FINANCE/CLAIMS COMMITTEE MEETING
Thursday November 10, 2016 7:00P.M.

CITY HALL
Common Council Chambers
125 East Avenue
Norwalk, Connecticut
AGENDA

1. Public Participation

2. Approve the Minutes of the following Finance Committee Meeting:
   October 13, 2016

3. Claims Committee: receive the monthly Claims report; review and approve claims as required for Claims Report dated:
   November 10, 2016

4. Narrative on Tax Collections dated November 10, 2016- Receive Report and discuss.

5. Monthly Tax Collector's Reports - Receive Reports and discuss:
   October 31, 2016

6. Receive Oak Hills Authority Monthly Financial Statements for September 30, 2016.

7. Authorize the Mayor, Harry W. Rilling to execute an Assistance Agreement with the State of Connecticut Department of Housing for the grant of $3,000,000 in CDBG-DR funding for the raising of Raymond and Day Streets in connection with the Washington Village Choice Neighborhood Improvements Project.

8. Authorize the Mayor, Harry W. Rilling, to execute an Assistance Agreement with the Norwalk Housing Authority and Trinity Norwalk Site Work, Inc, a special purpose corporation owned by Trinity Financial , Inc., to provide financial assistance in connection with the infrastructure improvements necessary for raising Raymond and Day Streets as part of the Washington Village Choice Neighborhood Improvements Project

9. Resolution approving a special capital appropriation in the amount of $3,950,000 to fund Day & Raymond Street Public Improvement component of the Choice Neighborhoods project (09170910-5777-C0560) and authorizing the issuance of $3,450,000 general obligation bonds of the city to meet said appropriation.

10. Recommendation, discussion and action, if needed, for Senior Tax Relief.

CITY OF NORWALK
FINANCE/CLAIMS COMMITTEE
REGULAR MEETING
OCTOBER 13, 2016

ATTENDANCE: Bruce Kimmel, Chair; John Kydes, Shannon O'Toole-Giandurco, Nick Sacchinelli; Douglas Hempstead (7:06 p. m.), John Igneri,

ABSENT: Travis Simms

OTHERS: Lisa Biagiarelli, Tax Collector; Robert Barron, Finance Director; Tom Schadlich, Director of Library Technology, Norwalk Public Library

CALL TO ORDER

Chairman Kimmel called the meeting to order at 7:00 p. m. A quorum was present.

PUBLIC PARTICIPATION

No member of the public came forward to comment.

APPROVAL OF MINUTES

September 8, 2016

** **MR. SACCHINELLI MOVED TO APPROVE THE MINUTES OF THE SEPTEMBER 8, 2016 MEETING AS SUBMITTED.**
** **THE MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 8, 2016 MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

CLAIMS COMMITTEE

Receive the monthly claims report; review and approve claims as required for Claims Report dated: October, 13, 2016.

** **MR. KIMMEL MOVED THE ITEM.**
** **THE MOTION TO RECEIVE THE MONTHLY CLAIMS REPORT; REVIEW AND APPROVE CLAIMS AS REQUIRED FOR CLAIMS REPORT DATED: OCTOBER, 13, 2016 PASSED UNANIMOUSLY.**

Narrative on Tax Collections dated October 13, 2016- Receive Report and discuss.
Monthly Tax Collector's Reports - Receive Reports and discuss: September 30, 2016.

Ms. Biagiarelli came forward to present both of the items. She stated that through the end of September, 2016, the first three months of the fiscal year, the City collected more than $158 million or 52.42% of our 302 million adjusted tax levy. As of the end of September, 2016, we collected more than $7.8 million of our sewer use tax levy, or 50.82%.

Ms. Biagiarelli stated that delinquent notices called "demand notices" were mailed in mid-September. It is required by law to demand payment before pursuing collection enforcement. She stated that we also do a semi-annual mandatory payroll garnishment for City and Board of Education employees for back taxes. Federal regulations prevent City Council members from having their stipends garnished.

Ms. Biagiarelli stated that as a result of the data and systems conversion that the DMV undertook last summer, some Connecticut taxpayers received Motor Vehicle tax bills from the wrong municipality this summer, and others are expected to face the same problem this coming winter. She stated that we will identify more accounts going forward, as more and more taxpayers who were improperly billed face compliance issues at the DMV, when their registrations failed to renew.

Mr. Hempstead arrived at 7:06 p. m.

Discussion on Senior Tax Relief.

Discussion on Senior Tax Relief was postponed until next month.

Receive Oak Hills Authority Monthly Financial Statements for August 31, 2016.

Mr. Baron came forward to speak on the item. He reviewed the August 2016 Financial Commentary on Oak Hills Park Authority. He stated that cash is $35,000 higher than the prior-year. He stated this is a decrease of $35,000 from the prior month. However, accounts payable is $30,000 lower than the prior year, which accounts for the cash decrease. He stated that on the budget comparison Year-to-Date, Year-to-Date revenue is on budget. Personnel expenses are exceeding budget by $16,000 primarily due to Operations personnel. Administrative expenses are on budget. Park maintenance exceed budget by $48,000 due to Ag & Chem, which is being researched. Operating income is $63,000 under budget. This should improve with the correction of AG & Chem expenses.

Mr. Baron stated that work will begin soon on the golf course. Nine holes will be shut down at a time. This is significant work to the course that will be completed around late March. The goal is for Oak Hills Golf Course to become a "Jewel of the City." Ms. O'Toole stated that mass emails have been sent out on a regular basis to update golfers on the status of the course, and the changes that are being made.

Resolution, authorizing the Mayor, Harry W. Rilling, to execute any and all documents to secure the repayment of a loan in the amount of Three Hundred Thousand dollars ($300,000) from the City of Norwalk to the Sixth Taxing District for the purpose of paying capital expenses related to the renovation of the District's Community Center for Fiscal Year 2016-2017.

** **MR. IGNIRI MOVED THE ITEM.**

Mr. Barron came forward to speak on the item. He stated that in the FY 2016 - 2017 Capital Budget, an appropriation of $300,000 was made for the Sixth Taxing District Community Center Project. The funds for the project have been bonded, and before transmitting the funds to the Sixth Taxing District, a loan agreement is necessary. He stated that $300,000 is to be given to the district on November 1, 2016. The first payment is due 12 /1/2016. The last payment is due November 1, 2031. The interest rate is 2.23% (City of Norwalk's 2016 new money interest rate of 1.88 plus an administration fee of 0.35%.) The term is 15 years and the type is Level Principal.

** **THE MOTION AUTHORIZING THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS TO SECURE THE REPAYMENT OF A LOAN IN THE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS ($300,000) FROM THE CITY OF NORWALK TO THE SIXTH TAXING DISTRICT FOR THE PURPOSE OF PAYING CAPITAL EXPENSES RELATED TO THE RENOVATION OF THE DISTRICT'S COMMUNITY CENTER FOR FISCAL YEAR 2016-2017 PASSED UNANIMOUSLY.**

Authorize the Mayor, Harry W. Rilling, to enter into a contract with Midwest Microfilm & Optical Storage Systems, d/b/a Midwest Micro Imaging of Golden Valley, MN, for the digitization of the Library's South Norwalk Sentinel microfilms pursuant to the specifications of Bid Project #3662, for a cost not to exceed $17,600.00 accounts 09166210-5777-C0571 and 09176210-5777-C0571 (approved capital budget; no special appropriation needed).

** **MR. KIMMEL MOVED THE ITEM.**

Mr. Schadlich came forward to speak on the item. He stated that the Norwalk Public Library is cooperating with the Connecticut State Library to digitize historic Norwalk newspapers and make them available to the general public through the State's Library's Newspapers of Connecticut Project, which is itself an offshoot of the Library of Congress's National Digital Newspaper Program. He stated that digitization of physical copies of the Norwalk Gazette has been completed. The next phase is to digitize the South Norwalk Sentinel, which is currently on 199 reels of microfilm. With the help of the Purchasing Department, this was put out to bid in the spring of 2016. He stated that we have decided to go with Midwest Microfilm & Optical Storage Systems d/b/a Midwest Micro Imaging of Golden Valley, MN.

** **THE MOTION TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH MIDWEST MICROFILM & OPTICAL STORAGE SYSTEMS, D/B/A MIDWEST MICRO IMAGING OF GOLDEN VALLEY, MN, FOR THE DIGITIZATION OF THE LIBRARY'S SOUTH NORWALK SENTINEL MICROFILMS PURSUANT TO THE SPECIFICATIONS OF BID PROJECT #3662, FOR A COST NOT TO EXCEED $17,600.00 ACCOUNTS 09166210-5777-C0571 AND 09176210-5777-C0571 (APPROVED CAPITAL BUDGET; NO SPECIAL APPROPRIATION NEEDED) PASSED UNANIMOUSLY.**

Resolution, authoriziug Capital Appropriation reductions of accounts 09167100-5777 -C011 9 and 091571 00-5777-c0119 by $70,000 and $20,000 respectively.

Resolution, authorizing a Special Capital Appropriation in the amount of $90,000 to increase the appropriation in account 091771 00-5777-C011 9 for the Department of Puhlic Works to renovate the Public Works workspace at City Hall.

** **MR. HEMPSTEAD MOVED TO AUTHORIZE CAPITAL APPROPRIATION REDUCTIONS OF ACCOUNTS 09167100-5777 -C011 9 AND 091571 00-5777-C0119 BY $70,000 AND $20,000 RESPECTIVELY, AND TO AUTHORIZE A SPECIAL CAPITAL APPROPRIATION IN THE AMOUNT OF $90,000 TO INCREASE THE APPROPRIATION IN ACCOUNT 091771 00-5777-C011 9 FOR THE DEPARTMENT OF PUBLIC WORKS TO RENOVATE THE PUBLIC WORKS WORKSPACE AT CITY HALL.**

Mr. Barron stated that the Director of Public Works is requesting that the city approve a special capital appropriation of $90,000 to renovate the Public Works workspace in City Hall. No bonding authorization is required because the source of funding will come from existing capital account surpluses. On July 5, 2016, the Public Works Committee authorized the issuance of a purchase order to begin the renovation project which was later approved by the Council on July 12, 2016. However this project number's $295,000 appropriation was for the removal of three storage tanks, and cannot be used without an increase to its appropriation. Surpluses in the prior year's projects were the intended source of funding.

Mr. Barron stated that Practice and Policy for capital appropriations will be updated and released by the end of the month. A Finance Authorization Form will be put in place to ensure that surpluses from one project are not used for other projects. This should improve the process going forward.

** **THE MOTION PASSED UNANIMOUSLY.**

Receive Board of Estimate and Taxation Appropriations dated October 3, 2016

The Board of Estimate and Taxation Appropriations dated October 3, 2016 were received.

** **MR. HEMPSTEAD MOVED TO ADJOURN.**
** **THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:57 p. m.

Respectfully submitted,

Tom Blaney
Telesco Secretarial Services

AGENDA NOVEMBER 10, 2016

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		**APPROVED BY TAX COLLECTOR**		**REPORTED TO CLAIMS COMMITTEE**
ACAR LEASING LIMITED		15-MV-300347	($183.38)	PRORATION
AMERICAN LIVERY SERVICE INC	($2,059.44)	15-MV- SEE BACK UP		PRORATIONS
ALVARADO-ESTRADA MARVIN		15-MV-301517	($19.69)	PRORATIONS
AMES-CASTILLO JOSE L		15-MV-301819	($352.52)	PRORATION
ARISTIZABAL ANA E		15-MV-302702	($98.52)	OVERPAYMENT
BERTLETT HARRY A 4TH		15-MV-304236	($104.21)	PRORATION
BETTIS DAVE B / BETTIS LISA W		14-MV-305077	($46.54)	PRORATION
BLANCHETTE LAUREN ANNE/BLANCHETTE SCOTT W		15-MV-305606	($24.31)	PRORATION
BOOTH JAIME M		15-MV-306167	($65.77)	PRORATION
BRONOV HELEN		15-MV-800622	($79.58)	PRORATION
BUSH MICHAEL E		15-MV-307634	($54.14)	PRORATION
CADY PAUL GREGORY		15-MV-308805	($32.11)	PRORATION
CAMINIS DIANE WILENS		15-MV-309089	($31.37)	OVERPAYMENT
CCCAP AUTO LEASE LTD		15-MV-310555	($53.88)	PRORATION
COCHRANE JOHN W 3RD		15-MV-312466	($20.58)	PRORATION
CORBIN BARBARA MARIE		15-MV-313381	($14.63)	PRORATION
CORKUTT URSULA REGINA		15-MV-313457	($118.89)	ABATEMENT
CORONA ANA R		15-MV-313500	($16.50)	PRORATION
CUNNIGHAM SAMUEL COHEN		15-MV-314460	($72.64)	PRORATION
DAIMLER TRUST	($851.34)	15-MV-314804	($260.28)	PRORATIONS
		15-MV-314863	($243.86)	PRORATIONS
		15-MV-314913	($347.20)	PRORATIONS
DAIMLER TRUST		15-MV-314954	($47.58)	PRORATIONS
DAIMLER TRUST		15-MV-314764	($260.28)	PRORATION
DEBACCO JOHANNA ELISABETH/BURMAN GUSTAF	($127.11)	15-MV-315659	($84.82)	PRORATION
		15-MV-315658	($42.29)	PRORATION
DEBONE JOSEPH A JR		15-MV-315705	($444.04)	PRORATION

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
DEVINE JOHN B		15-MV-316714	($35.73)	PRORATION
DIAGEO AMERICAS SUPPLY		14-MV-403476	($508.03)	PRORATION
DURHAM PAUL S		15-MV-318428	($107.24)	PRORATION
EAN HOLDINGS LLC		14-MV-403797	($213.24)	PRORATION
EDVARDSEN CYNTHIA ANN		15-MV-319138	($216.51)	ABATEMENT
ELIAS LISA		15-MV-319326	($33.53)	PRORATION
ELITE LIMO SERV INC	($3,689.26)	15-MV-SEE BACK UP		PRORATIONS
ESCOBAR ELFEGO		15-MV-319840	($18.67)	PRORATION
FARQUHAR FAY J		15-MV-370774	($137.77)	PRORATION
FINANCIAL SERVICE VEH TRUST		15-MV-321376	($133.81)	PRORATION
FINANCIAL SERVICE VEH TRUST		15-MV-321499	($72.58)	PRORATION
FINANCIAL SERV VEH TRUST	($1,456.49)	15-MV SEE BACK UP		PRORATIONS
FINANCIAL SERVICE VEH TRUST	($500.61)	15-MV-321599	($293.23)	PRORATIONS
		15-MV-321640	($207.38)	PRORATIONS
FISHER SABRINA ANN		15-MV-321958	($33.10)	PRORATION
FRENCH GLENN		15-MV-322964	($22.55)	PRORATION
GEORGOULIS MARYELLEN		15-MV-324527	($87.10)	PRORATION
GIANCOTTI KATHLEEN		15-MV-324667	($15.18)	ABATEMENT
GOROF JOHN B		15-MV-325803	($30.87)	PRORATION
GUEVARA-ALVAREZ ODIR A		15-MV-326719	($48.56)	PRORATION
HAGARTY FRANCIS J 3RD		15-MV-327114	($95.51)	PRORATION
HENDERSON KATHRYN E		15-MV-328230	($26.42)	PRORATION
HERRERA MARIO F		15-MV-328605	($37.44)	PRORATION
HEWETSON GORDON C		15-MV-328896	($100.68)	ABATEMENT
HNYDIUK VITA		15-MV-329180	($11.48)	PRORATION
HORVATH JO ANNE/ HORVATH DENNIS		15-MV-330516	($32.90)	PRORATION
HYLAND CRAIG THOMAS		15-MV-330961	($75.88)	PRORATION

