>	<u>(1,905)</u>	<u>(27,689)</u>	<u>0</u>	<u>612</u>

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures
100 - NRA Operating - Fund 100
From 11/1/2021 Through 11/30/2021
(In Whole Numbers)

	<u>Month Actual</u>	<u>Month Budget</u>	<u>Month Variance</u>	<u>Prior Year Month</u>
REVENUES				
Grant Revenues				
Grants - City Positions	12,491	12,491	0	11,879
Grants - NRA Project Funds	57,832	57,832	(0)	73,247
Grants - CDBG City Neighborhoods	15,112	19,750	(4,638)	14,128
Grants - CDBG Program Admin	13,294	17,812	(4,518)	13,742
Grants - CDBG CV Admin	0	2,083	(2,083)	7,476
Grants - Other	0	1,417	(1,417)	0
Total Grant Revenues	<u>98,730</u>	<u>111,385</u>	<u>(12,655)</u>	<u>120,472</u>
Other Revenues				
Interest Income from Notes	7,033	7,059	(26)	4,220
Interest Income - Other	618	0	618	(74)
Miscellaneous Revenues	786	0	786	215
Total Other Revenues	<u>8,437</u>	<u>7,059</u>	<u>1,378</u>	<u>4,361</u>
Total REVENUES	<u>107,167</u>	<u>118,444</u>	<u>(11,277)</u>	<u>124,832</u>
EXPENDITURES				
Personnel				
Salaries	58,419	62,034	3,615	57,956
Taxes & Benefits	22,700	26,573	3,873	22,597
Total Personnel	<u>81,119</u>	<u>88,607</u>	<u>7,488</u>	<u>80,553</u>
Administrative Expenses				
Professional Fees - Legal	0	2,083	2,083	8,978
Professional Fees - Other	1,167	1,250	83	1,125
Consultants/Contracted Svcs	685	1,667	982	4,135
Occupancy	8,102	10,000	1,898	8,112
Office Expenses	2,638	2,083	(554)	895
Insurance	0	2,083	2,083	0
I.T. Expense	334	1,000	666	776
Training	2,285	1,125	(1,160)	649
Agency Marketing	2,825	1,667	(1,158)	8,345
Miscellaneous	132	417	285	132
Total Administrative Expenses	<u>18,167</u>	<u>23,375</u>	<u>5,208</u>	<u>33,149</u>
Total EXPENDITURES	<u>99,286</u>	<u>111,982</u>	<u>12,696</u>	<u>113,702</u>
NET OPERATING SURPLUS/(DEFICIT)	<u>7,881</u>	<u>6,462</u>	<u>1,419</u>	<u>11,130</u>

Original in Safe

AGREEMENT BY AND BETWEEN
NORWALK REDEVELOPMENT AGENCY
And
METICULOUS LANDSCAPING AND DESIGN, INC
For
LANDSCAPE MAINTENANCE SERVICES

This Contract entered into this 1st day of January, 2019, by the NORWALK REDEVELOPMENT AGENCY, a local government entity organized and existing under the laws of the State of Connecticut (hereinafter referred to as "AGENCY"), acting by and through Felix R. Serrano, its Chairman, duly authorized, and METICULOUS LANDSCAPING AND DESIGN INC, a landscape services business licensed in the State of Connecticut with offices and principal place of business located at 23 Leonard Street Norwalk, CT 06850, acting herein by Joseph Tamburro, President and CEO, duly authorized (hereinafter referred to as the "CONTRACTOR").

WITNESSETH THAT:

WHEREAS, the AGENCY has determined that it needs professional landscape and maintenance services for Norwalk, CT AGENCY owned/managed properties (hereinafter referred to as the "Project"); and

WHEREAS, the Agency has selected the CONTRACTOR based on the CONTRACTOR representations that it is qualified and capable of performing the necessary services as a professional and in accordance with a mutually agreed upon schedule in order to meet the AGENCY's needs and requirements; and

WHEREAS, the CONTRACTOR has agreed to perform the required services in accordance with the terms set for herein, in a diligent, professional and in accordance with a mutually agreed upon schedule; and

WHEREAS, the compensation to be paid to the CONTRACTOR under this Agreement is comparable to the compensation paid for similar services within the State of Connecticut.

NOW, THEREFORE, the AGENCY and the CONTRACTOR, for the consideration and based on the terms and conditions of this Agreement, hereby agree as follows:

Article 1. Employment of the Contractor

101. The AGENCY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter

set forth in Article 2. The principal in charge of the services to be performed hereunder by the CONTRACTOR pursuant to this Agreement shall be Joseph Tamburro, President and CEO, or such other qualified person designated by the CONTRACTOR in writing and approved by the AGENCY.

102. The AGENCY Chairman or his designated representative (hereinafter the "Director"), will oversee the performance of the Project under this Agreement on behalf of the AGENCY.

103. A. The AGENCY intends to secure the personal services of the CONTRACTOR'S duly authorized and competent employees, acceptable to the AGENCY. Failure of the CONTRACTOR for any reason to make such employees available to the extent necessary to complete the Project in compliance with this Agreement in a reasonably skillful, professional, and prompt manner shall be cause for termination of this Agreement. All persons engaged in the services required under this Agreement shall either themselves be properly authorized, licensed, and permitted under State law to perform such services or shall be directly supervised by such an individual.

B. The CONTRACTOR shall not subcontract any of the services to be performed by it under this Agreement without the express, prior written approval of the Director, which approval shall not be unreasonably withheld.

C. In the event that the AGENCY approves of the hiring of subcontractors or sub consultants to perform services related to the Project, the CONTRACTOR shall cooperate as fully as possible with the AGENCY in the interests of the Project; shall be fully responsible to the AGENCY for the acts and omissions of its subcontractors and sub consultants as it is for the acts and omissions of its direct employees; and shall require each subcontractor to agree in writing to observe and be bound by all obligations and conditions of this Agreement to which the CONTRACTOR is bound.

Article 2. Scope of Services

201. A. The scope and details of the services to be performed by the CONTRACTOR under this Agreement are outlined in the CONTRACTOR'S Proposal, a copy of which is attached hereto and made a part of this Agreement as Exhibit A (hereinafter the Services).

B. The CONTRACTOR shall not commence performance of any such Services, nor shall it incur any charges in

connection therewith, until such time as it receives written authorization from the Chairman to do so. Upon receipt of such notice to proceed, the CONTRACTOR shall immediately commence its performance and diligently perform same in order to complete the Project by the date set forth in Article 4 hereof.