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
HYUNDAI LEASE TITLING TRUST		15-MV-331165	($163.99)	PRORATION
HYUNDAI LEASE TITLING TRUST	($583.25)	15-MV- SEE BACK UP		PRORATIONS
HYUNDAI LEASE TITLING TRUST	($528.17)	15-MV-331174	($457.83)	PRORATIONS
		15-MV-331080	($70.34)	PRORATIONS
HYUNDAI LEASE TITLING TRUST		15-MV-331038	($43.62)	PRORATION
ISIDRO EDWARD P /ISIDRO DEBORAH	($227.72)	14-MV-331338	($18.78)	PRORATION AND ABATEMENT
		15-MV-331832	($208.94)	PRORATION AND ABATEMENT
JENSEN JOSEPH H		15-MV-332516	($295.35)	PRORATION
JONES KATHRYN URSULA CALLAHAN		15-MV-332961	($90.63)	PRORATION
JONES MARY ANN		15-MV-332965	($39.75)	PRORATION
JORDAN BRADLEY JAMES		15-MV-333005	($294.83)	PRORATION
JOSEPH SANDRA / JOSEPH EDVARD		14-MV-800560	($322.13)	PRORATION
JP MORGAN CHASE BANK	($864.82)	14-MV- SEE BACK UP		PRORATIONS
JP MORGAN CHASE BANK	($305.31)	15-MV-333447	($38.76)	PRORATIONS
		15-MV-334558	($40.93)	PRORATIONS
		15-MV-333487	($225.62)	PRORATION
KIGGINS ANDREW W		15-MV-334808	($27.11)	PRORATION
KLAFFKY THOMAS E		15-MV-335108	($439.62)	ABATEMENT
LASHENDOCK MICHAEL J		15-MV-336746	($109.48)	PRORATION
LASHER ROBERT C		15-MV-800006	($32.10)	ASSMNT APPEALS-DECREASE
LOGAN ROBERT F JR		15-MV-338094	($82.85)	PRORATION
MANKO JUDITH B		15-MV-339960	($13.15)	PRORATION
MARTIN DIANE A		15-MV-340461	($10.32)	PRORATION
MATUTE EDGARDO		15-MV-341071	($154.65)	PRORATION
MCHUGH BARBARA B		15-MV-341771	($30.87)	PRORATION
MENDOZA DAVID E		15-MV-342490	($37.43)	PRORATION
MOORE GARY L		15-MV-344032	($46.42)	PRORATION

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
MOORE SHARON C		15-MV-344071	($15.06)	PRORATION
NESA LLC		15-MV-345791	($46.86)	PRORATION
NISSAN INFINITI LT	($554.12)	15-MV-346459	($47.72)	PRORATIONS
		15-MV-346296	($506.40)	PRORATIONS
NISSAN INFINITI LT	($1,325.82)	14-MV-346185	($155.26)	PRORATIONS
		14-MV-346171	($207.11)	PRORATIONS
		14-MV-345747	($361.45)	PRORATIONS
		14-MV-345749	($66.69)	PRORATIONS
		14-MV-345896	($144.63)	PRORATIONS
		14-MV-346009	($390.68)	PRORATIONS
NISSAN INFINITI LT		14-MV-346096	($346.44)	PRORATION
NISSAN INFINITI LT	($1,086.84)	MV-SEE BACK UP		PRORATIONS
NISSAN INFINITI LT		15-MV-346287	($453.26)	ABATEMENT
NISSAN INFINITI LT	($367.76)	14-MV-345783	($57.15)	PRORATION AND ABATEMENT
		15-MV-346840	($310.61)	PRORATION AND ABATEMENT
ONEAL MARGARET ANN	($290.95)	15-MV-348102	($219.81)	PRORATIONS
		15-MV-348103	($71.14)	PRORATIONS
PAJARES RAFAEL		15-MV-348897	($48.27)	PRORATION
PAPACHRISTOU PETROS		15-MV-349132	($47.07)	PRORATION
PAULEY BRUCE S TREE CARE INC		15-MV-349810	($85.71)	PRORATION
PEREA RAUL C		15-MV-350257	($295.40)	PRORATION
PULCINI ERICA ASHLEY		15-MV-352204	($260.02)	PRORATION
RAMIREZ LUCIANO D		15-MV-322757	($41.36)	PRORATION
REYES-GUERRA ANNE		15-MV-353607	($10.09)	PRORATION
SHAH ASHU		15-MV-358397	($12.84)	PRORATION
SHILLINGLAW ANDREW K		15-MV-358666	($201.75)	PRORATION
SHIPMAN NETTIE U / TATULLI ROBERTA		15-MV-358695	($13.27)	PRORATION

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
TABORDA CARLOS E		15-MV-361831	($31.368)	PRORATION
TOYOTA LEASE TRUST		14-MV-363353	($65.65)	PRORATION
UBBU DAYNA MELISA		14-MV-364702	($129.05)	PRORATION
USB LEASING LT	($645.06)	15-MV-365460	($574.67)	PRORATIONS
		15-MV-371361	($70.39)	PRORATIONS
USB LEASING LT		15-MV-365473	($329.34)	PRORATION
VAULT TRUST	($1,286.25)	14-MV-366019	($226.98)	PRORATIONS
		14-MV-366124	($750.37)	PRORATIONS
		14-MV-366271	($308.90)	PRORATIONS
VAULT TRUST		14-MV-366098	($226.06)	PRORATION
VAULT TRUST	($1,578.85)	MV- SEE BACK UP		PRORATIONS
VELEZ JOSE L		14-MV-413787	($21.42)	PRORATION
VW CREDIT LEASING LTD	($445.72)	14-MV-414012	($37.99)	PRORATION AND ABATEMENT
		15-MV-365813	($407.73)	PRORATION AND ABATEMENT
VW CREDIT LEASING LTD		15-MV-365897	($49.43)	PRORATIONS
WANG JIANQIANG		15-MV-368481	($105.10)	PRORATION
WHEELS LT		15-MV-369155	($84.06)	PRORATION
YAEGER BRITTANY J		15-MV-370272	($245.03)	OVERPAYMENT

SPECIAL REQUEST

R+F NORWALK LLC				
RE: 641 CONNECTICUT AVE	($15,500.06)	13-RE-120121	($7,699.42)	COURT STIP-TAX APPEAL
		14-RE-120098	($7,800.64)	COURT STIP-TAX APPEAL

AMERICAN LIVERY SERVICE INC

BILL	PLATE		VIN	AMOUNT
15-MV-301798	L7854L	05	2LNHM84W48X646140	$ 123.95
15-MV-301799	L7853L	05	2LNBL8EV2BX758148	$ 230.68
15-MV-301800	L7371L	05	2LMHJ5NK8EBL53261	$ 224.60
15-MV-301801	L7051L	05	2LNBL8EV2BX755878	$ 230.68
15-MV-301802	L8150L	05	2LMHJ5NK2EBL55359	$ 133.03
15-MV-301803	L958L	05	2LNBL8EV4BX758149	$ 230.68
15-MV-301805	L8302L	05	2LMHJ5NK9EBL55360	$ 133.03
15-MV-301806	L95L		3GNFK16308G184799	$ 123.96
15-MV-301807	L7855L	05	2LNHM84W48X636661	$ 123.95
15-MV-301808	L732L	05	1FDNS24L57DA56109	$ 26.30
15-MV-301809	L727L	05	2LNHM84W28X636660	$ 123.95
15-MV-301810	L7545L	05	2LNBL8EV0BX755877	$ 230.68
15-MV-301811	L7052L	05	2LNHM84W78X659562	$ 123.95
TOTAL				**$2,059.44**

JP MORGAN CHASE BANK NA

BILL	PLATE	MODEL	VIN#	AMOUNT
14-MV-332761	270ZRD	2013/SUBA	4S4BRBCC1D3202457	$ 37.80
14-MV-332850	455ZGU	2012/SUBA	4S4BRBCC8C3297484	$ 175.11
14-MV-332945	698ZDD	2012/SUBA	JF1GJAC60CH004207	$ 166.84
14-MV-333014	8AHDU2	2014/SUBA	4S4BRBCC8E3274533	$ 85.34
14-MV-333027	9AESH1	2014/SUBA	JF2GPAKC5E8209977	$ 123.49
14-MV-333057	986ZSL	2014/MAZD	JM3KE4DY3E0303841	$ 276.24
TOTAL				$ 864.82

ELITE LIMOUSINE SERVICE INC

BILL	PLATE	VIN	AMOUNT
15-MV-319331	Z9887Z	1LNHL9EK0EG602688	$ 79.93
15-MV-319335	Z9581Z	1LNHL9EKXEG606036	$ 133.06
15-MV-319336	L7790L	1GKS2KE79DR376187	$ 224.61
15-MV-319337	Z2676Z	1LNHL9EK1EG606037	$ 101.69
15-MV-319339	L7791L	KMHGH4JH5EU081513	$ 216.51
15-MV-319340	L6892L	2G61N5S32D9209491	$ 256.98
15-MV-319341	Z2372Z	KMHGH4JH6EU078829	$ 195.75
15-MV-319342	L4547L	WDZPE8DC7E5930393	$ 12.03
15-MV-319343	Z2675Z	1LNHL9EK5EG606039	$ 91.06
15-MV-319345	L7258L	2C3CCAAGXEH132681	$ 179.57
15-MV-319346	L6413L	5LMJJ3JTXFEJ03880	$ 147.23
15-MV-319347	L3552L	1FTSS3EL0BDA04326	$ 22.75
15-MV-319350	Z8784Z	1LNHL9EK8EG601739	$ 292.74
15-MV-319352	Z2527Z	2LMHJ5NKXEBL53259	$ 153.26
15-MV-319354	6055	1FDXE4FS0CDA87181	$ 42.98
15-MV-319355	6195	1FVACWDU1DHFF0751	$ 40.35
15-MV-319356	Z2874Z	2C3CCARG9FH831466	$ 29.34
15-MV-319359	Z2873Z	2C3CCARG2FH757095	$ 247.88
15-MV-319360	L84145L	1GKS2HKC7FR222956	$ 102.68
15-MV-319361	Z5460Z	1GKS2HKC6FR261909	$ 102.68
15-MV-319362	Z2418Z	KMHGH4JH0EU079846	$ 207.89
15-MV-319363	L8439L	1GKS2HKC6FR267032	$ 79.41
15-MV-319365	L8120L	1LNHL9EK4DG616740	$ 269.13
15-MV-319368	Z6929Z	2G61W5S31D9150110	$ 59.58
15-MV-319369	Z2939Z	2C3CCARG5FH876419	$ 78.43
15-MV-319370	Z8212Z	2G61P5S31D9128945	$ 321.74
TOTAL			**$ 3,689.26**

FINANCIAL SERVICE VEH TRUST

15-MV-321403	6ABKF3	WBAXH5C56DD113510	$363.07
15-MV-321470	0APSD3	WBA3N5C58FK197979	$363.88
15-MV-332170(	337VAY	5UXKR0C57F0K54950	$83.40
15-MV-321763	297ZZH	WBA3C3C54DF980166	$283.12
15-MV-371199	563ZSJ	WBAXH5C55DD106743	$363.02
TOTAL			**$1,456.49**

FINANCIAL SERVICE VEH TRUST

15-MV-331070	755ZUY	5XYKTDA66EG429705	$234.17
15-MV-331155	7AJWU9	5NPEC4AC8EH885376	$29.43
15-MV-331186	0AAWM8	5XYKWDA79EG465789	$100.28
15-MV-331234	948ZZV	5XXGN4A76DG204731	$114.73
15-MV-331245	1AERE4	KNDJT2A67D7639337	$104.64
TOTAL			**$583.25**

NISSAN INFINITI LT

14-MV- 346006	765XGG	1N4AA5AP3CC828465	$ 131.43
15-MV- 346289	765XGG	1N4AA5AP3CC828465	$ 347.03
15-MV-346368	863WKU	1N4AL2AP7BN440960	$ 275.23
15-MV-346458	9AGRB3	5N1AR2MM0EC679997	$ 88.45
15-MV-346539	3AHPA0	3N1CE2CP8EL393584	$ 20.29
15-MV-346542	158YFD	JN8AS5MV3DW143887	$ 224.41
TOTAL			**$1,086.84**

VAULT TRUST

BILL	PLATE	VIN	AMOUNT
14-MV-366093	505ZHO	1C4PJMAK0CW165244	$ 89.99
15-MV-366812	272ZWW	1C4RJFCG4EC153244	$ 171.13
15-MV-367024	0AFFV0	2GNFLGEK9E6164969	$ 38.42
15-MV-366974	1AFFV4	2GNFLEEK4E6109625	$ 33.04
15-MV-366817	3AMVM5	1C4BJWCG0EL297164	$ 423.81
15-MV-366809	6AKSH9	1C4GJWBG5EL314600	$ 428.37
15-MV-366887	6APAU3	ZAM57RTAXF1145197	$ 394.09
TOTAL			**$ 1,578.85**

September 2016 Financial Commentary

Balance Sheet

Cash is $65K lower than the prior year and $105k lower than the prior month due to payment of the bond due to the City. The Accounts Receivable balance represents the fines issued to the restaurant. Accounts Payable is $35k lower than the prior year; $20k higher than the prior month.

September Month vs Prior Year Month

Golf Revenue is $5K higher primarily due to an increase in golf fees.

Personnel and employee benefits expenses are higher by $5.5k over the prior year month primarily due to salary increases and Course/Seasonal personnel and higher health insurance costs.

Administrative expenses are lower by $5k over the prior year month mainly due to the timing of advertising expenses.

Park Maintenance is $7k lower primarily due to lower water usage and a reclass of a $2.8k deposit to prepaid expenses for a fencing project at the restaurant and maintenance building.

Cart Expenses are higher by $5k due to maintenance costs.

Operating Income for the month is higher over the prior year month by $8k.

September YTD vs Prior YTD

Revenue is higher by $8k year over year for the 3 month period. Golf fees are up $3k while other revenue is higher by $5k mainly due to higher tennis revenue.

Personnel and employee benefits expenses are higher by $36k over the prior year. Operations expenses are up $13k due to $4.5k for the summer intern and additional cashiers and cart employees on the same shifts (prior year only had one per shift). Seasonal course personnel expenses increased $14k over the prior ytd. Benefits are higher by $5k over the prior year.

Administrative expenses are $8K lower than the prior year due to lower Office expense and a re-class adjustment in Credit Card Fees to FY16.

Cart expenses are higher by $4k due to maintenance expenses.

Operating Income is lower than the prior year by $27K primarily due to the expenses, primarily personnel, exceeding the rate of revenue. Increase in Golf Revenue $8k. Increase in Expenses $35k.

Budget Comparison YTD

The YTD Revenue is below budget by $6k.

Personnel expenses are higher than budget by $20K primarily due to Operations and Seasonal personnel.

Administrative expenses are lower than budget by $14k.

Park Maintenance/Park Equipment are $12k lower than budget.

Operating Income is flat.

OAK HILLS SALES ANALYSIS SEPTEMBER 2016

Description	Sep 2016	Sep 2015	Inc/(Dec)	YTD FY17	YTD FY16	Inc/(Dec)
Revenue Rounds	4,691	4,715	-0.5%	16,627	17,059	-2.5%
Barter Rounds	303	280	8.2%	959	933	2.8%
Sub Total	4,994	4,995	0.0%	17,586	17,992	-2.3%
Comp Rounds	94	45	108.9%	293	99	196.0%
Total All Rounds	5,088	5,040	1.0%	17,879	18,091	-1.2%
Total Carts	2,911	3,078	-5.4%	10,716	11,339	-5.5%
Total Golf ID Cards	8	14	-42.9%	111	101	9.9%
Total Gift Cards	6	8	-25.0%	34	39	-12.8%
Total $ Revenue Rounds	$135,251	$129,914	4.1%	$482,417	$475,510	1.5%
Total Carts $	$44,547	$45,125	-1.3%	$164,255	$166,795	-1.5%
Total Golf ID Cards $	$375	$745	-49.7%	$8,535	$7,265	17.5%
Total Gift Cards $	$350	$819	-57.3%	$2,805	$3,465	-19.0%
Rain Chks/Gift Cards Redeemed	-$2,492	-$1,708	45.9%	-$11,306	-$10,110	11.8%
	$178,031	**$174,895**	**1.8%**	**$646,706**	**$642,925**	**0.6%**
$ Revenue/Revenue Round	**$28.83**	**$27.55**	4.6%	**$29.01**	**$27.87**	4.1%
Carts/Revenue Round	**62.1%**	**65.3%**	-4.9%	**64.4%**	**66.5%**	-3.0%
Cart $/Revenue Round	**$9.50**	**$9.57**	-0.8%	**$9.88**	**$9.78**	1.0%
Cart $/Cart Round	**$15.30**	**$14.66**	4.4%	**$15.33**	**$14.71**	4.2%
ID Card $/Card	**$46.88**	**$53.21**	-11.9%	**$76.89**	**$71.93**	6.9%
Resident Adult 18 Rounds	1,304	1,397	-6.7%	4,444	5,245	-15.3%
Resident Senior 18 Rounds	1,049	894	17.3%	3,398	2,851	19.2%
Junior/Golf Team 18 Rounds	69	142	-51.4%	489	622	-21.4%
Empl 18 Rounds	69	76	-9.2%	253	330	-23.3%
Non Resident 18 Rounds	1,845	1,750	5.4%	6,744	6,107	10.4%
Total 9 Hole Rounds	355	456	-22.1%	1,299	1,904	-31.8%
Resident Adult 18 Rounds $	$34,663	$36,908	-6.1%	$117,833	$137,881	-14.5%
Resident Senior 18 Rounds $	$22,401	$17,870	25.4%	$72,797	$55,882	30.3%
Junior/Golf Team 18 Rounds $	$1,181	$2,420	-51.2%	$9,311	$10,871	-14.4%
Empl 18 Rounds $	$441	$512	-13.9%	$1,629	$2,148	-24.2%
Non Resident 18 Rounds $	$68,666	$62,486	9.9%	$251,981	$228,036	10.5%
Total 9 Hole Rounds $	$7,899	$9,718	-18.7%	$28,866	$40,692	-29.1%
SR NONRES DISC	0	0	0.0%	1	1	0.0%
NONRES DISCOUNT	0	0	0.0%	0	0	#DIV/0!
FAMILY REG	0	0	0.0%	2	2	0.0%
CITY/OWNER REG	0	0	0.0%	2	1	100.0%
Total	0	0	0.0%	5	4	25.0%
GolfNow Rounds	132	103	28.2%	418	296	41.2%
GolfNow Dollars	$7,016	$6,065	15.7%	$22,262	$16,975	31.1%
Dollars/Round	$53.15	$58.88	-9.7%	$53.26	$57.35	-7.1%

OAK HILLS SALES ANALYSIS SEPTEMBER 2016 CALENDAR

Description	Sep 2016	Sep 2015	Inc/(Dec)	YTD 2016	YTD 2015	Inc/(Dec)
Revenue Rounds	4,691	4,715	-0.5%	32,408	31,761	2.0%
Barter Rounds	303	280	8.2%	1,824	1,547	17.9%
Sub Total	4,994	4,995	0.0%	34,232	33,308	2.8%
Comp Rounds	94	45	108.9%	417	181	130.4%
Total All Rounds	5,088	5,040	1.0%	34,649	33,489	3.5%
Total Carts	2,911	3,078	-5.4%	18,805	19,335	-2.7%
Total Golf ID Cards	8	14	-42.9%	1,826	1,875	-2.6%
Total Gift Cards	6	8	-25.0%	249	130	91.5%
Total $ Revenue Rounds	$135,251	$129,914	4.1%	$916,236	$865,517	5.9%
Total Carts $	$44,547	$45,125	-1.3%	$286,915	$286,840	0.0%
Total Golf ID Cards $	$375	$745	-49.7%	$138,164	$142,944	-3.3%
Total Gift Cards $	$350	$819	-57.3%	$19,770	$11,022	79.4%
Rain Chks/Gift Cards Redeemed	-$2,492	-$1,708	45.9%	-$25,221	-$19,382	30.1%
	$178,031	**$174,895**	**1.8%**	**$1,335,864**	**$1,286,941**	**3.8%**
$ Revenue/Revenue Round	**$28.83**	**$27.55**	4.6%	**$28.27**	**$27.25**	3.7%
Carts/Revenue Round	**62.1%**	**65.3%**	-4.9%	**58.0%**	60.9%	-4.7%
Cart $/Revenue Round	**$9.50**	**$9.57**	-0.8%	**$8.85**	**$9.03**	-2.0%
Cart $/Cart Round	**$15.30**	**$14.66**	4.4%	**$15.26**	**$14.84**	2.8%
ID Card $/Card	**$46.88**	**$53.21**	-11.9%	$75.66	**$76.24**	-0.8%
Resident Adult 18 Rounds	1,304	1,397	-6.7%	9,339	9,970	-6.3%
Resident Senior 18 Rounds	1,049	894	17.3%	6,013	5,076	18.5%
Junior/Golf Team 18 Rounds	69	142	-51.4%	816	1,105	-26.2%
Empl 18 Rounds	69	76	-9.2%	513	603	-14.9%
Non Resident 18 Rounds	1,845	1,750	5.4%	13,014	11,655	11.7%
Total 9 Hole Rounds	355	456	-22.1%	2,713	3,352	-19.1%
Resident Adult 18 Rounds $	$34,663	$36,908	-6.1%	$244,972	$256,087	-4.3%
Resident Senior 18 Rounds $	$22,401	$17,870	25.4%	$125,099	$94,580	32.3%
Junior/Golf Team 18 Rounds $	$1,181	$2,420	-51.2%	$14,374	$17,424	-17.5%
Empl 18 Rounds $	$441	$512	-13.9%	$3,049	$3,666	-16.8%
Non Resident 18 Rounds $	$68,666	$62,486	9.9%	$470,090	$422,642	11.2%
Total 9 Hole Rounds $	$7,899	$9,718	-18.7%	$58,652	$71,118	-17.5%
5R NONRES DISC	0	0	0.0%	106	88	20.5%
NONRES DISCOUNT	0	0	0.0%	127	146	-13.0%
FAMILY REG	0	0	0.0%	29	44	-34.1%
CITY/OWNER REG	0	0	0.0%	28	20	40.0%
Total	0	0	0.0%	290	298	-2.7%
GolfNow Rounds	132	103	28.2%	711	558	27.4%
GolfNow Dollars	$7,016	$6,065	15.7%	$37,751	$30,317	24.5%
Dollars/Round	$53.15	$58.88	-9.7%	$53.10	$54.33	-2.3%

OAK HILLS PARK AUTHORITY
Balance Sheet 2016
As of September 30, 2016

	Sep 30, 16	Sep 30, 15
ASSETS		
Current Assets		
Checking/Savings		
1000 · Cash		
1010 · CAP Account - Wells Fargo	553.76	183.74
1011 · Money Market - Wells Fargo	0.00	1,408.61
1021 · NBT Money Market	269,646.92	332,028.91
1022 · NBT Payment Account	-25,678.00	-26,739.89
1023 · NBT Rent Escrow Sec Apt Right	1,410.00	1,350.00
1040 · Escrow Security Dep Apt 2 Right	0.00	2,001.15
1050 · Petty	400.00	400.00
Total 1000 · Cash	246,332.68	310,632.52
Total Checking/Savings	246,332.68	310,632.52
Accounts Receivable		
1201 · Accounts Receivable	2,500.00	0.00
Total Accounts Receivable	2,500.00	0.00
Other Current Assets		
1100 · Inventory	40,990.36	54,079.94
1300 · Prepaid Expenses	31,589.64	34,855.30
Total Other Current Assets	72,580.00	88,935.24
Total Current Assets	321,412.68	399,567.76
Fixed Assets		
1500 · Fixed Assets		
1505 · Machinery and Equipment	1,041,685.83	988,645.10
1510 · Accumulated Depreciation/Amort.	-2,943,952.38	-2,763,768.41
1561 · Park Improvements	1,721,835.42	1,692,467.75
1562 · Restaurant	2,277,134.66	2,277,134.66
Total 1500 · Fixed Assets	2,096,703.53	2,194,479.10
Total Fixed Assets	2,096,703.53	2,194,479.10
TOTAL ASSETS	2,418,116.21	2,594,046.86
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · *Accounts Payable	37,757.88	72,600.23

11:38 AM
10/28/16
Accrual Basis

OAK HILLS PARK AUTHORITY
Balance Sheet 2016
As of September 30, 2016

	Sep 30, 16	Sep 30, 15
Total Accounts Payable	37,757.88	72,600.23
Other Current Liabilities		
2100 · Accrued Payroll	16,193.13	19,869.43
2104 · Accrued retirement contribution	57.43	1,114.43
2105 · Accrued Vacation Pay	23,505.37	19,381.83
2106 · Accrued Sick Leave Pay	26,247.40	25,530.49
2200 · Accrued Expenses	46,074.21	33,083.92
2210 · Security Deposit-Entrance House		
2212 · Security Dep - Apt 2 Right	1,350.00	1,350.00
Total 2210 · Security Deposit-Entrance Hous(	1,350.00	1,350.00
2250 · Deferred Revenue		
2251 · Tournament Deposits	600.00	1,100.00
2250 · Deferred Revenue - Other	11,553.37	11,553.37
Total 2250 · Deferred Revenue	12,153.37	12,653.37
2400 · Cart Sales Tax Due	2,687.00	6,321.00
2500 · Monies due City of Norwalk		
2501 · Bond Due to City of Norwalk	5,211.50	4,537.69
2503 · 150k Capital Debt	182.19	170.89
2504 · 150k Operating Debt	580.53	512.65
Total 2500 · Monies due City of Norwalk	5,974.22	5,221.23
Total Other Current Liabilities	134,242.13	124,525.70
Total Current Liabilities	172,000.01	197,125.93
Long Term Liabilities		
2701 · Consolidated City Debt	2,034,195.80	2,111,209.55
2730 · Capital Debt (150k)	93,361.74	107,922.89
2731 · Operating Expense Debt (150k)	93,364.28	107,925.43
2763 · Wells Fargo Toro Utility	23,300.83	49,890.72
2764 · NBT Truck Loan	20,394.16	25,491.08
2765 · Deere Credit Inc. Hybrid Mower	25,062.13	31,027.34
2766 · Wells Fargo Eq Bandit Chipper	14,993.59	0.00
2767 · Deere Credit, Inc. Sweeper Vac	19,578.60	0.00
2768 · Deere Credit Inc. Greens Roller	14,290.09	0.00
2769 · Deere Credit, Inc. Sprayer	2,639.81	0.00
2770 · Deere Credit, Inc. Gator	25,656.24	0.00
Total Long Term Liabilities	2,366,837.27	2,433,467.01
Total Liabilities	2,538,837.28	2,630,592.94

OAK HILLS PARK AUTHORITY
Balance Sheet 2016
As of September 30, 2016

	Sep 30, 16	Sep 30, 15
Equity		
3000 · Fund Balance		
3010 · Fund Balance - Beginning	-42,873.28	-42,873.28
Total 3000 · Fund Balance	-42,873.28	-42,873.28
3500 · Reserves		
3550 · Reserve for Contingencies	405,368.10	405,368.10
Total 3500 · Reserves	405,368.10	405,368.10
3900 · Retained Earnings	-627,735.01	-591,876.15
Net Income	144,519.12	192,835.25
Total Equity	-120,721.07	-36,546.08
TOTAL LIABILITIES & EQUITY	2,418,116.21	2,594,046.86

OAK HILLS PARK AUTHORITY
P&L - Current Month Vs. Prior Year Month
September 2016

	Sep 16	Sep 15	$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · REVENUES				
4001 · Golf Revenue				
4010 · Golf Fees	120,729.76	109,776.00	10,953.76	9.98%
4020 · I.D. Cards	525.00	745.00	-220.00	-29.53%
4030 · Tournament Fees	13,140.00	17,266.00	-4,126.00	-23.9%
4050 · Cart Revenue	42,339.00	42,430.00	-91.00	-0.21%
4060 · Golf Revenue - Gift Certif.	150.00	819.00	-669.00	-81.69%
4070 · Gift & Rain Checks Redeemed	-2,492.00	-1,708.00	-784.00	-45.9%
Total 4001 · Golf Revenue	174,391.76	169,328.00	5,063.76	2.99%
4100 · Tennis Revenue	9,000.00	8,000.00	1,000.00	12.5%
4200 · Rental Income	1,350.00	1,350.00	0.00	0.0%
4300 · Investment Income	38.28	191.93	-153.65	-80.06%
4400 · Misc. Income	0.00	0.00	0.00	0.0%
4600 · Restaurant Income	6,000.00	6,000.00	0.00	0.0%
Total 4000 · REVENUES	190,780.04	184,869.93	5,910.11	3.2%
Total Income	190,780.04	184,869.93	5,910.11	3.2%
Gross Profit	190,780.04	184,869.93	5,910.11	3.2%
Expense				
5000 · PERSONNEL EXPENSE				
5010 · Management Salary	12,459.83	12,585.95	-126.12	-1.0%
5030 · Operations	16,764.95	15,931.30	833.65	5.23%
5040 · Operations O/T	170.68	0.00	170.68	100.0%
5050 · Course Personnel	24,900.29	23,235.78	1,664.51	7.16%
5060 · Course Personnel O/T	161.22	117.31	43.91	37.43%
5070 · Seasonal Personnel	14,319.39	12,611.60	1,707.79	13.54%
5080 · Seasonal Personnel O/T	9.80	118.80	-109.00	-91.75%
Total 5000 · PERSONNEL EXPENSE	68,786.16	64,600.74	4,185.42	6.48%
5200 · EMPLOYEE BENEFITS				
5210 · Payroll Taxes	5,343.66	5,036.39	307.27	6.1%
5230 · State Unemployment	1,689.80	1,744.36	-54.56	-3.13%
5250 · Health Insurance	5,223.10	3,744.61	1,478.49	39.48%
5260 · Workmans Compensation	923.92	1,278.83	-354.91	-27.75%
5270 · Retirement Plans	384.73	407.11	-22.38	-5.5%
Total 5200 · EMPLOYEE BENEFITS	13,565.21	12,211.30	1,353.91	11.09%
5400 · ADMINISTRATIVE EXPENSES				
5420 · Telephone	500.95	79.95	421.00	526.58%

OAK HILLS PARK AUTHORITY
P&L - Current Month Vs. Prior Year Month
September 2016

	Sep 16	Sep 15	$ Change	% Change
5430 · Professional Fees	2,375.00	2,375.00	0.00	0.0%
5436 · Advertising	535.51	3,000.00	-2,464.49	-82.15%
5440 · Office Expense	1,416.67	3,338.69	-1,922.02	-57.57%
5441 · Bank Charges	27.20	43.40	-16.20	-37.33%
5442 · Credit Card Fees	4,038.48	3,990.46	48.02	1.2%
5461 · Authority Secretarial Services	140.00	250.00	-110.00	-44.0%
5469 · Other Outside Services	198.83	330.00	-131.17	-39.75%
5470 · Other Administrative	399.35	231.38	167.97	72.6%
5480 · Utilities	3,909.38	4,665.91	-756.53	-16.21%
5490 · Water	203.08	0.00	203.08	100.0%
5500 · Liability Insurance	3,832.00	4,318.83	-486.83	-11.27%
5520 · Interest Expense	591.54	526.79	64.75	12.29%
Total 5400 · ADMINISTRATIVE EXPENSES	18,167.99	23,150.41	-4,982.42	-21.52%
5700 · PARK MAINTENANCE				
5710 · Water	17,230.93	20,201.78	-2,970.85	-14.71%
5720 · Heating Fuel	0.00	354.22	-354.22	-100.0%
5730 · Grounds Maintenance	928.96	2,077.56	-1,148.60	-55.29%
5750 · Agriculture and Chemicals				
5751 · Agriculture&Chemicals-Purchase	1,121.17	555.00	566.17	102.01%
5752 · Agriculture/Chemicals Utilized	507.02	1,496.12	-989.10	-66.11%
Total 5750 · Agriculture and Chemicals	1,628.19	2,051.12	-422.93	-20.62%
5760 · Irrigation Maintenance	899.81	198.00	701.81	354.45%
5770 · Consumable Tools	0.00	81.27	-81.27	-100.0%
5780 · Tee and Green Supplies	0.00	68.00	-68.00	-100.0%
5795 · Janitorial Supplies	339.15	11.40	327.75	2,875.0%
5800 · Equipment Maintenance	3,265.06	3,652.81	-387.75	-10.62%
5820 · Building Maintenance	-572.00	1,438.36	-2,010.36	-139.77%
5860 · Gasoline/Diesel Fuel	1,904.18	3,194.09	-1,289.91	-40.38%
Total 5700 · PARK MAINTENANCE	25,624.28	33,328.61	-7,704.33	-23.12%
6000 · CART EXPENSE				
6010 · Cart Lease Expense	7,997.00	7,997.00	0.00	0.0%
6020 · Electricity	1,854.04	1,382.67	471.37	34.09%
6030 · Maintenance	4,368.33	218.89	4,149.44	1,895.67%
6050 · Cart Insurance	400.00	400.00	0.00	0.0%
Total 6000 · CART EXPENSE	14,619.37	9,998.56	4,620.81	46.22%
Total Expense	140,763.01	143,289.62	-2,526.61	-1.76%
Net Ordinary Income	50,017.03	41,580.31	8,436.72	20.29%
Other Income/Expense				