C. The AGENCY may, from time to time, request changes in the Services to be performed by the CONTRACTOR hereunder. Any such change, including any increase or decrease in the Services to be performed and the corresponding amount of compensation to be paid therefore shall be mutually agreed upon by and between the AGENCY and the CONTRACTOR, and shall be incorporated in a written amendment to this Agreement signed by both parties.

202. The CONTRACTOR covenants and agrees that it will perform its Services under this Agreement in accordance with the generally prevailing standards of care and practices of its profession. The CONTRACTOR assumes full and complete responsibility for the competency of all products of its Services and that of any sub consultants utilized under this Agreement.

203. A. In performing the Services required under this Agreement, any plans, designs and other documents submitted by the CONTRACTOR in connection with the Project shall conform to all applicable provisions of Federal, State and local laws and regulations, especially those requirements necessary to obtain approval of the design documents by governing bodies having authority over the Project.

B. The CONTRACTOR shall indemnify, defend and save harmless the AGENCY for any damages, claims, actions and losses arising from plans, designs, documents, and other products of its Services used in connection with the Project, which do not conform to applicable provisions of laws, relevant standards, regulations and the generally prevailing standards of the landscaping and design profession, irrespective of whether the AGENCY has approved such plans, designs, documents or products. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall in no way be limited by reason of any insurance coverage. Failure of the plans, designs or documents to conform to applicable laws, regulations and professional standards shall be considered negligence on the part of and a breach by the CONTRACTOR for purposes of this Agreement.

204. In performing the Services, the CONTRACTOR shall meet with staff representatives of the AGENCY as often as

reasonably necessary and shall also be available upon request to meet and consult with members and staff of various departments of the CITY, and with other persons or entities, including Federal or State officials.

205. All plans, designs and materials prepared by the CONTRACTOR pursuant to this Agreement shall be submitted to the AGENCY for review and approval. The AGENCY shall review materials submitted by the CONTRACTOR within a reasonable period of time. In the event the AGENCY disapproves of any of the submitted materials, or any portion thereof, or requires additional, modified or substituted material in order to properly review the submission, the CONTRACTOR shall revise such disapproved work and submit the revised, additional, modified or substituted materials to the AGENCY for its review and approval, which approval shall not be unreasonably withheld. Such revisions shall be performed by the CONTRACTOR at its sole cost if the submitted materials are disapproved due to the negligence of the CONTRACTOR, or the failure of the CONTRACTOR'S Services to conform either to reasonable standards within the profession, to the applicable provisions of federal, state and local laws, relevant standards and regulations as described in paragraph 202 of this Agreement, or to the scope of Services and the standards and requirements of this Agreement.

206. Unless otherwise specified in the Agreement, all written materials required to be submitted under this Agreement shall be submitted in one (1) copy.

207. All of the materials prepared by the CONTRACTOR under this Agreement, including any partially completed documents, shall be sole and exclusive property of the AGENCY. The CONTRACTOR shall label all drawings and documents accordingly.

208. The CONTRACTOR agrees that it shall preserve all of its records and accounts concerning the performance and implementation of this Agreement for a period of eight (8) years after final payment is made under this Agreement. If any litigation, claim or audit, directly or indirectly pertaining to the Project or the CONTRACTOR'S Services in connection therewith, is started before the expiration of the eight (8) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been finally resolved.

209. Additional Services

A. Additional Services beyond the scope of this

Agreement shall be performed by the CONTRACTOR only with the prior written authorization of the Chairman and pursuant to a written Amendment to this Agreement signed by the parties hereto. The AGENCY shall not be liable to the CONTRACTOR for the cost of any Additional Services performed outside of or without such a signed Amendment.

Additional Services under this Agreement may include, but are not limited to the following:

1. Special testing services.
2. Services in addition to those described in Exhibit A.

The CONTRACTOR agrees that, should the scope of the Services be reduced, such reduction will be reflected in a commensurate reduction of the amount of compensation paid to the CONTRACTOR hereunder.

Article 3: AGENCY'S Responsibilities

301. The AGENCY shall provide the CONTRACTOR with all information in its possession regarding requirements for the Project and shall use its best efforts to obtain such other information as may be needed by the CONTRACTOR to perform the Services required under this Agreement. If necessary, the AGENCY shall assist the CONTRACTOR in obtaining any other information necessary for the Project. However, the AGENCY shall not be responsible for and shall not warrant the accuracy or content of any of the information or data set forth in any information that it provides or assists the CONTRACTOR in obtaining. The CONTRACTOR expressly agrees that it shall make no claim against the AGENCY for any alleged damages arising out of the information or data provided or obtained by the AGENCY. The CONTRACTOR shall be responsible at its own expense to make all reasonable and necessary field inspections and to perform such other tasks needed to verify all information provided or obtained by the AGENCY.

Article 4. Time Provisions

401. This Agreement shall remain in full force and effect, unless earlier terminated, until December 31, 2021.

402. Services to be performed by Contractor will be reviewed annually and may be revised to meet Agency needs each July. All revisions to Contractor's Services under Exhibit A, including overall cost factor, will require Agency approval.

403. The CONTRACTOR shall complete the Services to be performed under Exhibit A.

404. The AGENCY may, by a signed written statement, extend the time for performance of the Services hereunder beyond the period stipulated above. In the event that the AGENCY extends the time for performance beyond three (3) years from the date for completion specified in Section 402, the CONTRACTOR and the AGENCY may renegotiate the compensation payable hereunder on the basis of current conditions.

Article 5. Compensation

501. Payment for Landscaping and Maintenance Services

A. The AGENCY shall compensate the CONTRACTOR for the satisfactory performance of the professional services set forth in Article 2 based on the itemized payment schedule attached hereto and incorporated herein as Exhibit A. The total amount of fees payable under this Agreement between January 1, 2019 and December 31, 2019 shall not exceed ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$111,250.00)

B. Reimbursable costs directly related to the CONTRACTOR'S'S Services shall only be reimbursed by the AGENCY with specific prior written approval of the Chairman.

Article 6. Method of Compensation

601. For the Services performed under this Agreement, the AGENCY shall pay the CONTRACTOR on the basis of an itemized invoice, certified by a principal of the CONSULTANT, setting forth the Services performed based on the Schedule of Monthly Payments set forth in Exhibit A. The AGENCY may, prior to making any payment under this Section, require the CONTRACTOR to submit such additional information as is reasonable.

602. After completion of all components of the Project, the CONTRACTOR shall submit an annual statement for one hundred percent (100%) completion of Services under this Agreement. Compensation previously paid shall be adjusted to reflect additions or deductions based upon final accounting of all invoices for work performed. Payment of such adjustments shall not be deemed to require an amendment to this Agreement, with the one exception that the maximum payment specified in Section 501 shall not be exceeded without an amendment to this Agreement. Acceptance by the CONTRACTOR of final payment for the Services performed under this Agreement shall constitute a full and complete release of the AGENCY, its officers and agents, of all claims, demands and liabilities to the

CONTRACTOR related to this Agreement.

Article 7. Insurance

701. The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider, and to keep the same in continuous effect for the contract period of one (1) year following the date on which the Chairman indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Services, the CONTRACTOR shall furnish to the AGENCY a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the AGENCY. Each insurance policy shall be endorsed to name the Norwalk Redevelopment Agency and City of Norwalk as additional insured parties and shall provide that the insurance company providing coverage shall notify the AGENCY by certified mail at least thirty (30) days prior to the effective termination of the policy or policies providing coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Chairman. Insurance shall be at no expense to the AGENCY and the CONTRACTOR shall be responsible for the full amount of any deductible.

Failure of the CONTRACTOR to maintain insurance coverage in accordance with the terms of the Agreement shall constitute a violation of the Agreement and shall subject the CONTRACTOR to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

Article 8. Indemnification

801. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which may be related to or due in any way to the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its employees, representatives, agents, or subcontractors, in connection with the performance of or the failure to perform the Services under this Agreement including any amendments and supplements hereto.

The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other term or provision of this Agreement; and shall not be limited by reason of any

insurance coverage.

Article 9. General Provisions

901. The AGENCY may at any time, and for any reason, direct the discontinuance of the Services contemplated under this Agreement. Such direction shall be in writing and shall specify the period during which the Services shall be discontinued. The Services shall be resumed on the dates specified in such direction, or upon such other date as the AGENCY may thereafter specify in writing. The period during which such Services are discontinued may or may not be deemed added to the time for performance.

In the event that the AGENCY directs the discontinuance of the Services hereunder for a period of time in excess of one (1) month, through no fault of the CONTRACTOR, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Discontinuance of the Services under this Article shall not give rise to any claim against the AGENCY. Written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice, is given. In the event of such termination, Services shall be paid for in such amount as shall compensate the CONTRACTOR for the portion of the Services satisfactorily performed prior to termination. Such compensation shall not however, include unabsorbed home office overhead or lost profits. The CONTRACTOR's compensation upon a termination for convenience shall be fixed by the AGENCY after consultation with the CONTRACTOR, and shall be subject to audit by the AGENCY's Comptroller. Termination under this section shall not give rise to any claim against the AGENCY for damages or for compensation in addition to that provided hereunder.

903. In the event the Chairman determines that there has been a material breach by the CONTRACTOR of any of the terms of the Agreement, or that the CONTRACTOR refuses or has failed to perform the required Services or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof, the AGENCY has the right, power and authority to terminate this Agreement for cause upon providing the CONTRACTOR three (3) days written notice. By the terms of this Agreement, the AGENCY may, but is not obligated to, provide the CONTRACTOR with a reasonable opportunity to cure the breach before the termination becomes effective. In the event the AGENCY terminates the Agreement for cause, the CONTRACTOR shall be obligated to pay the AGENCY for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby.

For the purpose of completing the Project, the AGENCY may, for itself or for any of its contractors, take possession of and use or cause to be used any and all documents, plans and designs or other items that may have been used or acquired in connection with the performance of this Agreement. This right is in addition to any other right or remedy the CITY may otherwise have.

In the event of a termination for cause, all costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the AGENCY under this Agreement shall be charged to the CONTRACTOR and deducted and/or paid by the AGENCY out of any monies due or payable or to become due or payable under this Agreement to the CONTRACTOR. If any such costs exceed the sum due or to become due to the CONTRACTOR, then, upon demand, the CONTRACTOR shall pay the excess amount to the AGENCY. In computing the amounts chargeable to the CONTRACTOR, the AGENCY shall not be held to a basis of the lowest prices for which the completion of the Services or any part thereof, but it shall charge to the CONTRACTOR, and the CONTRACTOR shall be liable for all sums actually paid and expenses actually incurred in affecting prompt completion of the Project hereunder. The AGENCY's rights described herein are in addition to any other rights and remedies provided by law.

Termination under this section shall not give rise to any claim against the AGENCY for damages or compensation in addition to that provided hereunder.

904. When the AGENCY shall have reasonable grounds for believing that:

- A. The CONTRACTOR will be unable to perform the Services required under this Agreement fully, professionally, and satisfactorily within the time fixed for performance; or
- B. A meritorious claim exists or will exist against the CONTRACTOR or the AGENCY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement; then the AGENCY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the AGENCY for such period as it may deem advisable to protect the AGENCY against any loss and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the AGENCY, and no person shall have any right against the CITY or claim against the CITY by reason of the AGENCY's failure or refusal to withhold monies. No interest shall be payable by the AGENCY on any amounts withheld under this provision. This provision is not

intended to limit or in any way prejudice any other right of the AGENCY.

905. CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the AGENCY in the execution or performance of this Agreement, against any such agent, officer or employee individually. Such claims may be made against the AGENCY.

906. No member of the governing body of the AGENCY, and no other officer, employee, or agent of the AGENCY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the CITY of Norwalk. The CONTRACTOR covenants that no person having any such interest shall be employed in the performance of this Agreement.

907. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law, in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

908. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the Services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Services required by this Agreement.

909. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, physical disability or national origin.

910. This Agreement and its Exhibits constitute the entire understanding and agreement of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this Agreement, whether oral or written. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

911. In case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern.

912. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any

such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

913. The AGENCY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to such party's successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the AGENCY.

914. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

915. The CONTRACTOR warrants that it has no interest in the Project which is the subject matter of this Agreement and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and duties hereunder. The CONTRACTOR further warrants that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The CONTRACTOR represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the CONTRACTOR) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. The CONTRACTOR represents that no person or persons not named in the CONTRACTOR's qualification and proposal, have any financial or personal interest in the CONTRACTOR's performance hereunder.