OAK HILLS PARK AUTHORITY
P&L - Current Month Vs. Prior Year Month
September 2016

	Sep 16	Sep 15	$ Change	% Change
Other Expense				
8000 · Depreciation/Amortization	17,957.30	17,957.30	0.00	0.0%
8001 · Capital projects	0.00	15,957.86	-15,957.86	-100.0%
8002 · Bond to City	4,762.29	4,537.67	224.62	4.95%
8004 · Capital Debt to City	174.65	208.61	-33.96	-16.28%
8005 · Operating Debt to City	193.51	125.63	67.88	54.03%
8500 · Modification of City Debt	0.00	-43,481.65	43,481.65	100.0%
Total Other Expense	23,087.75	-4,694.58	27,782.33	591.8%
Net Other Income	-23,087.75	4,694.58	-27,782.33	-591.8%
Net Income	26,929.28	46,274.89	-19,345.61	-41.81%

11:43 AM
10/28/16
Accrual Basis

OAK HILLS PARK AUTHORITY
P&L - Current YTD Vs. Prior YTD
July through September 2016

	Jul - Sep 16	Jul - Sep 15	$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · REVENUES				
4001 · Golf Revenue				
4010 · Golf Fees	437,329.99	420,475.00	16,854.99	4.01%
4020 · I.D. Cards	8,605.00	7,265.00	1,340.00	18.45%
4030 · Tournament Fees	40,849.00	51,331.00	-10,482.00	-20.42%
4050 · Cart Revenue	155,360.00	158,400.00	-3,040.00	-1.92%
4060 · Golf Revenue - Gift Certif.	2,605.00	3,077.00	-472.00	-15.34%
4070 · Gift & Rain Checks Redeemed	-11,287.00	-10,110.00	-1,177.00	-11.64%
Total 4001 · Golf Revenue	633,461.99	630,438.00	3,023.99	0.48%
4100 · Tennis Revenue	27,000.00	24,000.00	3,000.00	12.5%
4200 · Rental Income	4,050.00	3,658.00	392.00	10.72%
4300 · Investment Income	150.26	270.75	-120.49	-44.5%
4400 · Misc. Income	2,800.00	1,250.00	1,550.00	124.0%
4600 · Restaurant Income	18,000.00	18,000.00	0.00	0.0%
Total 4000 · REVENUES	685,462.25	677,616.75	7,845.50	1.16%
Total Income	685,462.25	677,616.75	7,845.50	1.16%
Gross Profit	685,462.25	677,616.75	7,845.50	1.16%
Expense				
5000 · PERSONNEL EXPENSE				
5010 · Management Salary	37,549.38	35,079.75	2,469.63	7.04%
5030 · Operations	64,052.34	50,951.45	13,100.89	25.71%
5040 · Operations O/T	1,735.64	253.99	1,481.65	583.35%
5050 · Course Personnel	76,159.45	72,157.45	4,002.00	5.55%
5060 · Course Personnel O/T	558.43	413.45	144.98	35.07%
5070 · Seasonal Personnel	42,478.30	32,372.30	10,106.00	31.22%
5080 · Seasonal Personnel O/T	527.79	322.03	205.76	63.9%
Total 5000 · PERSONNEL EXPENSE	223,061.33	191,550.42	31,510.91	16.45%
5200 · EMPLOYEE BENEFITS				
5210 · Payroll Taxes	17,843.62	14,953.33	2,890.29	19.33%
5230 · State Unemployment	6,689.07	5,699.49	989.58	17.36%
5250 · Health Insurance	12,594.62	11,118.03	1,476.59	13.28%
5260 · Workmans Compensation	2,771.76	3,836.49	-1,064.73	-27.75%
5270 · Retirement Plans	1,266.24	1,157.27	108.97	9.42%
Total 5200 · EMPLOYEE BENEFITS	41,165.31	36,764.61	4,400.70	11.97%
5400 · ADMINISTRATIVE EXPENSES				
5420 · Telephone	1,489.63	1,015.00	474.63	46.76%

OAK HILLS PARK AUTHORITY
P&L - Current YTD Vs. Prior YTD
July through September 2016

	Jul - Sep 16	Jul - Sep 15	$ Change	% Change
5430 · Professional Fees	7,125.00	7,125.00	0.00	0.0%
5436 · Advertising	3,785.51	3,025.00	760.51	25.14%
5440 · Office Expense	4,242.12	6,452.50	-2,210.38	-34.26%
5441 · Bank Charges	107.50	239.06	-131.56	-55.03%
5442 · Credit Card Fees	8,290.43	12,326.77	-4,036.34	-32.75%
5445 · Postage	0.00	29.00	-29.00	-100.0%
5450 · Training and Dues	375.00	0.00	375.00	100.0%
5461 · Authority Secretarial Services	520.00	760.00	-240.00	-31.58%
5469 · Other Outside Services	757.85	1,031.90	-274.05	-26.56%
5470 · Other Administrative	747.32	1,361.61	-614.29	-45.12%
5480 · Utilities	11,188.94	9,911.77	1,277.17	12.89%
5490 · Water	479.78	275.06	204.72	74.43%
5500 · Liability Insurance	10,054.00	12,956.49	-2,902.49	-22.4%
5520 · Interest Expense	1,708.63	2,019.40	-310.77	-15.39%
Total 5400 · ADMINISTRATIVE EXPENSES	50,871.71	58,528.56	-7,656.85	-13.08%
5700 · PARK MAINTENANCE				
5710 · Water	48,861.44	52,170.82	-3,309.38	-6.34%
5720 · Heating Fuel	539.27	523.67	15.60	2.98%
5730 · Grounds Maintenance	2,001.23	7,325.47	-5,324.24	-72.68%
5750 · Agriculture and Chemicals				
5751 · Agriculture&Chemicals-Purchase	1,236.87	5,738.46	-4,501.79	-78.45%
5752 · Agriculture/Chemicals Utilized	40,987.07	25,891.98	15,095.09	58.3%
Total 5750 · Agriculture and Chemicals	42,223.74	31,630.44	10,593.30	33.49%
5760 · Irrigation Maintenance	5,058.55	2,097.94	2,960.61	141.12%
5770 · Consumable Tools	-359.80	164.51	-524.31	-318.71%
5780 · Tee and Green Supplies	124.94	423.80	-298.86	-70.52%
5790 · Other Supplies	0.00	318.60	-318.60	-100.0%
5795 · Janitorial Supplies	781.24	787.49	-6.25	-0.79%
5800 · Equipment Maintenance	7,734.29	7,526.35	207.94	2.76%
5810 · Equipment Rental	0.00	33.92	-33.92	-100.0%
5820 · Building Maintenance	5,918.70	5,192.22	726.48	13.99%
5840 · Small Equipment	598.00	0.00	598.00	100.0%
5860 · Gasoline/Diesel Fuel	3,667.83	5,722.92	-2,055.09	-35.91%
Total 5700 · PARK MAINTENANCE	117,149.43	113,918.15	3,231.28	2.84%
6000 · CART EXPENSE				
6010 · Cart Lease Expense	27,530.54	27,630.88	-100.34	-0.36%
6020 · Electricity	4,403.93	3,602.71	801.22	22.24%
6030 · Maintenance	6,297.63	3,177.71	3,119.92	98.18%
6050 · Cart Insurance	1,200.00	1,200.00	0.00	0.0%
Total 6000 · CART EXPENSE	39,432.10	35,611.30	3,820.80	10.73%

OAK HILLS PARK AUTHORITY
P&L - Current YTD Vs. Prior YTD
July through September 2016

	Jul - Sep 16	Jul - Sep 15	$ Change	% Change
Total Expense	471,679.88	436,373.04	35,306.84	8.09%
Net Ordinary Income	213,782.37	241,243.71	-27,461.34	-11.38%
Other Income/Expense				
Other Expense				
8000 · Depreciation/Amortization	53,871.90	53,871.90	0.00	0.0%
8001 · Capital projects	0.00	15,957.86	-15,957.86	-100.0%
8002 · Bond to City	14,286.87	20,989.79	-6,702.92	-31.93%
8004 · Capital Debt to City	523.95	557.91	-33.96	-6.09%
8005 · Operating Debt to City	580.53	512.65	67.88	13.24%
8500 · Modification of City Debt	0.00	-43,481.65	43,481.65	100.0%
Total Other Expense	69,263.25	48,408.46	20,854.79	43.08%
Net Other Income	-69,263.25	-48,408.46	-20,854.79	-43.08%
Net Income	144,519.12	192,835.25	-48,316.13	-25.06%

Oak Hills Park Authority
2017 Actual vs. Budget

	Sep Act	Sep Bud	Var	YTD Act	YTD Bud	Var $	Var %
REVENUE							
4000 · REVENUES							
4001 · Golf Revenue							
4010 · Golf Fees	$120,730	$121,010	-0.2%	$437,330	$428,817	$8,513	2.0%
4020 · I.D. Cards	$525	$765	-31.3%	$8,605	$8,845	-$240	-2.7%
4030 · Tournament Fees	$13,140	$18,375	-28.5%	$40,849	$48,029	-$7,180	-14.9%
4050 · Cart Revenue	$42,339	$44,108	-4.0%	$155,360	$160,171	-$4,811	-3.0%
4060 · Golf Revenue - Gift Certif.	$150	$477	-68.6%	$2,605	$2,932	-$327	-11.2%
4001 · Golf Revenue - Other	-$2,492	-$1,151	116.5%	-$11,287	-$9,946	-$1,341	13.5%
Total 4001 · Golf Revenue	**$174,392**	**$183,584**	**-5.0%**	**$633,462**	**$638,848**	**-$5,386**	**-0.8%**
4100 · Tennis Revenue	$9,000	$9,000	0.0%	$27,000	$27,000	$0	0.0%
4200 · Rental Income	$1,350	$1,350	0.0%	$4,050	$4,050	$0	0.0%
4300 · Investment Income	$38	$191	-79.9%	$150	$289	-$138	-47.9%
4400 · Misc. Income	$0	$0	#DIV/0!	$2,800	$2,800	$0	0.0%
4600 · Restaurant Income	$6,000	$6,000	0.0%	$18,000	$18,000	$0	0.0%
Total Other Revenue	**$16,388**	**$16,541**	**-0.9%**	**$52,000**	**$52,139**	**-$138**	**-0.3%**
TOTAL REVENUE	**$190,780**	**$200,125**	**-4.7%**	**$685,462**	**$690,986**	**-$5,524**	**-0.8%**
EXPENSE							
5000 · PERSONNEL EXPENSE							
5010 · Management Salary	$12,460	$11,888	-4.8%	$37,549	$35,817	-$1,733	-4.8%
5030 · Operations	$16,765	$14,229	-17.8%	$64,052	$52,238	-$11,814	-22.6%
5040 · Operations O/T	$171	$0	#DIV/0!	$1,736	$970	-$766	-79.0%
5050 · Course Personnel	$24,900	$26,040	4.4%	$76,159	$76,058	-$101	-0.1%
5060 · Course Personnel O/T	$161	$155	-4.0%	$558	$704	$145	20.7%
5070 · Seasonal Personnel	$14,319	$13,024	-9.9%	$42,478	$38,350	-$4,128	-10.8%
5080 · Seasonal Personnel O/T	$10	$127	92.3%	$528	$538	$10	1.8%
Total 5000 · PERSONNEL EXPENSE	**$68,786**	**$65,463**	-5.1%	**$223,061**	**$204,674**	**-$18,387**	-9.0%
5200 · EMPLOYEE BENEFITS							
5210 · Payroll Taxes	$5,344	$4,527	-18.1%	$17,844	$14,958	-$2,885	-19.3%
5230 · State Unemployment	$1,690	$1,540	-9.7%	$6,689	$5,869	-$820	-14.0%
5250 · Health Insurance	$5,223	$5,533	5.6%	$12,595	$14,522	$1,927	13.3%
5260 · Workmans Compensation	$924	$1,000	7.6%	$2,772	$2,924	$152	5.2%
5270 · Retirement Plans	$385	$367	-4.9%	$1,266	$1,096	-$170	-15.5%
Total 5200 · EMPLOYEE BENEFITS	**$13,565**	**$12,967**	-4.6%	**$41,165**	**$39,369**	**-$1,796**	-4.6%
5400 · ADMINISTRATIVE EXPENSES							
5420 · Telephone	$501	$446	-12.3%	$1,490	$1,411	-$79	-5.6%
5430 · Professional Fees	$2,375	$2,583	8.1%	$7,125	$7,542	$417	5.5%
5440 · Office Expense	$1,417	$2,490	43.1%	$4,242	$7,915	$3,673	46.4%
5441 · Bank Charges	$27	$84	67.7%	$108	$339	$231	68.3%
5442 · Credit Card Fees	$4,038	$4,157	2.8%	$8,290	$12,886	$4,596	35.7%
5445 · Postage	$0	$0	#DIV/0!	$0	$0	$0	#DIV/0!
5450 · Training and Dues	$0	$0	#DIV/0!	$375	$0	-$375	#DIV/0!
5460 · Outside Services	$0	$0	#DIV/0!	$0	$0	$0	#DIV/0!
5461 · Authority Secretarial Services	$140	$255	45.1%	$520	$651	$131	20.1%
5469 · Other Outside Services	$199	$349	43.0%	$758	$1,000	$242	24.2%
5470 · Other Admin/Mktng	$935	$1,867	49.9%	$4,533	$8,694	$4,161	47.9%
5480 · Utilities	$3,909	$3,059	-27.8%	$11,189	$11,935	$746	6.3%
5490 · Water	$203	$0	#DIV/0!	$480	$638	$158	24.8%
Total 5400 · ADMINISTRATIVE EXPENSES	**$13,744**	**$15,290**	10.1%	**$39,109**	**$53,009**	**$13,900**	26.2%
5500 · DEBT SERVICE AND INSURANCE							