For the breach or violation of this provision, without limiting any other rights or remedies to which the CITY may be entitled or any civil or criminal penalty to which any violator may be liable, the AGENCY shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the payments to be made pursuant to this Agreement, or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

916. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the AGENCY: Felix R Serrano, Chairman
Norwalk Redevelopment Agency
125 East Avenue, P.O. Box
5125
Norwalk, CT 06856-5125

To the CONTRACTOR: Joseph Tamburro, President &
CEO
Meticulous Landscaping &
Design Inc.
23 Leonard Street
Norwalk, CT 06850

917. The CONTRACTOR represents to the AGENCY as follows:

A. That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder on behalf of the CONTRACTOR; and

B. That this Agreement is duly executed and delivered by a duly authorized representative, in accordance with such duly authorized representative's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

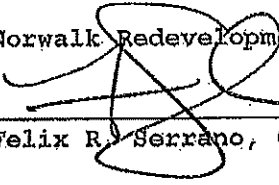
918. The AGENCY's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the AGENCY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The AGENCY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of Services for the AGENCY. By reserving this right the AGENCY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

By signing this Agreement the CONTRACTOR hereby certifies to the AGENCY that it is in compliance with all applicable regulations and laws governing employment practices.

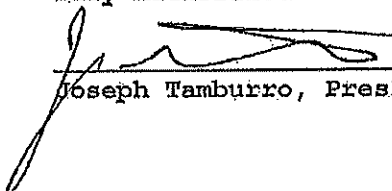
IN WITNESS WHEREOF, the parties have caused two (2) counterparts of this Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Norwalk Redevelopment Agency


Date: 12/13/18
Felix R. Serrano, Chairman

Meticulous Landscaping & Design, Inc
Duly Authorized


Date 12/14/2018
Joseph Tamburro, President & CEO

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its Services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Agency from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. If the contractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of Five Million Dollars (\$5,000,000.00) combined single limit is required.

Environmental Liability: There is no Environmental Liability coverage required for the Meticulous Landscaping and Design Inc. Contract with the Norwalk Redevelopment Agency.

Errors and Omissions/Professional Liability: With respect to any

damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services if applicable performed under this Agreement the Consultant shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Consultant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the Agency.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the Agency as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the Agency. It is agreed that the Contractor shall notify the Agency whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City.

All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required

shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the AGENCY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided.

In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the AGENCY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the Agency, the Contractor and its 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 the Agency.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the Agency as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to the Agency prior to the Contractor's commencement of Services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured's (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration.

The Agency reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to the Norwalk Redevelopment Agency, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Appendix A
Scope of Work for 2019 Season

West Ave. and NRA traffic Islands Consists of 2 center islands including the island with the clock at N. Main at MLK Jr. Blvd. on up to the Rt 7. Connector overpass.

Large Island in front of Aquarium on N. Water St.

Spring cleaning consists of pruning trees and plantings as needed, removing clippings, remove litter, remove deteriorated mulch, apply weed preventative, and add new mulch.

Summer weeding- remove weeds & roots, apply weed preventative as needed, apply additional mulch if NRA feels appropriate.

Autumn cleaning- trim shrubbery, remove litter and prep for winter.

West Ave. Art Park Property on east side of West Ave. between entrance ramp to Rt 7 and Rt 7 overpass.

- Cut grass, remove clippings and weed whack every two weeks during growing season. Trim shrubbery as needed, remove leaves and transport to transfer station.

Clocktower Island

- Cut Grass clean debris and Weed Whack if needed, fertilize grass as needed; Spring, fall clean up as needed.

Railroad Park

- Cut Grass clean debris and Weed Whack if needed, fertilize grass as needed; Spring, fall clean up as needed.

Highway ramps

- Cut grass and weed whack exit 15 ramp to West Ave. Cut grass and weed whack the Rt 7 exit ramp on west side of street. Every two weeks. Dispose of clippings properly.

Heritage Park Park with Columbus Statue and Plaques straight ahead in view coming off the southbound exit of I95 exit 15 Maritime Center Exit

- Spring cleaning consists of pruning trees and plantings as needed, removing clippings, remove litter, remove deteriorated mulch, apply weed preventative, and add new mulch.

- **Summer weeding-** remove weeds & roots, apply weed preventative as needed, apply additional mulch if NRA feels appropriate.
- **Autumn cleaning-** trim shrubbery, remove litter and prep for winter.

Freese Park -- Between Wall St/Belden Ave and by Bridge Maintain Gardens to be developed

- **Spring cleaning** consists of pruning trees and plantings as needed, removing clippings, remove litter, remove deteriorated mulch, apply weed preventative, and add new mulch.
- **Summer weeding-** remove weeds & roots, apply weed preventative as needed, apply additional mulch if NRA feels appropriate.
- **Autumn cleaning-** trim shrubbery, remove litter and prep for winter.

Small Lillian August Park at West Ave – Next to Church across from Supermarket

- **Spring cleaning** consists of pruning plantings as needed, removing clippings, remove litter, remove deteriorated mulch, apply weed preventative, and add new mulch.
- **Summer weeding-** remove weeds & roots, apply weed preventative as needed, apply additional mulch if NRA feels appropriate.
- **Autumn cleaning-** trim shrubbery, remove litter and prep for winter.

Weed removal and weed prevention on sidewalks and curbing- Apply herbicide to weeds.

In **Wall St. Business area** from Mill Hill to Belden Ave., Main St to Cross St., and River St. West Ave. from court house to Webster Lot at Washington St.

In **SoNo Business area**, all of Washington St., North Main, South Main to Monroe St.

Once herbicide has set in, **Weed Whack** all areas listed above, collect clippings and blow sidewalks clean. Pick up any existing litter.

Spring container plantings and flower baskets - setting out and seasonal maintenance.

During third week of May (dates TBD) unload Western Growers delivery truck consisting of 48 large planted urn liners, 40 smaller planted urn liners, and 22 - 20" Kinsman Hanging Baskets. Set out urns with planted liners, and hanging flower baskets in designated locations. See attached proposed location list.

Watering and Maintenance services for containers, hanging flower baskets and Islands.

A. Watering Services for Containers: This service includes watering (86) planters, and applying fertilizer, located in the city of Norwalk in the South Norwalk business district and Freese Park Main Street business district.

1. Frequency to be no less than 2x per week, unless significant rain has fallen, and as needed during the hot, dry weeks up to 3x times.
2. Fertilize (89) planters with Masterblend 20-10-20 fertilizer @ 300ppm every 10 days.
3. Apply pesticides and treat (89) planters as needed.
4. Prune (89) planters mid season.
5. Watering is to be done every other day in the very hot weather.