Oak Hills Park Authority
2017 Actual vs. Budget

	Sep Act	Sep Bud	Var	YTD Act	YTD Bud	Var $	Var %
5500 · Liability Insurance	$3,832	$3,832	0.0%	$10,054	$10,054	$0	0.0%
5520 · Interest	$592	$542	-9.2%	$1,709	$1,622	-$86	-5.3%
5526 · Commercial debt service		$0	#DIV/0!		$0	$0	#DIV/0!
Total 5500 · DEBT SERVICE AND INSURANCE	**$4,424**	**$4,374**	-1.1%	**$11,763**	**$11,677**	**-$86**	-0.7%
5700 · PARK MAINTENANCE							
5710 · Water	$17,231	$17,027	-1.2%	$48,861	$51,392	$2,530	4.9%
5720 · Heating Fuel	$0	$779	100.0%	$539	$2,658	$2,119	79.7%
5730 · Grounds Maintenance	$929	$2,237	58.5%	$2,001	$5,113	$3,112	60.9%
5740 · Tree Maintenance		$0	#DIV/0!		$0	$0	#DIV/0!
5751 · Agriculture&Chemicals-Purch	$1,121	$499	-124.9%	$1,237	$4,202	$2,965	70.6%
5752 · Agriculture/Chemicals Utilized	$507	$6,487	92.2%	$40,987	$40,538	-$449	-1.1%
5760 · Irrigation Maintenance	$900	$185	-385.8%	$5,059	$1,398	-$3,661	-261.9%
5770 · Consumable Tools	$0	$118	100.0%	-$360	$153	$513	335.5%
5780 · Tee and Green Supplies	$0	$41	100.0%	$125	$266	$141	53.0%
5795 · Janitorial Supplies	$339	$14	-2364.1%	$781	$784	$2	0.3%
Total 5700 · PARK MAINTENANCE	**$21,027**	**$27,386**	23.2%	**$99,231**	**$106,503**	**$7,273**	6.8%
5800 · PARK EQUIPMENT							
5800 · Equipment Maintenance	$3,265	$3,457	5.5%	$7,734	$9,592	$1,858	19.4%
5810 · Equipment Rental	$0	$0	#DIV/0!	$0	$0	$0	#DIV/0!
5820 · Building Maintenance	-$572	$4,278	113.4%	$5,919	$6,874	$955	13.9%
5840 · Small Equipment	$0	$0	#DIV/0!	$598	$0	-$598	#DIV/0!
5860 · Gasoline/Diesel Fuel	$1,904	$4,738	59.8%	$3,668	$6,501	$2,834	43.6%
5880 · Employee work clothes	$0	$0	#DIV/0!	$0	$0	$0	#DIV/0!
Total 5800 · PARK EQUIPMENT	**$4,597**	**$12,473**	63.1%	**$17,919**	**$22,967**	**$5,049**	22.0%
6000 · CART EXPENSE							
6010 · Cart Lease Expense	$7,997	$7,997	0.0%	$27,531	$27,631	$100	0.4%
6020 · Electricity	$1,854	$1,181	-57.0%	$4,404	$4,338	-$66	-1.5%
6030 · Maintenance	$4,368	$231	-1794.1%	$6,298	$4,510	-$1,787	-39.6%
6050 · Cart Insurance	$400	$400	0.0%	$1,200	$1,200	$0	0.0%
6060 · Misc. Cart Expense	$0	$0	#DIV/0!	$0	$0	$0	#DIV/0!
Total 6000 · CART EXPENSE	**$14,619**	**$9,809**	-49.0%	**$39,432**	**$37,679**	**-$1,753**	-4.7%
7001 · Uncategorized Expenses							
TOTAL OPERATIONAL EXPENSE	**$140,763**	**$147,761**	4.7%	**$471,680**	**$475,879**	**$4,199**	0.9%
TOTAL OPERATIONAL NET INCOME	**$50,017**	**$52,364**	-4.5%	**$213,782**	**$215,107**	**-$1,325**	-0.6%
Depreciation/Amortization							
Restructured Debt	$4,762	$10,917	56.4%	$14,287	$32,750	$18,463	56.4%
Capital Funding $150k	$175	$1,384	87.4%	$524	$4,153	$3,629	87.4%
$150K Operating Debt	$194	$1,384	86.0%	$581	$4,153	$3,572	86.0%
Total Other Expense	**$5,130**	**$13,685**	62.5%	**$15,391**	**$41,056**	**$25,665**	62.5%
NET INCOME BEFORE CAPITAL EXPENSES	**$44,887**	**$38,679**	16.0%	**$198,391**	**$174,051**	**$24,340**	-14.0%
8000 · OTHER EXPENSE							
8000 · Depreciation/Amortization							
8000 · Depreciation/Amortization Non Cash							
8001 · Capital projects	$0	$4,167	100.0%	$0	$12,500	$12,500	100.0%
Contingency							
Total 8000 · OTHER EXPENSE	$0	$4,167	100.0%	$0	$12,500	$12,500	100.0%
NET INCOME	**$44,887**	**$34,512**	30.1%	**$198,391**	**$161,551**	**$36,840**	-22.8%

Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

Evonne M. Klein
Commissioner

June 3, 2016

Mr. Tim Sheehan
Executive Director
Norwalk Redevelopment Agency
25 East Avenue
Norwalk, CT 06851

Re: Washington Village- Elevating Raymond and Day Streets
CDBG-DR Request for Additional Funds

Dear Mr. Sheehan:

The Department of Housing (DOH) has reviewed your request for additional financial assistance in the amount of $1,000,000 for the raising of Raymond and Day Streets which were compromised by Superstorm Sandy on October 29, 2012. You requested that DOH provide this financial assistance with the funds allocated by the State of Connecticut from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program which is administered by DOH.

Raising Raymond and Days Streets will allow safe access for emergency vehicles and an evacuation route for residents during flood events, and provide greater resiliency and reduce the impact of future flooding in the project area.

This letter serves to outline certain basic provisions and conditions if funding were to be approved. **This letter is not a contract.** The State shall not be bound until an Assistance Agreement has been fully executed in accordance with all applicable Federal, State and Local Laws.

Conditions of CDBG-DR assistance includes:

1. Compliance with the National Environmental Policy Act (NEPA) including completion of the Statutory Checklist, Environmental Assessment Checklist and the Environmental Review Record.
2. HUD's written approval of the Release of Funds upon completion of NEPA requirements. Be advised, DOH is prohibited from incurring any hard costs, or entering into contracts prior to HUD's written approval of DOH's Request for Release of Funds (24 CFR Part 58, Section 58.22(a).
3. Execution of the Assistance Agreement and supporting documents required for grant award.
4. **The increased Grant in the amount of $4,000,000 from Tranche 2 may be secured upon HUD's approval for the Release of Funds; Passage of a Town/City Resolution to Accept Funds; and an Executed Assistance Agreement and supporting documents.**

Thank you for your application to the CBBG-DR Program. If you have any questions about this letter, please contact John Rosenthal, Economic and Community Development Agent, at 860-270-8173.

Sincerely,

Evonne M. Klein
Commissioner

Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

Evonne M. Klein
Commissioner

December 19, 2014

Mr. Tim Sheehan
Executive Director
Norwalk Redevelopment Agency
125 East Avenue
Norwalk, CT 06851

Re: Norwalk- Raising of Raymond and Day Streets
CDBG-DR Infrastructure Repair

Dear Mr. Sheehan:

The Department of Housing (DOH) has reviewed your application for financial assistance in the amount of $3,000,000 for the raising of Raymond and Day Streets. You requested that DOH provide this financial assistance with the funds allocated by the State of Connecticut from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program which is administered by DOH.

The project proposes reconstruction of portions of Raymond and Day Streets above the 100 year flood elevation to allow safe access for emergency vehicles and an evacuation route for residents during flood events and provide greater resiliency to future flooding in the project area.

This letter serves to outline certain basic provisions and conditions if funding were to be approved. **This letter is not a contract.** The State shall not be bound until an Assistance Agreement has been fully executed in accordance with all applicable Federal, State and Local Laws.

Conditions of CDBG-DR assistance includes:

1. Compliance with the National Environmental Policy Act (NEPA) including completion of the Statutory Checklist, Environmental Assessment Checklist and the Environmental Review Record.
2. HUD's written approval of the Release of Funds upon completion of NEPA requirements. Be advised, DOH is prohibited from incurring any hard costs, or entering into contracts prior to HUD's written approval of DOH's Request for Release of Funds (24 CFR Part 58, Section 58.22(a).
3. Execution of the Assistance Agreement and supporting documents required for grant award.
4. **A Grant in the amount of $3,000,000 from Tranche 2 may be secured upon satisfaction of the above conditions.**

Thank you for your application to the CBBG-DR Program. If you have any questions about this letter, please contact John Rosenthal, Economic and Community Development Agent, at 860-270-8173.

Sincerely,

Evonne M. Klein
Commissioner

INFRASTRUCTURE ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

[NAME OF CITY/TOWN]

UNDER THE

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY PROGRAM

THIS INFRASTRUCTURE ASSISTANCE AGREEMENT (the "**Agreement**") is entered into by and between the **STATE OF CONNECTICUT**, hereinafter referred to as the "**State**", acting herein by Evonne M. Klein, its Commissioner of Housing ("**Commissioner**"), pursuant to section 8-206 of the Connecticut General Statutes ("**CGS**"), Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301, et seq., as amended, 24 CFR Part 570 of the regulations of the United States Department of Housing and Urban Development (collectively, the "**Act**"), and **[CITY/TOWN OF ______________**] hereinafter referred to as the "**Municipality**" acting herein by its Mayor, duly authorized.

WITNESSETH THAT:

WHEREAS, the State has applied for and received from the Secretary (the "**Secretary**") of the United States Department of Housing and Urban Development ("**HUD**") Community Development Block Grant-Disaster Recovery ("**CDBG-DR**") funds pursuant to The Disaster Relief Appropriations Act, 2013 (Pub. L.113-2) as amended, and administered by the State acting by and through its Department of Housing ("**DOH**"); and

WHEREAS, the Municipality has submitted to the State an Infrastructure Application dated [Date of Application] ("**Application**") for a grant to implement and carry out an eligible activity under the CDBG-DR program commonly referred to as the [Name of Project and brief description], which is located on certain real property known as [describe the location of the Project] located in [name of County] County (the "**Project**"). [ADD DESCRIPTION OF DISASTER RECOVERY: i.e. The Project is located within an area that was impacted by Superstorm Sandy/Hurricane Irene….];and

WHEREAS, the Municipality will carry out the Project in accordance with the requirements of the CDBG-DR Program, [ADD IF SUPERSTORM SANDY: including, but not limited to, the Federal Register Notice dated March 5, 2013 Noticing CDBG-DR for Hurricane Sandy related damages], and 24 CFR Part 570, which are incorporated by reference and made a part hereof; and

WHEREAS, in reliance upon the information submitted by the Municipality in the Application, which is incorporated herein by reference and made a part hereof, the State is willing to make a grant to the Municipality utilizing CDBG-DR funds through periodic disbursements for the intended uses and purposes of the Project, subject to compliance with and satisfaction of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the State agree as follows:

ARTICLE 1

THE GRANT

1.1 The estimated total development cost of the Project is [__________________________] and [__]/100 Dollars ($[____________]). The State has approved the Project Financing Plan and Budget attached hereto as **Exhibit A** (the "**Budget**"), as the same may be amended from time to time with the prior written consent of the State, which consent may be withheld in the Commissioner's sole but reasonable discretion. On the basis of and in reliance on the representations, warranties and covenants of Municipality in this Agreement and the other documents incident hereto, and subject to compliance with and full satisfaction of each of the terms and conditions of this Agreement, the State agrees to make a grant to the Municipality in the maximum principal amount not to exceed [__________________________] and [__]/100 Dollars ($[____________]) (the "**Grant**").

1.2 From time to time the State will disburse to the Municipality such portions of the Grant in accordance with the Budget and the Project Schedule attached hereto as **Exhibit B** (the "**Project Schedule**"), as work progresses or as otherwise determined by the Commissioner in her sole and absolute discretion (each a "**Disbursement**"). In addition to all other requirements set forth in this Agreement, the obligation of the State to make Disbursements is subject to the following conditions:

The Municipality shall submit to State a Request for Payment/Expense Verification form, certifying that, as of the date of each request for Disbursement:

(i) the representations and warranties of the Municipality contained in or incorporated by reference in this Agreement continue to be true, complete and accurate;

(ii) the Municipality has carried out all of its obligations and is in compliance with all of the covenants contained in this Agreement to the extent that such obligations or covenants are required to have been carried out are applicable at the time of the request for Disbursement;

(iii) the Municipality has not committed or suffered an act, event, occurrence, or circumstance that constitutes an Event of Default or that with the passage of time or giving of notice or both would constitute an Event of Default hereunder;

(iv) the Disbursements previously made, if any, have been used solely to pay or reimburse actual costs for which the proceeds from the CDBG-DR funds are budgeted pursuant to the Budget (collectively, "**Eligible Costs**") paid by the Municipality in accordance with this Agreement. The Municipality's certification shall include: a schedule showing expenditures made by the Municipality in connection with the Project, itemized as may be reasonably requested by State; and a statement of the balance of the Disbursements, if any, held by the Municipality and that such balance of the Disbursements, if any, held by the Municipality shall be expended within three (3) days of its receipt of the same from the State;

(v) the Disbursement requested will be used solely to pay or reimburse Eligible Costs actually incurred or paid by the Municipality in accordance with this Agreement. The Municipality's certification shall include: a schedule showing expenditures to be made by the Municipality in connection with the Project, itemized as may be reasonably requested by State; and a statement that the itemized obligations have been properly incurred, are properly chargeable against the Grant, and have not been the basis of any previous Disbursement; and

(vi) such other information as reasonably requested by the State or required pursuant to the Act.

1.3 Funds made available by the State to the Municipality pursuant to section 1.2 are received from the United States Department of the Treasury and, as such, the State has no control over their timely receipt. The State agrees to take all actions required to secure these funds; however, delays resulting from action or inaction by United States Government in making these funds available to the State are beyond the State's control and no liability shall attach for any such delays.

1.4 The Municipality will comply with all pertinent provisions of local, State, and Federal law in administering and executing the Project. Further, the Municipality will carry out the Project with all practicable dispatch in a sound, economical, and efficient manner in accordance with the Budget, the Application, and with this Agreement.

ARTICLE 2

FISCAL MANAGEMENT AND AUDIT

2.1 The Municipality will not draw or permit to be drawn, or encumber or permit to be encumbered in any way, any CDBG-DR funds in any account except for the purpose of paying a Project cost item which appears in the Budget. The Budget most recently approved by the Commissioner or her designee shall constitute the "Budget" for the Project. Approval by the Commissioner or her designee of any revised Budget shall not constitute or imply a revision of the amount of the Grant.

2.2 No check, draft, or order shall be drawn by the Municipality upon the Grant (or any Disbursements thereof) unless a signed voucher setting forth in detail the purpose for which such check, draft, or order is to be drawn has been filed with the fiscal officer of the Municipality who is responsible for the issuance of such check, draft, or order.

2.3 In the management of funds received under this Agreement, the Municipality shall comply with the Federal requirements as contained in OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments," 24 CFR Part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations". In assuring compliance with OMB Circulars Nos. A-87 and A-133, and 24 CFR Part 85, it is understood that the Commissioner shall have all of the rights granted to the Federal Government by those Circulars and 24 CFR Part 85.

2.4 The Municipality shall provide for an annual audit acceptable to the State, in accordance with the provisions of OMB Circular A-133 pursuant to the Single Audit Act of 1984, P.L. 98-502, and CGS § 7-396a. Disbursements may be used to pay for the portion of the audit that applies to use of CDBG-DR funds. Three (3) copies of the audit must be submitted to the Commissioner no later than the earlier of (i) thirty (30) days after completion of the audit, or (ii) nine (9) months after the end of the Municipality's then current fiscal year. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which any Disbursement was made. The contractor will comply with federal and state Single Audit standards as applicable.

ARTICLE 3

PROGRAM INCOME

3.1 Except as otherwise permitted pursuant to the Act, the Project shall not result in the generation of any gross income received by the Municipality or any subrecipient of the Municipality which is directly generated from the use of the Grant (excluding any income earned on Disbursements from the U.S. Treasury ("**Program Income**")). Any Program Income that is generated by the Project or the use of the Grant must be expended by the Municipality for use in connection with the Project prior to any Disbursements or further Disbursements of the Grant.

3.2 Program Income shall include the following:

(a) Proceeds from the sale or lease of property purchased or improved with CDBG funds;

(b) Proceeds from the sale or lease of equipment purchased with CDBG funds;

(c) Gross income from the use or rental of real or personal property acquired, constructed, or improved by the Municipality (or a subrecipient), less costs incidental to the generation of income;

(d) Payments of principal and interest on loans made using CDBG funds;

(e) Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;

(f) Interest earned on program income pending its disposition (any interest earned on revolving loan funds must be remitted to the U.S. Treasury at least annually); and

(g) Funds collected through special assessments on properties not owned and occupied by low- and moderate-income households in order to recover the CDBG portion of a public improvement.

3.3 The following types of income earned on Disbursements must be remitted to the U.S. Treasury: (a) interest earned from the investment of the initial proceeds of a Disbursement; and (b) interest earned on activities determined to be ineligible; and interest earned on the investment of amounts reimbursed to the CDBG program account prior to the use of the reimbursed funds for eligible purposes.

ARTICLE 4

RECORDS AND INSPECTION

4.1 The Municipality will maintain full, accurate, and current minutes and records of the Project in a form satisfactory to the State.

4.2 The Municipality will furnish:

(a) quarterly project milestones and progress reports which shall enable State to monitor the Project and quarterly financial reports acceptable to the State. The quarterly progress and financial reports shall be provided to the State no later than fourteen (14) days after March 30, June 30, September 30, and December 31 of each calendar year for so long as this Agreement remains in force and effect; and

(b) at such time as the State shall determine, any such other documents, data, and information relating to the Project that the State shall request.

4.3 At such time as the State shall determine, the Municipality will submit to the State progress and status reports relating to the Project in the form prescribed by the Commissioner. In addition to being an Event of Default hereunder, upon the Municipality's failure to submit such reports by the date required, the State shall not be required or obligated to make any Disbursements under this Agreement.

4.4 Audit and Inspection of Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
(b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
(c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
(d) All audits and inspections shall be at the State's expense.
(e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.
(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

As used in this Agreement, the term "Municipality Parties" means a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Gramtee is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

As used in this Agreement, the term "Records" means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

As used in this Agreement, the term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

ARTICLE 5

NONDISCRIMINATION

5.1 For purposes of Article 5 of this Agreement, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Agreement;
iii. "Contractor" and "contractor" include any successors or assigns of the Municipality or contractor;
iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of Article 5 of this Agreement, "**contract**" does not include a contract where each contractor is: (i) a political subdivision of the State, including, but not limited to, a municipality unless the contract is a municipal public works contract or quasi-public agency project contract; (ii) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267; (iii) the federal government; (iv) a foreign government; or (v) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (i), (ii), (iii), or (iv).

5.2 Pursuant to CGS § 4a-60, (1) Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of CGS §§ 4a-60, 46a-68e, and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to CGS §§ 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Article 5 and CGS § 46a-56.

(c) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that it will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(f) The Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(g) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

5.3 (a) Pursuant to the provisions of CGS § 4a-60a, (1) Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and (4) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and CGS § 46a-56.

(b) The Contractor shall include the provisions of subsection (a) of this section 5.3 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

5.4 Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

5.5 Federal Executive Order 11246. Federally assisted construction contracts subject to Federal Executive Order 11246, as amended, shall be subject to the implementing regulations at 41 CFR Chapter 60 (**"E.O. 11246"**). The Municipality shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this contract, the following equal opportunity clause

"During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of [Federal] Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the [United States] Secretary of Labor ("E.O. 11246").

(5) The Contractor will furnish all information and reports required by E.O. 11246, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing, and by the [United States] Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further [United States] Government contracts or federally assisted construction contracts in accordance with procedures authorized in E.O. 11246.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the [United States] Secretary of Labor issued pursuant to section 204 of E.O. 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD [or the Commissioner of the Connecticut Department of Housing] shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD [or the Commissioner of the Connecticut Department of Housing], the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

Except in contracts exempted in accordance with section 204 of E.O. 11246, the Municipality further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Municipality agrees that it will assist and cooperate actively with the Commissioner, HUD, and the United States Secretary of Labor, in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Commissioner, HUD, and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Commissioner or HUD in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 11246 with a Contractor debarred from, or who has not demonstrated eligibility for, United States Government contracts and federally assisted construction contracts pursuant to E.O. 11246 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Commissioner, HUD, or the Secretary of Labor pursuant to Part II, Subpart D of E.O. 11246. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings, the Commissioner or HUD may take the following actions: cancel, terminate, or suspend in whole or in part the Grant; refrain from extending any further assistance to the Municipality under the Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Municipality; and refer the case to the United States Department of Justice for appropriate legal proceedings.

ARTICLE 6

LABOR PROVISIONS

6.1 Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract entered into by the Municipality in connection with the Project shall comply with the governing federal labor standards and regulations as set forth in 29 CFR, Parts 1, 3, 5 and 7, and any applicable provisions of CGS § 31-53. As such, the Municipality will comply with all State and Federal requirements pursuant to:

(a) Prevailing Wage Rates;

(b) Submittal of payrolls and related reports;

(c) Disputes concerning wage rates and classification of labor;

(d) Wage claims and adjustments;

(e) Contract work hours and safety standards act overtime compensation;

(f) Termination; debarment; subcontractors; and

(g) Evidence of completion.

6.2 No contract award under this Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.

6.3 This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended ("**Section 3**"), the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to authorization of funding for this Project. The Municipality shall cause or require to be inserted in full in all Section 3 covered contracts and subcontracts for work financed in whole or in part with assistance provided under this contract, the following Section 3 clause set forth in HUD regulation 24 CFR 135.38:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. section 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each: and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

6.4 The Municipality shall comply with and cause any and all contractors and subcontractors to comply with the wage, safety, and other labor standards for construction under the Davis Bacon Act and Contract Work Hours and Safety Standards Act, as incorporated by reference and made applicable to this Project by 24 CFR 570.603 and 24 CFR 92.354, if said acts are applicable. In addition, the

Municipality shall comply with the Copeland (Anti-Kickback) Act (40 USC 276c) and the Fair Labor Standards Act of 1938, As Amended (29 USC 201, et. seq.).

6.5 The Municipality and any contractor(s) engaged by the Municipality to provide service, materials or labor to the Project shall comply with the provisions of Title 31 Section 31-69a to 31-76k of the Connecticut General Statutes.

ARTICLE 7

LAND PROVISIONS

7.1 The Municipality will take all reasonable steps to assure that real property in the Project will not be acquired by it as a part of the Project at excessive prices, and to prevent any speculation in the holding of any such real property.

7.2 The Municipality will cause to be duly recorded in accordance with applicable local law all instruments which should be recorded in order to fully protect all of its rights, title, and interest in and to any real property in the Project area.

7.3 The Municipality will take all necessary steps to remove or abrogate any and all legally enforceable provisions in any and all agreements, leases, conveyances, or other instruments restricting the sale, lease, or occupancy of any real property which the Municipality acquires as a part of the Project on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness.

7.4 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and CGS § 4a-60 and HUD and State regulations with respect thereto, including the regulations under 24 CFR Part I. In the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Municipality, the State, and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality, in undertaking its obligation in carrying out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

7.5 The Municipality will not sell, mortgage, lease, or otherwise dispose of or encumber any of the real property improved with the Grant that is a part of the Project for a period of not less than five (5) years from the date of this Agreement unless otherwise approved by the State, which approval may be given or withheld in the reasonable discretion of the Commissioner.

7.6 From time to time the Municipality will duly pay and discharge or cause to be paid and discharged when the same become due all taxes, assessments, and other governmental charges which are lawfully imposed upon any of the real property held by the Municipality as part of the Project or imposed upon income or profits derived by the Municipality from its temporary operation of the real property so held or from the ultimate disposition, by sale, lease, or retention, of said real property by the Municipality in carrying out the Project. The Municipality will also pay and discharge or cause to be paid and discharged any lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon said real property in the Project or which claims might impair or otherwise affect adversely the accomplishment of the Project in accordance with the approved Application including the final approved scope of work and as it may be amended from time to time.

7.7 The Municipality will observe and conform to all valid requirements of any governmental authority relative to the real property, which is held by the Municipality as part of the Project, and all covenants, terms and conditions applicable to the real property so held.

7.8 The Project and property upon which the Project resides must be used for the purposes intended therefor in the Budget and the Application. If required by the State, the Municipality shall execute a use restriction in form and substance acceptable to the Commissioner, which shall obligate the Municipality, its successors, assigns, lessees or transferees, for the term of the restriction, to use the Project property only for the purposes set forth in the Budget, the Application, and in conformance with this Agreement and all Federal and State regulations pertaining thereto.

ARTICLE 8

PROCUREMENT

8.1 In accordance with the procurement requirements of 24 CFR 85.36, the Municipality will give opportunity for free, open, and competitive bidding for each contract to be entered into by it in connection with the Project where such contract has a value of more than $100,000 and which calls for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as a part of the Project. The Municipality will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition. The award of each such contract, when made, will be made by the Municipality as soon as practicable to the lowest responsible bidder. In the selection of materials, equipment, or supplies for the Project, the Municipality may, in the interest of standardization or ultimate economy, award a contract to a responsible bidder other than the lowest in price if the advantage of such standardization or ultimate economy is clearly evident and an appropriate provision for such action is included by it in the proposed contract documents, upon which bids are invited.

8.2 In the procurement of consultants or other professional services, the Municipality shall follow the requirements of Federal OMB Circular No. A-102 under "competitive negotiation".

8.3 The Municipality and its sub-contractors , if any, must take affirmative steps as stated in 24 CFR § 85.36(e)(2)(i) through (vi) to ensure that small and minority firms and women's business enterprises are used when possible.

ARTICLE 9

COMPLIANCE WITH NATIONAL ENVIRONMENTAL POLICY ACT

9.1 This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 91-190, as amended), and the environmental review procedures for the CDBG-DR as set forth in 24

CFR Part 58 and § 104 (f) of Title I of the Housing and Community Development Act. As such, the Municipality shall:

(a) Determine the need for an environmental review (as described in HUD:24CFR Part 58);

(b) Conduct a formal environmental review of the Project's environmental impact, if necessary, either through an Environmental Assessment or an Environmental Impact Statement;

(c) Comply with procedures, standards, and guidelines contained in Federal Statutes and regulations; and,

(d) Create a written Environmental Review Record ("**ERR**") for the Project and submit the ERR to DOH including drafts of Public Notices which DOH will review and publish as the Responsible Entity ("**RE**") for all CDBG-DR funded projects. The Request for Release of Funds ("**RROF**") to HUD will be prepared and published by DOH following the submission, review, and approval of the Project ERR by DOH.

ARTICLE 10

LEAD-BASED PAINT

10.1 The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," Final Rule, 24 CFR Part 35 and the Environmental Protection Agency rules at 40 CFR Part 745: Lead; Renovation, Repair and Painting Program. Any grants or loans made by the Municipality for the rehabilitation of residential structures using the Grant provided under this Agreement shall be subject to said regulations. The Municipality shall be responsible for the notifications, inspections and clearances required thereunder, and shall maintain documentation of its compliance with the foregoing regulations.

ARTICLE 11

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

11.1 At the time that this Agreement is signed, the Municipality shall certify that it has in effect and is following a residential antidisplacement and relocation assistance plan and that it will minimize displacement of persons as a result of the Project. The Municipality shall comply with (i) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under 24 CFR 570.606 and HUD implementing regulations at 24 CFR Part 42, and (ii) Chapter 135 of the Connecticut General Statutes. The Municipality shall maintain records in sufficient detail to demonstrate its compliance with this section.

ARTICLE 12

EVENTS OF DEFAULT; REMEDIES

12.1 Each of the following shall constitute an "**Event of Default**" for purposes of this Agreement:

(a) Except as otherwise provided herein, the failure of Municipality to comply with any provision of this Agreement, to punctually and properly perform any covenant, obligation or agreement contained in this Agreement or in any other document furnished by the Municipality to the State in connection with the Project, and such failure shall continue and remain unremedied for a period of thirty (30) days after written notice thereof, provided however, that if such failure has not been remedied in such time, the Commissioner may grant the Municipality such additional time as she determines, in her sole discretion, in order to remedy such failure so long as the Municipality is diligently and in good faith pursuing such remedy;

(b) The Municipality has made to the State any material misrepresentation in the Application or in any supplement thereto or amendment thereof, in this Agreement, any modification hereof or on or with respect to any document furnished pursuant hereto or in connection herewith;

(c) The Municipality has not taken all proper steps necessary to the disposition of any pending litigation which could adversely affect the Project;

(d) The Municipality has abandoned or terminated the Project or fails to receive all Disbursements and fully expend the Grant in accordance with the Budget on or before ____________________; or

(e) The Municipality has filed, or has had filed against it, a petition of bankruptcy, insolvency or similar law, state or federal, or has filed any petition or answer consenting to or acquiescing in any such action, which petition shall not have been vacated within thirty (30) days; or has been adjudicated bankrupt or insolvent, under any present or future statute, law or regulation, state or federal, and such judgment or decree is not vacated or set aside within thirty (30) days.

12.2 Upon the happening of any one or more of the Events of Default, the Commissioner may, in her discretion, elect to do any or all of the following:

(a) Terminate this Agreement;

(b) Withhold any Disbursements which have not yet been made;

(c) Require that all unexpended funds from any Disbursements be returned to the State;

(d) Declare the entire amount of the Grant to be immediately due and payable;

(e) Pay any proper charge of the Project; or

(f) Institute any action suit or other proceeding in law, in equity or otherwise.

12.3 In no event shall the making of any payment by the State on account of the Project constitute or be construed as a waiver by the State of any breach of this Agreement or Event of Default which may then exist, nor shall it impair or prejudice the exercise of any right or remedy available to the State with respect to such breach or default.

12.4 Neither failure nor delay on the part of the State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Commissioner or his/her designee, and the same shall be effective only in the specific instance for which it is given.

12.5 The Municipality shall promptly give written notice to the State upon becoming aware of any Event of Default under this Agreement.

12.6 In addition to the rights and remedies granted to the State hereunder, the State shall have all other rights

and remedies granted to it by law or equity in the event of breach or Event of Default by the Municipality

ancestryunder the terms of this Agreement.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 The Municipality shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this Agreement to the Municipality. Any third party engaged by or on behalf of the Municipality in connection with the Project shall comply with all lawful requirements of the Municipality necessary to insure to the Municipality that the Project is carried out in accordance with the Municipality's Assurances and Certifications, including those with respect to the assumption of environmental responsibilities of the Municipality.

13.2 No member nor Delegate to Congress of the United States, nor any Resident Commissioner to the House of Representatives of the United States, shall be admitted to any share or part of this Agreement nor to any benefit which arises from the transactions contemplated hereby or in connection herewith.

13.3 If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected if the Project can be effectively accomplished pursuant to the terms of such remainder.

13.4 The Municipality will adopt and enforce appropriate measures to assure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Project, acquire or maintain any interest in any contract or proposed contract with the undertaking of the Project. The Commissioner may waive the requirements of this section upon the written request of the Municipality (which waiver may be given or withheld in the Commissioner's sole and absolute discretion).

13.5 Nothing contained in this Agreement shall create or justify any claim against the State, its agencies or officers, by any person or entity whatsoever that is not party to this Agreement.

13.6 The Municipality certifies that it will comply with the Fair Housing Act, 42 U.S.C. § 3601, et seq.

13.7 The Municipality hereby certifies that it will adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstration.

13.8 By execution of this Agreement, the Municipality hereby certifies that for all sub-grants, contracts and subcontracts exceeding $100,000 of CDBG-DR funds:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Municipality shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed under the authority of 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

13.9 The Municipality shall insure recognition of the role of HUD and DOH in providing funding under this Agreement, including erecting appropriate signs which shall conform to appropriate federal and State specifications. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Municipality shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. Groundbreakings and similar events shall be scheduled in cooperation with DOH in order to provide the greatest opportunity for State participation in the event.

13.10 INSERT BRACKETED LANGUAGE IF TEMPLATE IS CHANGED ENOUGH TO REQUIRE ATTORNEY GENERAL REVIEW AND APPROVAL. This Agreement shall be effective upon the date that it is executed by the parties hereto [including the Attorney General of the State of Connecticut.] This Agreement shall not bind the State until a fully executed copy has been delivered to the Municipality.

13.11 This Agreement may not be amended or modified other than by a written instrument executed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed as an original.

13.12 "Program Year or "Fiscal Year" shall mean the year beginning July 1 and ending on June 30 of the following year.

13.13 Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. The parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

13.14 The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.15 The Municipality acknowledges that it has access to the resources and the funding necessary to cover the project costs within the project time frame completing spending of CDBG-DR Grant Funds by September 30, 2017.

13.16 Uniform Administrative Requirements. The requirements of 2 CFR part 225 (OMB Circular No. A-87) and the following requirements of 24 CFR part 85 apply to the participating jurisdictions, State recipients, and governmental subrecipients receiving CDBG-DR Funds: §§85.6, 85.12, 85.20, 85.22, 85.26, 85.32 through 85.34, 85.36, 85.44, 85.51, and 85.52.

13.17 Indemnification

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

(b) Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

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

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

(e) The Municipality shall carry and maintain at all times during the term of this Agreement, and during the time that any provisions survive the term of this Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Commissioner prior to the effective date of this Agreement. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

(f) This section shall survive the expiration of this Agreement and shall not be limited by reason of any insurance coverage.