B. Watering and Maintenance for Hanging Flower Baskets: (22) 20" hanging flower baskets located in the South Norwalk and Wall Street business districts.

1. Watering Service: Frequency to be no less than 2x per week, unless significant rain has fallen, and as needed during the hot, dry weeks.
2. Fertilize (83) hanging flower baskets with Masterblend 20-10-20 fertilizer @300ppm every 10 days.
3. Apply pesticides and treat (89) planters as needed
4. Prune (83) 18" hanging flower baskets mid season.

C. Watering Services for the four (2) Garden Islands on West Ave. located at North Main at MLK Blvd., The Clock Tower Island up to the Rt. 7 overpass on West Ave and the Lillian August Island by the corner church on West Ave; Also Heritage Park Gardens until sprinkler is added, Freese Park Gardens, Also the Island by the Maritime Aquarium entrance on North Water St.

1. Water Islands/gardens above twice a week.
2. Fertilize gardens on Islands with Masterblend 20-10-20 fertilizer @300 ppm every 10 days.
3. Apply pesticides and treat garden islands mid season
4. Prune (6) garden Islands mid season.
5. Lay mulch on (6) garden islands.

D. Pocket Park - at the SW corner of Washington St. and Water Street. Weeding Pruning, Mulching and watering once per week.

End of growing season

- remove urns and hanging flower baskets, clean out, dispose of plants and soil and store urns until the Holiday Season. The hanging flower baskets will be returned to Western Growers via their delivery truck.

- Ready Urns/Baskets for the holiday décor from Western Growers.

Winter holiday decorations

- Friday after Thanksgiving holiday, unload holiday décor and plantings from Western Growers truck. String lights as required both electric/solar where lighting is being used (approx. 120 strings) If the some of the LED or solar lights from the previous season fail to operate, they will be replaced with new lights by the Norwalk Redevelopment Agency.
- Apply roping (if used) and decorative lights and a tree at the SoNo Wharf gazebo, to the trellis at entrance park near Maritime Aquarium, and add roping to clock island located at N. Main and MLK Blvd if approved. Remove decorations by 3rd week of January. Remove and store holiday lights and transport waste materials to DPW Smith Street waste center.
- Clean out Baskets/Urns of Holiday Plantings and ready for the spring season.

Tree pits throughout the urban core

- Weeding, cleaning, mulching, watering, legal disposal. Please provide NRA with a price per pit based on 75 pits.

List of Container Locations

Large Plastic Portable Urn Placement Spring 2018

4	Police Station Plaza 4 urns
6	Railroad Station westbound side 2 urns under portico; 2 urns eastbound 2 urns at island
4	Theatre Area North Main
3	Walkway beside Bow Tie Cinema 3 urns
6	SoNo Wharf 6 urns (by parking lot outside IMAX Theater)
6	Trellis & Deck 6 urns (in park by river's edge outside main entrance to Aquarium)
2	Maritime Aquarium front entrance 2 urns
3	O'Neills/Townhouses Island
4	Entrance to Oyster Shell Park 4 urns (at children's play park on North Water St.)
2	Library Plaza on Mott St. 2 Urns
3	Island at Sono Market
3	Heritage Park
46	Total 46 Large Plastic URNS

Small Concrete Urn Placement

- 20 Washington Street add to flank benches
- 10 Freese Park to Walkway in Back Question on exactly where????
- 4 South Norwalk Library
- 6 Heritage Park

40 Total 40 SMALL Concrete Urns

Watering Hanging Flower Basket locations Spring 2018

- 16 Washington Street located in historic block between S.Main& Water St
- 6 Freese Park & Main St
- 22 Total Hanging



Meticulous Landscaping and Design, Inc.
115 New Canaan Ave PMB #705
Norwalk, CT 06854

Phone (203) 849-9340 Fax (203) 642-4428
Email: metlc7@optimum.net

November 7, 2018

Norwalk Redevelopment Agency
125 East Avenue – Room 202
Norwalk, CT 06851
Attn: David Shockley

Dear Mr. Shockley:

Thank you for the opportunity to service your grounds for the 2019 contract period 1/1/19 through 12/31/2019.

We have made the adjustments to the RFP No. 100-1 for the upcoming season; if accepted, the deposit will be billed on January 1, 2019.

Total for 2019 Services as proposed by Meticulous Landscaping & Design, Inc. and agreed to by Norwalk Redevelopment Agency:

RFP No 100-1 2019 \$111,250.00

Initial Deposit: \$16,700.00 (15%) billed January 1st, 2019

Proposed Schedule of Monthly Payments:

02/01/2019: \$ 4,000.00
03/01/2019: \$ 4,000.00
04/01/2019: \$ 4,000.00
05/01/2019: \$ 10,318.75
06/01/2019: \$ 10,318.75
07/01/2019: \$ 10,318.75
08/01/2019: \$ 10,318.75
09/01/2019: \$ 10,318.75
10/01/2019: \$ 10,318.75
11/01/2019: \$ 10,318.75
12/01/2019: \$ 10,318.75

If, it is mutually agreed to continue the contract to the 2019 season, we will bill the deposit on January 1, 2019. It is further understood than any additional work items that are not covered in the RFP No. 100-1 that we are asked to do will be billed separately as they occur at a mutually agreed upon amount.

We are looking forward to servicing your account needs with professional, courteous and superior service.

Cordially,

Joseph Tamburro
President



Meticulous Landscaping and Design, Inc.

115 New Canaan Ave PMB #705

Norwalk, CT 06854

Phone (203) 849-9340 Fax (203) 642-4428

Email: metic7@optimum.net

January 29, 2021

Norwalk Redevelopment Agency
125 East Avenue – Room 202
Norwalk, CT 06851

Attn: Brian Bidoli, Jessica Casey, David Shockley, Stephen Ivan

Dear Mr. Bidoli, Ms. Casey, Mr. Shockley and Mr. Ivan:

We want to thank all of you for the continued opportunity to service your grounds. There will be no increase in the amount for services for the upcoming third year of our contract.

We have revised the billing schedule for RFP No. 100-1 for the upcoming season as per your direction and as noted below; we will waive a deposit to be normally billed on January 1, 2021 and instead bill monthly based on the maintenance requirements from Jan-June 2021 and July-Dec 2021 respectively.

Total for 2021 Services by Meticulous Landscaping & Design, Inc. and agreed to by Norwalk Redevelopment Agency as a part of a 3 year contract approved for 2019, 2020, 2021:

RFP No 100-1 2021 \$111,250.00*

*no increase for 2021

Proposed Schedule of Monthly Payments:

01/01/2021: \$ 6,489.58
02/01/2021: \$ 6,489.58
03/01/2021: \$ 6,489.58
04/01/2021: \$ 6,489.58
05/01/2021: \$ 6,489.58
06/01/2021: \$ 6,489.58
07/01/2021: \$ 12,052.08
08/01/2021: \$ 12,052.08
09/01/2021: \$ 12,052.08
10/01/2021: \$ 12,052.08
11/01/2021: \$ 12,052.08
12/01/2021: \$ 12,052.08

It is understood that any additional work items that are not covered in the RFP No. 100-1 that we are asked to do will be billed separately as they occur at a mutually agreed upon amount.

We are looking forward to continuing the servicing of your account needs with professional, courteous and superior service.

Cordially,

Joseph Tamburro
President

Lowwalk Redevelopment Labor Contract Extension Estimate for Jan-June 2022

January	
1/6/2021	NRA Urns Extra not Contract Billed
1/11/2021	Christmas Remove
1/12/2021	Christmas Remove
1/13/2021	Christmas Remove
1/14/2021	Christmas Remove
Dumping	Dumping 1/13
Dumping	Dumping 1/14
February	
2/24/2021	Clean up and ready baskets for pick up
2/24/2021	Clean up and Store Urns until Spring
March Work	
3/16/2021	Xmas Baskets return
3/19/2021	Clean up on West Ave , Heritage Wall and Maritime Aquarium
3/27/2021	Clean up Highway Ramps and Dump
April	
4/19/2021	Mowing Weed Whacking Blowing All
4/19/2021	Continue Clean up West Ave Start Weed Edge Trim
4/20/2021	West Ave Weeding/Edging/Mulching All
4/20/2021	Wilton Ave
4/20/2021	Mall Island - billed separately
4/20/2021	Wilton Ave Cross St
4/21/2021	Wilton Ave Cross St
4/26/2021	Mowing Weed Whacking Blowing All
May	
5/3/2021	Lillian August Clean up and Maintain Island
5/3/2021	Mowing Weed Whacking Blowing All
5/7/2021	Aquarium Island Maint.
5/10/2021	Mowing Weed Whacking Blowing All
5/17/2021	Mowing Weed Whacking Blowing All
5/25/2021	Mowing Weed Whacking Blowing All
5/26/2021	Prep Pots for Plants Patio
5/28/2021	Pocket Park Maintenance
5/31/2021	Mowing Weed Whacking Blowing All
June	
6/5/2021	Heritage Wall Maintenance
6/7/2021	Mowing Weed Whacking Blowing All
6/7/2021	Heritage Wall Maintenance
6/9/2021	Take Delivery Baskets and 27 Urns
6/11/2021	Setting up Urns
6/12/2021	Placing the Urns at locations
6/14/2021	Mowing Weed Whacking Blowing All
6/21/2021	Mowing Weed Whacking Blowing All
6/24/2021	Maritime Center & City Island Maintenance
6/28/2021	Mowing Weed Whacking Blowing All
6/29/2021	Weed Control
6/28/2021	Sidewalks Wall St
From Mid to Late May through June 2022	Watering
Estimate based on Average yrs	We will include Watering 17 times
Contract Extension Cost for Jan-Jun 2022	\$44,100.00
Paid Monthly	\$7,350.00
1/1/2022	\$7,350.00
2/1/2022	\$7,350.00
3/1/2022	\$7,350.00
4/1/2022	\$7,350.00
5/1/2022	\$7,350.00
6/1/2022	\$7,350.00
Total	\$44,100.00

TO: Norwalk Redevelopment Agency Loan Committee
FROM: Redevelopment Staff
DATE: January 11, 2022
RE: 4 Gwendolyn Street Loan Review

Loan Overview

The property located at 4 Gwendolyn Street, Norwalk, CT 06851 is a 1,400 square foot, single family home built in 1955(See *Attachment A*). After purchasing the house in 2018, the owner received a \$10,000 emergency loan from the Norwalk Redevelopment Agency to fix a leaking roof. That owner recently refinanced her original mortgage, student loans and other debts, resulting in the repayment and release of the Redevelopment loan written in 2018. The owner is looking to make major improvements to her first floor bathroom and minor improvements to her upstairs bathroom. Depending on bid results, the owner may be willing to increase scope of work and take on additional debt to include first floor bathtub conversion to a shower. Preliminary staff review estimates \$15,000 - \$20,000 of required work depending on owners decision to replace existing bathtub and price of tile selected as the major fluctuations in pricing. Contractor availability during the pandemic may also contribute to fluctuating prices. Maximum loan affordability is described below in the underwriting structure, as well as for a high end estimate.

Location Details

The home is located at 4 Gwendolyn Street, Census Tract 435, which is a non-Low Moderate Income Census Tract. The house is occupied by a low income family.

Image 1 – Image of Front of House



Image 2 – Map of Location



Image 3 – First Floor Bathroom



Image 4 – Second Floor Bathroom



Scope of Work

The owner has currently only expressed interest in renovating her two bathrooms.

Work includes:

First Floor Bathroom

- Remove and replace wall and floor tile.
- Remove and frame in existing bathroom window (Requires exterior siding work).
- Install new vanity and fixtures.
- Replace leaking diverter and shower faucets (may require additional plumbing work once shower wall can be opened).
- Sheetrock repair and paint.
- Potential removal of bathtub and conversion to shower.
- Installation of sliding glass shower/bath door.
- Potential relocation of HVAC vent currently in inconvenient wall location.

Second Floor Bathroom

- Minor sheetrock and trim repairs
- Repainting of bathroom
- Replacement of medicine cabinet/mirror
- Towel bar replacement.
- Install new vanity lights and bathroom fan.
- Install new light switches.

Bidding Process for Proposed Loan

Due to the timing of the upcoming Agency meeting, approval of the loan is being requested before going out to bid. In the event that pricing comes back higher than expected, items will be eliminated from the scope of work so that the loan values presented are not exceeded. The project will be posted in the Norwalk Hour as a public bid invitation as well as sent to an email list of qualified contractors. Three bids will be required and the owner will be obligated to select the lowest, reasonable bid. A low bid above the owner's affordability described in our guidelines and underwriting is not expected.