(g) For the purposes of this Agreement, the term "Claim" shall mean any action, suit, claim, demand, investigation and proceeding of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

13.18 Suspension and Debarment. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Municipality is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Municipality is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The Municipality shall require that each contractor and subcontractor engaged to work on the Project (including any contractors or subcontractors submitting bids, responding for requests for proposals or requests for quotes) to execute a certification substantially in the following form:

"This certification is a material representation of fact relied upon by State of Connecticut Department of Housing and the United States Department of Housing and Urban Development. If it is later determined that the undersigned [contractor/subcontractor/bidder/proposer] knowingly rendered an erroneous certification, in addition to remedies available to State of Connecticut Department of Housing and/or the United States Department of Housing and Urban Development, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The undersigned [contractor/subcontractor/bidder/proposer] agrees to comply with the requirements of 49 CFR 29, Subpart C while this contract/offer is valid and throughout the period of any contract that may arise from this offer. The undersigned [contractor/subcontractor/bidder/proposer] further agrees to include a provision requiring such compliance in its lower tier covered transactions."

13.19 Commercial Transaction and Waiver. THE MUNICIPALITY AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW AFFECTING PREJUDGMENT REMEDIES AND THE STATE MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT IN CONNECTION WITH ANY CLAIM THE STATE MAY HAVE AGAINST THE MUNICIPALITY PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE MUNICIPALITY, TO ENFORCE THE PROVISIONS OF THIS AGREEMENT, WITHOUT GIVING THE MUNICIPALITY ANY NOTICE OR OPPORTUNITY FOR A HEARING AND THE MUNICIPALITY AUTHORIZES THE STATE'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

13.20 Jury Trial Waiver. THE MUNICIPALITY HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. THE MUNICIPALITY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

13.21 No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the Municipality shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to Municipality as their sole source of recovery if not paid, and (b) except as otherwise agreed to by State and any such person in writing, they may not enter any claim or bring any such action against State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between State and such person, each such person shall be deemed to have waived in writing all right to seek redress from State under any circumstances whatsoever.

13.22 Notwithstanding any provisions in this Agreement, the State, through a duly authorized employee, may terminate the Agreement whenever the State makes a written determination that such Termination is in the best interests of the State. The State shall notify the Municipality in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Municipality must complete its performance under the Agreement prior to such date. [USE THIS VERSION OF 13.22 FOR PROJECTS IN WHICH ALL FUNDING COMES FROM THE STATE AND MUNICIPALITY; IN CASES WHERE 13.22 IS NOT FEASIBLE DUE TO THE PRESENCE OF OTHER FUNDERS, INCLUDE "13.22 INTENTIONALLY OMITTED."]

13.23 The Municipality must comply with all provisions of CGS Section 4a-60g, as amended.

13.24 All references to provisions of the Connecticut General Statutes, unless otherwise indicated, shall refer to the statutes as amended from time to time.

13.25 [IF OVER $5,000,000 ADD:] Whistleblower Protection Law. If any officer, employee or appointing authority of the Municipality takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the Department of Housing, the Auditors of Public Accounts or the Attorney General under the provisions of Section 4-61dd of the Connecticut General Statutes, the Municipality shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Municipality shall post a notice in a conspicuous place which is readily available for viewing by employees informing employees of the provisions of Section 4-61dd of the Connecticut General Statutes relating to large state contractors.

ARTICLE 14

PROTECTION OF CONFIDENTIAL INFORMATION

14.1 Protection of Confidential Information.

a) Municipality and Municipality Parties, at their own expense, have a duty to and shall protect from a Confidential Information Security Incident any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b) Each Municipality or Municipality Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

3. A process for reviewing policies and security measures at least annually;

4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Municipality and Municipality Parties shall notify the Connecticut Department of Administrative Services ("DAS"), the State and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Municipality or Municipality Parties have come to possess or control has been subject to a Confidential Information Security Incident. If a Confidential Information Security Incident has occurred, the Municipality shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the State and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Municipality at its own cost and expense to all individuals affected by the Confidential Information Security Incident. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Confidential Information Security Incident. The Municipality's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the State, any State of Connecticut entity or any affected individuals.

d) The Municipality shall incorporate the requirements of this section in all subcontracts requiring each Municipality Party to safeguard Confidential Information in the same manner as provided for in this section.

e) Nothing in this section shall supersede in any manner Municipality's or Municipality Party's obligations pursuant to Health Insurance Portability and Accountability Act of 1996 or any provisions of this Agreement concerning the obligations of the Municipality as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

14.2 The above section uses the terms "Confidential Information" and "Confidential Information Security Incident":

(a) **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(b) **"Confidential Information Security Incident"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Municipality, or the State.

ARTICLE 15

REPRESENTATIONS, WARRANTIES, AFFIRMATIVE AND NEGATIVE COVENANTS

15.1 The Municipality represents and warrants, as of the date hereof, the following:

(a) The Municipality is duly organized and validly existing and qualified to do business under the laws of the State of Connecticut and is in full compliance with all recording and filing requirements.

(b) The Municipality has the requisite power, right, and legal authority to execute, deliver, and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance, and observance of its obligations under this Agreement. This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of the Municipality enforceable against the Municipality in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party. Without limiting the generality of the foregoing, the Municipality represents and warrants that its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Municipality to act as the connection with the Application and to provide such additional information as may be required.

(c) The Municipality has adopted and agrees to enforce measures appropriate to assure that no officer, agent or employee of the Municipality shall have or acquire voluntarily an interest in an agreement or proposed agreement in connection with the undertaking of the Project, or have any conflict of interest as defined in 24 CFR 85.36, 24 CFR 84.42 or 24 CFR 92.356.

(d) To the best of the Municipality's knowledge, this Agreement and the undertaking, completion and operation of the Project as contemplated by the Municipality do not violate any existing federal, state, or local laws or regulations.

(e) The Municipality has submitted, for comment, a copy of the Application to its Regional Planning Agency.

(f) The Municipality has developed a community development plan that identifies community development needs and specifies both short and long term community development objectives that have been developed in accordance with the primary objective and requirements of Title I of the Housing and Community Development Act of 1974, as amended.

(g) All statements contained in the Application, any certification, financial statement, legal opinion or other instrument delivered by or on behalf of the Municipality pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made as of the date of this Agreement, and at and as of the date of each Disbursement. All representations and warranties made under this Agreement are correct and complete and shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State.

(h) The Municipality has disclosed to the State all financial assistance received by it under any other program or from insurance or any other source for [Hurricane Sandy] related damages. The proceeds of the Grant do not duplicate funds received from other sources in violation of the eligibility requirements of The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121-5207), as amended.

15.2 The Municipality covenants and agrees to the following for as long as this Agreement remains in force and effect:

(a) It is following a detailed citizen participation plan that:

(1) provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;

(2) provides citizens with reasonable and timely access to local meetings, information, and records relating to the state's and the Municipality's proposed method of distribution, as required by regulations of the Secretary, and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended;

(3) provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

(4) provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the handicapped;

(5) provides for a timely written answer to complaints and grievances, within fifteen (15) days where practicable;

(6) identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate and has in a timely manner;

(7) furnished citizens information concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans of the Municipality for minimizing displacement of persons as a result of activities assisted with such funds and to assist persons actually displaced as a result of such activities;

(8) published a proposed application in such manner to afford citizens an opportunity to examine its content and to submit comments on the proposed activities and on the community development plan of the municipality;

(9) held one or more public hearings to obtain the views of citizens on community development and housing needs;

(10) made the final application available to the public.

(b) The Municipality will provide access to records on past use of CDBG-DR funds.

(c) The Project has been developed and shall continue to satisfy at least one of the following conditions: (i) give maximum feasible priority to activities which will benefit low and moderate income families, or (ii) aid in the prevention or elimination of slums or blight, or (iii) address an urgent need which has been identified within 18 months after the conditions became urgent (in this case, due to Hurricane Sandy).

(d) The Municipality shall comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no persons in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(2) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the safe or rental of housing, the financing of housing, and the provision of brokerage services.

(3) Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this part.

(4) Executive Order 11063 which provides that no person shall on the basis of race, color, religion, sex or national origin be discriminated against in the sale or rental of housing built with Federal assistance, and will take affirmative steps to further fair housing.

(5) Executive Order 11246, and the regulations issued pursuant (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(6) The Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funds,

(7) The Rehabilitation Act of 1973, Section 504 as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap be:

(i) Excluded from participation (including employment)

(ii) Denied program benefits

(iii) Subjected to discrimination under any program or activity receiving Federal funds.

(8) The Armstrong/Walker "Excessive Force" Amendment (PI, 101-144) as found in Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation - Act of 1990, which provides that law enforcement agencies within its jurisdiction will prohibit the use of excessive force against any individuals engaged in nonviolent civil rights demonstrations.

(e) The Municipality shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area, and contract for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project by adopting a Plan in accordance with, and as defined in, Section 3 of the Housing and Urban Development Act of 1968.

(f) The Municipality shall follow a residential anti-displacement and relocation assistance plan and that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance an Real Property Acquisition Policies Act of 1970 as required under 570.496a(a) and HUD implementing regulations at 24 CFR 42; the requirements in 570.496a(b) governing the residential anti-displacement and relocation assistance plan under section 104(d) of the Housing and Community Development Act of 1974; the relocation requirements of 570.496a(c) governing displacement subject to section 104(k) of the Act; and the relocation requirements of 570,496a(d) governing optional relocation assistance under section 105(a)(1 1) of the Act.

(g) Section 110 of the Housing and Community Development Act and the regulations issued pursuant to 24 CFR, Part 570, Section 570.496(c), regarding the payment of prevailing wage rates.

(h) 24 CFR, Part and Section 104(f) of Title I of the Housing and Community Development Act in connection with the performance of environmental assessments under the National Environmental Policy Act of 1969.

(i) Section 121 of Title I of the Housing and Community Development Act by:

(1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Part 800.8) by the proposed activity, and

(2) complying with all requirements established by the Connecticut Department of Economic and Community Development to avoid or mitigate adverse effects upon such properties.

(j) The State of Connecticut Lead-Based Statute (Public Act 87-394) which prohibits the use of lead-based paint in residential structures and governs the removal of lead based paint in all residential structures in Connecticut.

(k) All other provisions of the Housing and Community Development Act of 1987 and with other applicable laws and statutes.

15.3 The Municipality covenants and agrees that is shall not do the following for as long as this Agreement remains in force and effect:

(a) Attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG-DR funds by assessing any amount against properties owned and occupied by persons of low and moderate income; including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

(1) CDBG-DR funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such improvement that are financed from revenue sources other than Title I funds or;

(2) for purposes assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low-income, the municipality certifies to DECO that it lacks sufficient Title I funds to comply with the requirements of clause (1

Remainder of page intentionally left blank, signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date, as said term is defined in section 13.10.

[CITY/TOWN OF ______________]

BY:______________________________
Name:
Its:
Duly Authorized

Date:____________________________________

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

BY:________________________________
Evonne M. Klein
Its Commissioner

Date:____________________________________

APPROVED AS TO FORM:

____
Associate Attorney General

Date______________________________

EXHIBIT A
Budget

EXHIBIT B
Project Schedule

STATE OF CONNECTICUT DEPARTMENT OF HOUSING

CDBG-DR Infrastructure and Public Facilities

FINANCING PLAN & BUDGET - Exhibit A

Name of Applicant **City/Town of**	
Name of Project	
Original Date: From To:	Amendment - Only If Needed Date:____________ From: To:

Note: Please add sub-categories if needed below. If a category does not apply to your grant, please replace the $ amount with N/A.

PART A: SUMMARY OF PROJECT ACTIVITIES (SOURCES AND USES)

LINE ITEM/ACTIVITY	TOTAL CDBG-DR PROJECT COSTS	ALL OTHER COSTS FUNDED BY OTHER SOURCES	TOTAL INFRASTRUCTURE/ PUBLIC FACILITIES PROJECT COSTS (Sum of CDBG-DR Total Project Costs + All Other Costs)
1. ACQUISITION OF REAL PROPERTY	0.00	0.00	0.00
2. DISPOSITION OF REAL PROPERTY	0.00		0.00
3. CLEARANCE AND DEMOLITION	0.00		0.00
4. PUBLIC FACILITIES IMPROVEMENTS			
a. Recreational Facilities	0.00		0.00
b. Other	0.00		0.00

5. WATER / SEWER / FLOOD / DRAINAGE		[redacted]		
a. Water Facilities	0.00	[redacted]		0.00
b. Sewer Facilities	0.00	[redacted]		0.00
c. Flood & Drainage Facilities	0.00	[redacted]		0.00
d. Assessments	0.00	[redacted]		0.00
e. Other Utilities	0.00	[redacted]		0.00
6. STREETS		[redacted]		
a. Street Improvements	0.00	[redacted]		0.00
b. Sidewalk / Pedestrian Malls / Streetscape	0.00	[redacted]		0.00
c. Parking Facilities	0.00	[redacted]		0.00
7. REHABILITATION, PRESERVATION, AND RELATED ACTIVITIES		[redacted]		
a. Rehabilitation of Public Structures	0.00	[redacted]		0.00
c. Code Enforcement	0.00	[redacted]		0.00
d. Historic Preservation	0.00	[redacted]		0.00
SUBTOTAL (Sum of Lines 1-7)	$0.00	[redacted]		$0.00

8. PLANNING		[redacted]		
a. Special Functional Planning Activities	0.00	[redacted]		0.00
b. Other	0.00	[redacted]		0.00
9. GENERAL ADMINISTRATION		[redacted]		
a. General Management, Oversight, and Coordination	0.00	[redacted]		0.00
b. Indirect Costs	0.00	[redacted]		0.00
c. Citizen Participation	0.00	[redacted]		0.00
d. Environmental Assessment	0.00	[redacted]		0.00
10.TOTAL (Sum of Lines 1-9)	0.00	[redacted]	$ -	$ -

PART B: IDENTIFICATION OF OTHER FUNDING SOURCES

NAME OF ALL OTHER FUNDING SOURCES	**CASH**	**IN-KIND SERVICES**	[redacted]	**TOTAL**
	$	$	[redacted]	$
	$ -	$ -	[redacted]	$ -
TOTAL ALL OTHER FUNDING SOURCES (Sum of Lines 1-3 of Part b)	$ -	$ -	[redacted]	$0.00

PART C: ECONOMIC DEVELOPMENT ACTIVITIES

JOB CREATION				
a. Job Creation - Temporary				
b. Job Creation - Permanent				

I request approval of the CDBG-DR Finance Plan and Budget:

Signature of Authroized Agent of Grantee

Date

Type or Print Name and Title

Approved by:

Evonne Klein, Commissioner
Department of Housing

Date

Exhibit B

Project Time Table - Infrastructure – CDBG-DR

Project Schedule

1. Applicant Name: ______________________ 3. Program Years: ______________________
2. Project Name: ______________________ 4. Grant Number: ______________________

Total Grant: $	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	5th Qtr.	6th Qtr.	7th Qtr.	8th Qtr.
Dates: m/d/yr – m/d/yr								
Total Grant Amount Available:	$	$	$	$	$	$	$	$
Projected Expenditure:	$	$	$	$	$	$	$	$
Grant Amount Remaining:	$	$	$	$	$	$	$	$

If approved, the schedule will become an Appendix to the Assistance Agreement. You will be monitored for compliance with these dates. Therefore, you must estimate the dates as wisely as possible.
Please provide projected dates of completion. Be advised that these dates will be considered part of your project schedule.

Major Tasks (Expand as Needed)	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	5th Qtr.	6th Qtr.	7th Qtr.	8th Qtr.
Final Report								

SUBROGATION AGREEMENT BY AND BETWEEN

THE STATE OF CONNECTICUT
ACTING BY THE DEPARTMENT OF HOUSING
(An Equal Opportunity Employer),

AND

XXXXXXXXXXXXXXX

RE: ________________________________ [insert project identifying information, name, title, $ amount, etc.]

This Subrogation Agreement ("**Agreement**") is made and entered into on this __________ day of , 2016, by and between the **STATE OF CONNECTICUT**, (hereinafter the "**State**"), acting herein its Commissioner of Housing, Evonne M. Klein, (hereinafter, the "**Commissioner**"), and XXXXXXXXXXXXXX, herein referred to as the "**Municipality**" acting herein by its Mayor, duly authorized.