Underwriting and Loan Structure

The underwriting was conducted using the current Residential Rehabilitation Program's guidelines. The presented structures are based on our maximum 30 year loan and 2% interest rate. Owner has indicated that she wishes to keep payments as low as possible using the 30 year term, but does anticipate on making additional payments to pay down the loan faster. There are no penalties for early payments.

Maximum Amortized Loan:

Loan Principal	\$31,000
Interest rate:	2%
Term:	30 Years
Monthly Payment:	\$114

The current guidelines allow for a Combined Loan to Value ratio of 85% and a Debt to Income Ratio of 40%. As structured, the combined loans will meet the guidelines as outlined below:

cLTV:	82%	(85% maximum allowed)
DTI Ratio:	40%	(40% maximum allowed)

High End Estimate Amortized Loan:

Loan Principal	\$20,000
Interest rate:	2%
Term:	30 Years
Monthly Payment:	\$74

The current guidelines allow for a Combined Loan to Value ratio of 85% and a Debt to Income Ratio of 40%. As structured, the combined loans will meet the guidelines as outlined below:

cLTV:	79.9%	(85% maximum allowed)
DTI Ratio:	39.5%	(40% maximum allowed)

The proposed loans represent underwriting following the current Residential Rehabilitation Program's underwriting guidelines. The loan will meet guideline criteria as long as loan remains under \$31,000.

ACTION: Approve Residential Rehabilitation Loan for 4 Gwendolyn Street (Owner Hillary Pollard) and authorize Executive Director, Brian T. Bidolli, to execute contracts for value not to exceed \$31,000.

Attachments:

- A: Property Card
- B: Underwriting Sheet for Maximum Loan
- C: Underwriting Sheet for High End Estimate Loan
- D: Additional Photos

4 GWENDOLYN ST

Location 4 GWENDOLYN ST

Mblu 5/ 3A/ 26/ 0/

Acct# 16150

Owner POLLARD HILLARY

Assessment \$248,440

Appraisal \$354,910

PID 16150

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$183,310	\$171,600	\$354,910

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$128,320	\$120,120	\$248,440

Owner of Record

Owner POLLARD HILLARY

Co-Owner

Sale Price \$419,000

Certificate

Book & Page 8714/339

Address 4 GWENDOLYN ST
NORWALK, CT 06851-0000

Sale Date 07/26/2018
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
POLLARD HILLARY	\$419,000		8714/339	00	07/26/2018
YEE ANDREW M & MCPHERSON YEE ANIKA D	\$355,000	4661-201	4661/201		11/25/2002
BRYAN RODGER W & SUSANNAH C	\$150,000		3378/13		07/28/1997
MATHER ELSIE	\$150,000		3378/13		07/28/1997
MATHER WILLIAM F * ELSIE	\$0		0/0		

Building Information

Building 1 : Section 1

Year Built: 1955
Living Area: 1,392
Replacement Cost: \$241,191
Building Percent Good: 76
**Replacement Cost
Less Depreciation:** \$183,310

Building Attributes	
Field	Description
Style	Cape Cod
Model:	Residential

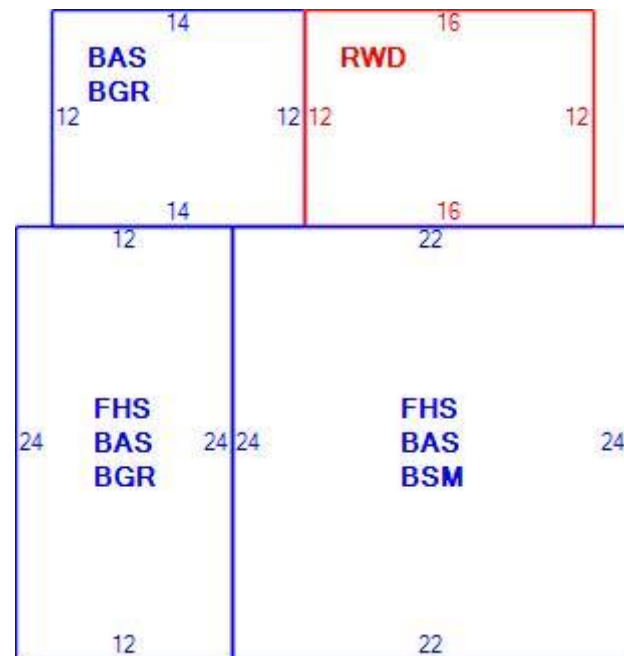
Grade	C
Stories	1.50
Occupancy	1
Exterior Wall 1	Shaker Vinyl
Exterior Wall 2	
Roof Structure:	Gable
Roof Cover	Asphalt Shingl
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heat Fuel	Oil
Heat Type	Forced Air
AC Type	Central
Bedrooms	4
Full Baths	2
Half Baths	0
Extra Fixtures	0
Total Rooms	7
Bath Style	Average
Kitchen Style	Average
Extra Kitchens	0
Frame	Wood
Insulation	Typical
Bsmt Garage	1

Building Photo



(<http://images.vgsi.com/photos/NorwalkCTPhotos/00\00\49\65.jpg>)

Building Layout



(ParcelSketch.ashx?pid=16150&bid=16150)

Foundation	Conc Block
FBM Area	528
FBM Quality	3
Fireplaces	0
# of Heat Systems	1.00
Central Vac	
Solar HW	
Electrical	Typical
Heat Percent	100

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
BAS	First Floor	984	984
FHS	Finished Half Story	816	408
BGR	Basement Garage	456	0
BSM	Basement	528	0
RWD	Wood Deck	192	0
		2,976	1,392

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 101
Description Single Family
Zone B
Neighborhood 0134

Land Line Valuation

Size (Acres) 0.14
Frontage
Depth
Assessed Value \$120,120
Appraised Value \$171,600

Outbuildings

--

Outbuildings**Legend**

No Data for Outbuildings

Valuation History**Appraisal**

Valuation Year	Improvements	Land	Total
2020	\$183,310	\$171,600	\$354,910
2019	\$183,310	\$171,600	\$354,910
2018	\$183,310	\$171,600	\$354,910

Assessment

Valuation Year	Improvements	Land	Total
2020	\$128,320	\$120,120	\$248,440
2019	\$128,320	\$120,120	\$248,440
2018	\$128,320	\$120,120	\$248,440

Underwriting Worksheet

Date: 1/7/2022

Borrower(s):
Hillary Pollard



Rehab Case #: TBD

Address:
4 Gwendolyn Street

Owner-Occupied

Units: 1

Property Value: \$515,000

Existing Loans: \$391,424

Property Address:
Same

Max Proposed Loan: \$31,000

cLTV: 82.0%

Guidelines allow up to 85%

A. GROSS MONTHLY INCOME	Borrower	Co-Borrower	Totals	2020 AGI
1 Base	7,195		7,195	\$39,724.00
2 Overtime			-	AGI does not
3 Pension			-	reflect new job
4 Dividend/Interest			-	AMI
5 Net Rental (= 75% gross rent)			-	61%
6 Other (VA Disability)	500		500	4 Person Family
Total Gross Monthly Income:	\$7,695	\$0	\$7,695	

B. MONTHLY CREDIT LIABILITIES					
	Creditor	Type	Payment	Balance	As Agreed:
1	MTT Bank	Loan	370	14,388	
2	Homedepot	Credit	29	1,500	
3	USAA	Credit	49	2,662	
4					
5					
6					
7					
8					
Total Liabilities:			\$448		

C. MONTHLY HOUSING EXPENSES			D. ASSETS		
	PITI	Current	Proposed	Forbearance loans only	
1	First Mortgage Payment	1,872	1,872	1	Savings
2	Rent			2	Savings
3	Property Taxes	644	644	3	Savings
4	Homeowner's Insurance			4	Checking
5	Mortgage Insurance	-	-	5	Checking
6	Common Charges	-	-	6	Retirement
7	Proposed Loan(s):			7	Retirement
	Principal:		\$31,000.00	8	Retirement
	Term:		360	9	Other
	Interest Rate:		2%	10	Other
	Payment:		\$114	11	Other
				12	Other
Total Monthly Housing Expense:		\$ 2,515	2,630	Total Assets: \$ -	

E. MONTHLY EXPENSE RATIOS				
	Current Housing		Proposed Housing	
Housing to Income Ratio:	\$2,515	32.7%	\$2,630	34.2%
	\$7,695		\$7,695	
Debt to Income Ratio:	\$2,963	38.5%	\$3,078	40.0%
Liabilities & Housing Expenses/Income	\$7,695		\$7,695	

Guidelines allow up to 40% for amortized loans (Proposed Housing) & 45% for forbearance loans (Current Housing Costs)

F. UNDERWRITING COMMENTS:
689 Credit Score
Underwriting example based on maximum principle allowed by guidelines.

Underwriting Worksheet

Date: 1/7/2022

Borrower(s):
Hillary Pollard



Rehab Case #: TBD

Address:
4 Gwendolyn Street

Owner-Occupied

Units: 1

Property Value: \$515,000

Existing Loans: \$391,424

Property Address:
Same

Max Proposed Loan: \$20,000

cLTV: 79.9%

Guidelines allow up to 85%

A. GROSS MONTHLY INCOME	Borrower	Co-Borrower	Totals	2020 AGI
1 Base	7,195		7,195	\$39,724.00
2 Overtime			-	AGI does not
3 Pension			-	reflect new job
4 Dividend/Interest			-	AMI
5 Net Rental (= 75% gross rent)			-	61%
6 Other (VA Disability)	500		500	4 Person Family
Total Gross Monthly Income:	\$7,695	\$0	\$7,695	

B. MONTHLY CREDIT LIABILITIES					
	Creditor	Type	Payment	Balance	As Agreed:
1	MTT Bank	Loan	370	14,388	
2	Homedepot	Credit	29	1,500	
3	USAA	Credit	49	2,662	
4					
5					
6					
7					
8					
Total Liabilities:			\$448		

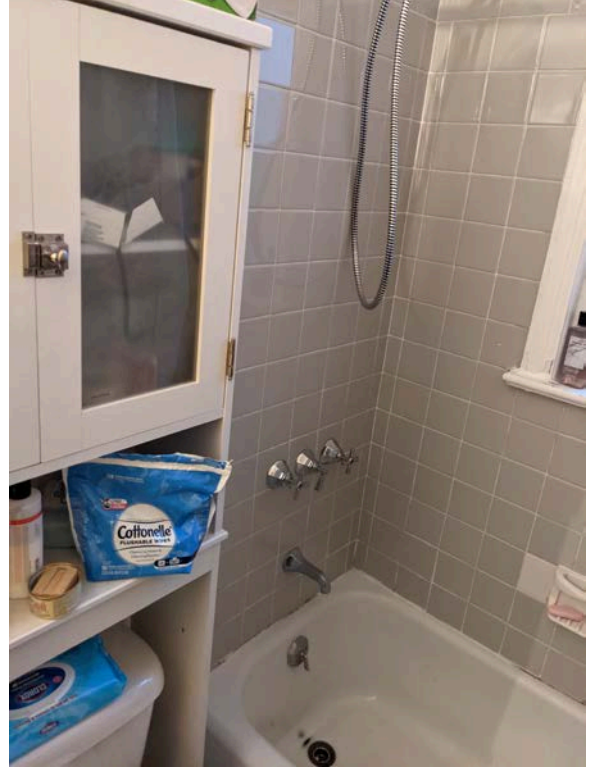
C. MONTHLY HOUSING EXPENSES			D. ASSETS		
	PITI	Current	Proposed	Forbearance loans only	
1	First Mortgage Payment	1,872	1,872	1	Savings
2	Rent			2	Savings
3	Property Taxes	644	644	3	Savings
4	Homeowner's Insurance			4	Checking
5	Mortgage Insurance	-	-	5	Checking
6	Common Charges	-	-	6	Retirement
7	Proposed Loan(s):			7	Retirement
	Principal:		\$20,000.00	8	Retirement
	Term:		360	9	Other
	Interest Rate:		2%	10	Other
	Payment:		\$74	11	Other
				12	Other
Total Monthly Housing Expense:		\$ 2,515	2,589	Total Assets: \$ -	

E. MONTHLY EXPENSE RATIOS				
	Current Housing		Proposed Housing	
Housing to Income Ratio:	\$2,515	32.7%	\$2,589	33.6%
	\$7,695		\$7,695	
Debt to Income Ratio:	\$2,963	38.5%	\$3,037	39.5%
Liabilities & Housing Expenses/Income	\$7,695		\$7,695	

Guidelines allow up to 40% for amortized loans (Proposed Housing) & 45% for forbearance loans (Current Housing Costs)

F. UNDERWRITING COMMENTS:
689 Credit Score
Underwriting example based on High End Estimate

First Floor Photos





Second Floor Photos