In consideration of Municipality's receipt of funds or the commitment by State to evaluate Municipality's application for the receipt of funds (collectively, the "**Grant/Loan Proceeds**") under the Community Development Block Grant - Disaster Recovery ("**CDBG-DR**") Infrastructure Program (the "**Program**") administered by the State, Municipality hereby irrevocably assigns to the State all of Municipality's present and future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or funds received underany reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("**FEMA**"), the Small Buisness Administration ("**SBA**"), or any other federal agency or office including, but not limited to, the Army Corps of Engineers, (each singularly, a "**Disaster Program**" and collectively, the "**Disaster Programs**"), as any such amounts form the basis of the State's calculation of the amount of financial assistance provided to Municipality under the Program. The Grant/Loan Proceeds are intended to fund Municipality's recovery from damages incurred as a result of Superstorm Sandy on October 29, 2012 and/or increase future storm or natural disaster resiliancy to the extent of Grant/Loan Proceeds provided or to be provided to Municipality under the Program. Any funds received by the Municiaplity in connection with a Disaster Program or Programs as contemplated herein that are determined in the sole discretion of the State to be a duplication of benefits ("**DOB**") shall be paid to the State in order to reimburse the CDBG-DR Program in accordance with HUD guidelines.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "**Proceeds**," and any Proceeds that are a DOB shall be referred to herein as "**DOB Proceeds**." Upon receiving any DOB Proceeds not listed on the Financing Plan and Budget provided to the State by the Municipality in connection with the closing of the Grant/Loan Proceeds, Municipality agrees to immediately notify the State in writing of the receipt of such additional amounts, and the State will determine, in its sole discretion, if any such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion of such Proceeds that is a DOB shall be promptly paid over to the State.

Municipality agrees to assist and cooperate with the State if the State elects to pursue any of the claims Municipality has against the insurers for reimbursement of DOB Proceeds under any such policies. Municipality's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Municipalitys' name and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the State. Municipality further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Municipality would be entitled to under any applicable Disaster Program.

If requested by the State, Municipality agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the State, to the extent of the Grant/Loan Proceeds paid to Municipality under the Program and its policies, rules, regulations and any and all other applicable guidance, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the State to consummate and make effective the purposes of this Agreement.

Municipality explicitly allows the State to request of any company with which Municipality held or holds insurance policies, or FEMA or the SBA or any other entity from which Municipality has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the State to monitor/enforce its interest in the rights assigned to it under this Agreement and give Municipality's consent to such company to release said information to the State.

If Municipality (or any lender to which DOB Proceeds are payable to such lender by the Municipality, to the extent permitted by any superior loan documents) hereafter receives any DOB Proceeds, Municipality hereby agrees to promptly pay such amounts to the State if Municipality received Grant/Loan Proceeds under the Program in an amount greater than the amount Municipality would have received if such DOB Proceeds had been considered in the State's initial calculation of Municipality's award of CDBG-DR Program funds.

In the event that the Municipality receives or is scheduled to receive any Proceeds not listed on its Financing Plan and Budget (the "**Subsequent Proceeds**"), Municipality shall pay such Subsequent Proceeds directly to the State, and the State will determine the amount, if any, of any such Subsequent Proceeds that are DOB Proceeds ("**Subsequent DOB Proceeds**"). Subsequent Proceeds that are not DOB Proceeds shall be returned to the Municipality. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Municipality has received full payment of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be promptly remitted to the State.
2. If the Municipality has received no payment of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be used by the State to reduce payments of the Grant/Loan Proceeds to the Municipality, and all Subsequent DOB Proceeds shall be returned to the Municipality.
3. If the Municipality has received a portion of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant/Loan Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Municipality; and (B) any remaining Subsequent DOB Proceeds shall be remitted to the State.
4. If the State makes the determination that the Municipality does not qualify to participate in the Program or if the Municipility is no longer interested in participating in the Program, the Subsequent DOB Proceeds shall be returned to the Municipality, and this Agreement shall terminate.

NOTICE:

A. Municipality and the person executing this Agreement on behalf of the Municipality are hereby notified that intentionally or knowingly making a materially false or misleading written statement relating to the Program could result in ineligibility for benefits, action to recover any Program benefits paid to or on behalf of Municipality, and/or a referral to criminal law enforcement.

B. Municipality represents that all statements and representations made by it regarding Proceeds received have been and shall be true and correct as of the date of Closing.

C. The Municipality hereby represents that it has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Program benefits.

D. In any proceeding to enforce this Agreement, the State shall be entitled to recover all costs of enforcement, including actual attorney's fees.

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

On behalf of the Municipality, the undersigned hereby accepts all above terms and conditions.

Municipality, XXXXXXXXXXXXX

By: ______________________________ ____/____/____
XXXXXXXXX,
XXXXXXXX
Duly Authorized
Date

Subscribed and sworn to:

State of Connecticut

County of _______________ ss: ______________________

On the _______ day of ________ in the year 2016 before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

____

Notary Public

Commission Expires ____/_____/_______
Date

STATE OF CONNECTICUT, DEPARTMENT OF HOUSING

By: ______________________________ ____/____/____
Evonne M. Klein
Its Commissioner
Duly Authorized
Date

CITY OF NORWALK, DEPARTMENT OF FINANCE
Robert Barron, CPFO
Director of Finance
rbarron@norwalkct.org

P: 203-854-7870 / F: 203-854-7848
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: November 3, 2016

TO: Harry W. Rilling, Mayor
The Members of the Board of Estimate and Taxation
The Members of the Planning Commission
The Members of the Common Council

FROM: Robert Barron, Director of Finance

RE: **$3,950,000 Special Capital Appropriation for Day & Raymond Street Public Infrastructure**

The City of Norwalk's Redevelopment Agency is requesting a special capital appropriation in the amount of $3,950,000 to complete the Day & Raymond Street Public Infrastructure component of the Choice Neighborhoods project #09170910-5777-C0560.

Previous appropriations total $1,550,000 ($1.3 and $0.25 million in FY2015-16 and FY2016-17, respectively). This $3,950,000 special capital appropriation will bring the total city appropriations to $5,500,000; however, since $500,000 of this amount will be reimbursed by developers the bonding authorization request is only $3,450,000.

Finance recommends the approval of this request.

ACTION REQUESTED

1. Resolution approving a special capital appropriation in the amount of $3,950,000 to fund the Day & Raymond Street Public Infrastructure component of the Choice Neighborhoods project (09170910-5777-C0560) and authorizing the issuance of $3,450,000 general obligation bonds of the city to meet said appropriation.

CITY OF NORWALK
Office of the Mayor, Harry W. Rilling

P: 203-854-77701 / F: 203-854-7939
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

NORWALK
The Sound of Connecticut

MEMORANDUM

DATE: November 3, 2016

TO: The Members of the Board of Estimate and Taxation
The Members of the Planning Commission
The Members of the Common Council

FROM: Harry W. Rilling, Mayor Harry W. Rilling

RE: **$3,950,000 Special Capital Appropriation for Day & Raymond Street Public Infrastructure**

The City of Norwalk's Redevelopment Agency is requesting a special capital appropriation in the amount of $3,950,000 to complete the Day & Raymond Street Public Infrastructure component of the Choice Neighborhoods project.

With the approval of this incremental request the city will have in place a total of $5.5 million of capital appropriations to fund this $9.5 million infrastructure component of the Choice Neighborhoods project. The remaining $4 million is coming from the Community Development Block Grant DR funding from HUD.

This infrastructure investment is in support of the $140.5 million Choice Neighborhoods project for the development of Washington Village, Maritime Village and Ryan Park. In addition to the city's $5.5 million investment there are $135 million of committed funds from federal, state, and private investment.

ACTION REQUESTED

1. Resolution approving a special capital appropriation in the amount of $3,950,000 to fund the Day & Raymond Street Public Infrastructure component of the Choice Neighborhoods project (09170910-5777-C0560) and authorizing the issuance of $3,450,000 general obligation bonds of the city to meet said appropriation.

NORWALK re: DEVELOPMENT AGENCY

MEMORANDUM

TO: **Harry W. Rilling, Mayor**
The Members of the Board of Estimate and Taxation
The Members of the Planning Commission
The Members of the Common Council

FROM: **The Norwalk Redevelopment Agency**
Norwalk Department of Public Works

DATE: **November 2, 2016**

RE: **$3,950,000 Special Capital Appropriation for Day & Raymond Street Public Infrastructure**

Request

1. Raymond & Day Streets Infrastructure - **$3,450,000**
    - $9MM total spend; City bonding requirement $5MM; Grants $4MM

2. Maritime Village / 13 & 20 Day Streets Sidewalks - **$500,000**
    - No City bonding requirement, reimbursed from developers

3. **Total Special Capital Appropriation Request $3,950,000, and Bonding Authorization for $3,450,000.**

Funding

The Day & Raymond Street area of the South Norwalk Choice Neighborhoods District requires public infrastructure investment to advance the development of Washington Village, Maritime Village and Ryan Park. Committed investment in this area by the federal and state government and private sector today exceeds one hundred and thirty five million ($135,000,000) dollars. The City of Norwalk has been asked to consider investing a net five million ($5,000,000) of public infrastructure funding specific to the Day and Raymond Street improvements as outlined in the itemized opinion of probable costs as prepared for the Redevelopment Agency by Tighe & Bond and the related soft cost budget as prepared by the Norwalk Public Works Department.

Of this amount the City has previously obligated one million five hundred and fifty thousand ($1,550,000) dollars in Capital Budget funding for this work. This Special Appropriation seeks the authorization of the remaining three million four hundred and fifty thousand ($3,450,000) dollars. The City's intended funding commitment is being matched with a four million ($4,000,000) dollar grant of Community Development Block Grant DR funding from HUD, as administered by the Connecticut Department of Housing.

Norwalk City Hall 125 East Avenue • P.O. Box 5125 • Norwalk, CT 06856-5125
www.norwalkredevelopmentagency.com

The City of Norwalk is also being asked to advance $500,000 for sidewalks and streetscape improvements for the frontages along 13 & 20 Day Street (Washington Village Phase 1) and 19 Day Street (Maritime Village). The City of Norwalk is requesting that these improvements be incorporated into the overall Day and Raymond Infrastructure improvements to better able coordinate construction, maintain continuity, minimize impacts on the neighborhood, and reduce overall project costs. These costs will be reimbursed by the developers of these projects.

Background

In 2013 the City of Norwalk was the first small city to receive a Choice Neighborhood Implementation (CNI) Grant from the United States Department of Housing and Urban Development (HUD) in the amount of thirty million dollars ($30,000,000). Choice Neighborhoods is HUD's signature place-based initiative which builds on a federal partnership to transform high poverty neighborhoods into places of opportunity and economic growth. Additionally, the Choice Neighborhoods Program enables economically challenged neighborhoods with distressed public housing to revitalize themselves into vibrant mixed use, mixed income communities while maintaining affordability by leveraging HUD's investment in them.

Norwalk's Choice Neighborhood is bound by Washington Street to the north and Concord Street to the south, Martin Luther King Drive to the west and Water Street to the east (Choice Neighborhood Map Exhibit 1). This geography is poised for significant change over the next decade.

Housing, Neighborhood and People

The Choice Neighborhood funding awarded along with other federal, state and private investment will be used to demolish the public housing project known as Washington Village, the oldest public housing project in the state of Connecticut, and replace it with 273 new units of mixed income housing. The resulting housing will replace one for one the existing public housing units but will integrate those units with both tax credit and market rate units.

The Choice Neighborhood funding will also catalyze the transformation of the neighborhood surrounding Washington Village by investing in the redevelopment of Ryan Park, creating a neighborhood housing façade improvement program as well as a housing acquisition and renovation program the focus of which is affordable homeownership. Significant infrastructure investment continues to be made in improving the main arterial streets that connect the district to the South Norwalk Train Station to "Complete Streets" standards and thereby more accommodating to all modes of transportation including pedestrian travel.

CNI investments in social services including healthcare and education will create the opportunity for all Washington Village and Choice Neighborhood families to thrive, by helping residents attain greater self-sufficiency and housing stability over the long term.

District Investment Totals $350 Million

Galvanized by the CNI investment, the district continues to see new private sector development and investment being introduced on Washington Street with the opening of the mixed-use Ironworks development a few years ago, more recently the Pearl residential development and the redevelopment of 50 Washington Street into a modern amenity-filled corporate office environment. As a subsection of the recently approved South Norwalk Transit Oriented Development (TOD) Redevelopment Plan Area, the Choice Neighborhood District moving further south of Washington Street is positioned for development consistent with that of a walkable district in close proximity to regional train service. New development projects in this district that have already been approved or reviewed by zoning include a Marriott Hotel on South Main Street, a mixed use office, residential and retail project on Chestnut Street, a 40 unit residential development on Bates Court and Maritime Village a 57 unit housing development at Day & Raymond across the street from the proposed Washington Village development site. Additionally the 1.2 acre site adjacent to the Washington Village site fronting on Water Street was recently acquired by a developer who is contemplating approximately 80 multi-family units with waterfront views.

Infrastructure Improvements

As these development projects advance into construction within the Choice Neighborhood District the need to actively invest in public infrastructure to support such development activity is an essential urban planning and public policy objective. Particularly the investment in infrastructure and utility upgrades that contemplate and make the neighborhood more sustainable to significant storm related events. This type of infrastructure investment is critical within the Choice Neighborhood District, because over a third of the land area is within the 100 year floodplain. Because of this locational challenge, the design and engineering of such infrastructure must be grounded in both storm resiliency and efficiency.

The Day & Raymond Street infrastructure project represents such a project. It seeks to relocate all the above ground utilities below ground. Severe weather is the number one cause of power outages and negatively impacts the regional economy. Moreover, the aging nature of the local electrical infrastructure much of which was constructed over a period of more than fifty years – has made it more susceptible to outages caused by severe weather. The number of outages caused by severe weather is expected to rise as climate change increases the frequency and intensity of severe weather events.

As the City strives for a more populated and activated urban core it must ensure that its essential utilities are protected from such storm events. Super Storm Sandy directly caused an estimated $65 billion in damages – and the deaths of 50 people were attributed to power outages (U.S. DOC 2013; Blake 2013). During Hurricane Irene, over 30 percent of the people living in Rhode Island, Connecticut and Maryland lost power for more than three days (U.S. DOE 2011). Hurricane Irene caused the death of 41 people in the United States and resulted in $15.8 billion in total damages (Avila and Cangialosi 2011). Hurricane-force winds are the primary cause of damage to electric utility transmission and distribution (T&D) infrastructure.

Placing utility lines underground eliminates the distribution system's susceptibility to wind damage and lightning. In addition to the new utility infrastructure and design, Day and Raymond Streets will be resistant to the infiltration of floodwaters. This will be accomplished by raising the profile of Raymond and Day Streets such that the elevation of the intersection is 12 feet, which is above the base flood elevation. This in conjunction with the proposed improvements to Ryan Park that will provide for a safe and accessible emergency route to and from buildings that are susceptible to being impacted by floodwaters associated with a 100 year storm event, thereby enhancing overall public safety and resiliency of this entire area of the City which has previously seen excessive flooding and damage.

PROJECT COST BREAKDOWN

The project estimated cost breakdown, including reimbursable sidewalk and streetscape expenses is:

$7,030,000	Day & Raymond Cost Estimate prepared by Tighe & Bond
$913,900	Construction Administration (Tighe & Bond), Construction Inspection (RBA), Materials Testing, Special Inspections, LEP (includes services for added sidewalks)
$500,000	Additional Day & Raymond Infrastructure for sidewalks along frontage of 19 Day (Maritime Village) and 13 & 20 Day (Washington Village Phase 1) to be reimbursed by the developers
$8,443,900	Total Infrastructure Construction & Management
$1,056,100	12.5% Contingency (includes sidewalks)
$9,500,000	TOTAL PROJECT COST

ACTION REQUESTED

1. Resolution approving a special capital appropriation in the amount of $3,950,000 to fund the Day & Raymond Street Public Infrastructure component of the Choice Neighborhoods project (09170910-5777-C0560) and authorizing the issuance of $3,450,000 general obligation bonds of the city to meet said appropriation.